# AGENDA COUNCIL MEETING MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9 December 10, 2019 1:00 PM

# A. ADOPTION OF AGENDA

# B. DELEGATIONS

1. TC Energy

# C. MINUTES/NOTES

- 1. <u>Special Council Meeting</u>
  - November 21, 2019
- 2. <u>Council Committee Meeting Minutes</u>
   November 26, 2019
- 3. <u>Council Meeting Minutes</u>
  - November 26, 2019

# D. BUSINESS ARISING FROM THE MINUTES

- a) STARS Presentation
- b) Citizen Voice Presentation

# E. UNFINISHED BUSINESS

# F. COMMITTEE REPORTS / DIVISIONAL CONCERNS

- 1. Councillor Quentin Stevick Division 1
  - EMS monthly meeting
  - RhPAP (Tess Craig and Larissa Lewis Award)
  - Waterton Biosphere (Carnivores and Conflict)
  - CARLS (Exec and Board)
  - Landfill October Minutes
  - Councillor Rick Lemire Division 2
  - ICF

2.

- 3. Councillor Bev Everts– Division 3
  - FSCC
  - Beaver Mines Community Association
  - ORRSC Minutes September 2019
  - ICF
- 4. Reeve Brian Hammond Division 4
  - PCELC October Minutes
  - PCELC Construction Update
  - Livingston Porcupine Hills Recreation Management Group
- 5. Councillor Terry Yagos Division 5
  - Alberta Southwest

# G. ADMINISTRATION REPORTS

- 1. Operations
  - a) **Operations Report** 
    - Capital Budget Summary, dated December 5, 2019
    - PW Call Log, dated December 4, 2019

- 2. Development and Community Services
  - a) <u>Agricultural and Environmental Services Activity Report (unavailable)</u>
     Note: Both AES Staff are away at AAAF In Service Training
  - b) Land Use Bylaw Amendment Bylaw 1315-19
    - Report from Director of Development and Community Services, dated December 2, 2019
  - c) <u>Request to Develop Road (Mulloy)</u>
    - Report from Director of Development and Community Services, dated December 5, 2019
  - d) <u>Recycling Funding Increase and Agreement Extension</u>
    - Report from Director of Development and Community Services, dated December 5, 2019

# 3. Finance

- a) Public Auction Conditions and Reserve Bids
  - Report from Financial Services and Planning Clerk, dated December 4, 2019

# 4. Municipal

- a) <u>Chief Administrative Officer Report</u>
  - Report from CAO, dated December 5, 2019
- b) <u>Regional Emergency Management Plan</u>
  - Report from Regional Director of Emergency Management, dated December 4, 2019
    Brett Wuth, RCEM, will be in attendance to discuss
- c) <u>Cardston County and MD of Pincher Creek Intermunicipal Collaboration Framework</u> <u>Agreement</u>
  - Council to move a resolution to approve
- d) <u>MD of Willow Creek and MD of Pincher Creek Intermunicipal Collaboration Framework</u> <u>Agreement</u>
  - Council to move a resolution to approve

# H. CORRESPONDENCE

- 1. For Action
  - a) <u>Castle Parks</u>
    - Email from Gordon Petersen, received December 3, 2019
  - b) Notice of Meeting Foothills Little Bow
    - Invitation for January 17, 2020 Meeting
  - c) <u>Loyal Energy Request for Tax Reduction</u>
    - Letter from Loyal Energy Canada, received December 2, 2019
  - d) Pincher Creek Water Co-operative
    - Email from Tany Warkentin, Pincher Creek Water Coop, received November 27, 2019
- 2. <u>For Information</u>
  - a) Informational Correspondence
    - Recommendation to Council, dated December 5, 2019
      - AltaLink Chapel Rock to Pincher Creek Update
      - TC Energy Wpex Turner Valley Open House Invite
      - ORRSC Minutes October 2019
      - Alberta Community Resilience Program
- I. CLOSED MEETING SESSION
- J. NEW BUSINESS
- K. ADJOURNMENT

# Proposed NGTL West Path Delivery 2023



December, 2019

# Agenda

- 1. Safety Moment
- 2. About TC Energy
- 3. West Path Delivery
  - Project Scope
  - Project Activities to Date
- 4. Project Workforce
- 5. What to Expect During Construction
- 6. Community Benefits
- 7. Safety and Emergency Response
- 8. Public Awareness
- 9. Contact Us

# **Safety Moment – Preparing for Winter Driving**

# Tires

• Snow tires or checking current tires

# Windshield

- Proper working wipers
- Snow scraper

# **Emergency Kit**

• Purchase proper kit



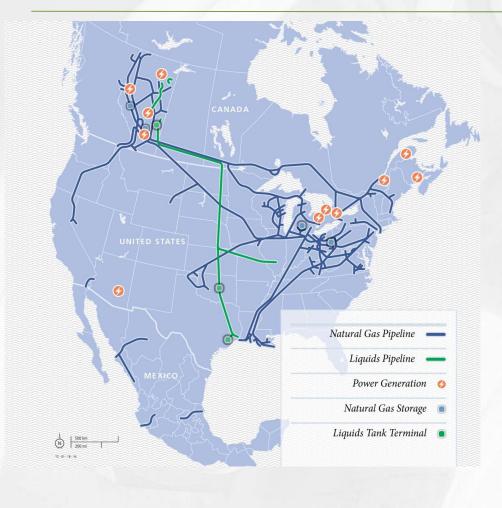
# **TC Energy – About our name change**

In May 2019, we changed our name from TransCanada to TC Energy to better reflect the scope of our operations and to reinforce our position as a leading North American energy infrastructure company.

Our new name TC Energy acknowledges TransCanada's proud history developing the energy infrastructure that millions of North Americans rely on every day, while it more clearly articulates the geography and diversity of our complete business – pipelines, power generation and natural gas storage operations in Canada, the U.S. and Mexico.

Whether you know us as TC Energy in English, TC Énergie in French or TC Energía in Spanish, the communities where we operate can continue to count on us to follow through on our commitments and live up to our core values of safety, responsibility, collaboration and integrity in everything we do.

# **TC Energy Overview**



# One of North America's Largest Natural Gas Pipeline Networks

- Operate 91,900 km (57,100 miles) of pipelines
- Transport ~25 per cent of continental demand
- Over 650 Bcf of gas storage capacity

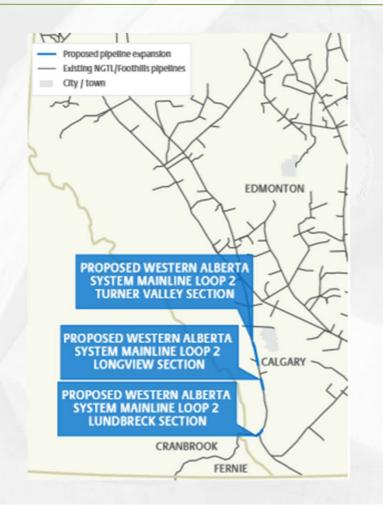
# One of Canada's Largest Private Sector Power Generators

- 11 power facilities, approximately 6,600 MW
- Diversified portfolio, including wind, nuclear and natural gas

# Premier Liquids Pipeline System

- 4,900 km (3,000 miles)
- Keystone: Long-term contracts to ship 555,000 bbl/d
- Safely delivered more than 1.6 billion barrels of Canadian oil to U.S. markets since 2010

# **NGTL West Path Delivery 2023**

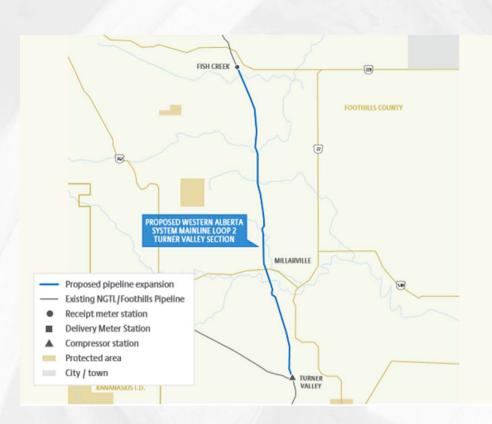


The Project is necessary to supply southwest Alberta, southern B.C. and connected downstream North American markets with natural gas produced in Western Canada.

# Components:

- This proposed project is made up of three sections
- The first is the proposed Turner Valley Section will consist of approximately 23 km of 48-inch diameter pipeline, located approximately 3 km northwest of the Town of Turner Valley, A.B.
- The second is the proposed Longview Section will consist of approximately 8 km of 48-inch diameter pipeline, located approximately 30 km southwest of the Town of High River, A.B.
- The third is he proposed Lundbreck Section will consist of approximately 7 km of 48-inch diameter pipeline, located approximately 30 km northwest of the Town of Pincher Creek, A.B.

# **Turner Valley Section**

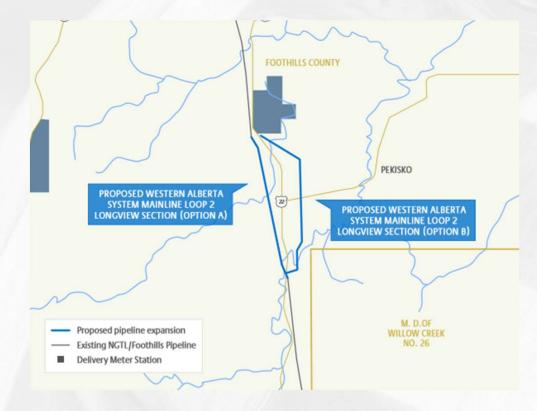


# **Turner Valley Section**

The proposed Turner Valley Section will consist of approximately 23 km of 48-inch diameter pipeline, located approximately 3 km northwest of the Town of Turner Valley, A.B.

Q3 2019	Engagement Start
Q2 2020	Project Notification
Q4 2020	Application
Q4 2022	Clearing Start
Q3 2023	Mainline Construction Start
Q4 2023 (commercial)	In Service Date

# **Longview Section**



# **Longview Section**

The proposed Longview Section will consist of approximately 8 km of 48-inch diameter pipeline, located approximately 30 km southwest of the Town of High River, A.B.

Engagement Start	
Project Notification	
Application	
Clearing Start	
Mainline Construction Start	
In Service Date	
	Project Notification Application Clearing Start Mainline Construction Start

# **Lundbreck Section**



## **Lundbreck Section**

The proposed Lundbreck Section will consist of approximately 7 km of 48-inch diameter pipeline, located approximately 30 km northwest of the Town of Pincher Creek, A.B.

Q3 2019	Engagement Start
Q2 2020	Project Notification
Q4 2020	Application
Q4 2022	Clearing Start
Q3 2023	Mainline Construction Start
Q4 2023 (commercial)	In Service Date

# **Project Workforce**

Estimated potential of 1000 workers for construction activities:

- Entry level labourers
- Highly skilled trades
- Local companies and workers
- Indigenous companies and workers

# Supplier Registration

<u>https://www.tcenergy.com/operations/vendors/</u>

# **What to Expect During Construction**

- TC Energy pipelines are built to meet or exceed industry and government standards for safety and reliable operation.
- Strive to limit noise, dust and smells throughout construction and operation of the Project.
- Make every effort to minimize the impact of traffic during the life of the Project.

# **Community Benefits**

- Community investment opportunities
- Contracting opportunities
  - Planning and Pre-Construction
  - Construction
  - Operations



# Safety and Emergency Response

- Top quality steel and welding techniques, confirmed by x-ray or ultrasound processes
- Before being placed in service, pipeline integrity is tested under pressure beyond the maximum operating pressure
- 24/7 monitoring by trained personnel at TC Energy's state-of-the-art Gas Control Centre
- Emergency Response Program, coordinated with local first responders
- A 65-year history of building and operating pipelines safely

# **Public Awareness**

TC Energy's Public Awareness Program shares safety information with the following groups:

- Emergency responders
- Excavators and contractors
- Affected public
  - Landowners, tenants, business owners, and schools
- Public officials
- Municipal staff and elected officials, Indigenous leaders and provincial representatives





# **Questions?**

For any inquiries you might have after this presentation, please contact our Public Affairs team:

Project Website:

https://www.tcenergy.com/operations/natural-gas/west-path-delivery-program/

Public Affairs – Preston Seier Phone: (587) 834-0658 Email: <u>preston\_seier@tcenergy.com</u>





### SPECIAL MEETING OF COUNCIL Town of Pincher Creek and Municipal District of Pincher Creek No. 9 Held on Thursday, November 21, 2019 in the Town Hall Council Chambers, commencing at 6:00 p.m.

IN ATTENDANCE: Mayor: Councillors:

Staff:

D. Anderberg M. Barber, W. Elliott, L. Jackson, S. Korbett, B. McGillivray and S. O'Rourke L. Wilgosh, Chief Administrative Officer and H. Koshney, Admin Assistant

MD Reeve:B. HammondMD Councillors:B. Everts, R. Lemire, Q. Stevick and T. YagosMD Staff:T. MacCulloch, Chief Administrative Officer

## 1. CALL TO ORDER

Mayor Anderberg called the meeting to order at 6:03 p.m.

# 2. AGENDA APPROVAL

## MCGILLIVRAY:

That Council for the Town of Pincher Creek approves the November 21, 2019 agenda as presented.

# **CARRIED 19-616**

## YAGOS:

That Council for the Municipal District of Pincher Creek No. 9 approves the November 21, 2019 agenda as presented.

## CARRIED

# 3. <u>ADOPTION OF AUGUST 20, 2019 SPECIAL COUNCIL MEETING MINUTES</u> KORBETT:

That Council for the Town of Pincher Creek accept the minutes of the Special Meeting of Council held on August 20, 2019 as information.

## **CARRIED 19-617**

#### HAMMOND:

That Council for the Municipal District of Pincher Creek No. 9 accept the minutes of the Special Meeting of Council held on August 20, 2019 as information.

#### CARRIED

#### 4. <u>NEW BUSINESS</u>

### 4.1 <u>Recycling Service Review</u>

Discussion took place regarding the recycling challenges the region is facing. Key is to work together to achieve a short-term and long-term solution.

### **JACKSON:**

That Council for the Town of Pincher Creek negotiate to continue the contract with K.J. Cameron Services Industries Ltd. for another six months, with provision for a further six months if required.

## CARRIED 19-618

#### LEMIRE:

That Council for the Municipal District of Pincher Creek No. 9 negotiate to continue the contract with K.J. Cameron Services Industries Ltd. For another six months, with provision for a further six months if required.

#### CARRIED

#### **MCGILLIVRAY:**

That Council for the Town of Pincher Creek invite Emile Saindon, Landfill Manager from the Crowsnest/Pincher Creek Landfill to the January Regional Meeting to discuss possibilities for a recycling operation.

#### **CARRIED 19-619**

#### **EVERTS:**

That Council for the Municipal District of Pincher Creek No. 9 invite Emile Saindon, Landfill Manager from the Crowsnest/Pincher Creek Landfill to the January Regional Meeting to discuss possibilities for a recycling operation.

#### CARRIED

## 4.2 Pincher Creek Early Learning Centre Update

An update was provided and detailed that the walls are going up, CFEP grant has been declined and the Board has expanded to include both school divisions.

#### **KORBETT:**

That Council for the Town of Pincher Creek receive the Pincher Creek Early Learning Centre report as information.

#### **CARRIED 19-620**

#### **EVERTS**:

That Council for the Municipal District of Pincher Creek No. 9 receive the Pincher Creek Early Learning Centre report as information.

#### CARRIED

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#### 4.3 <u>Joint Funding Organizational Presentations</u> MCGILLIVRAY:

That Council for the Town of Pincher Creek agree to the proposed 2% for the Pincher Creek & District Municipal Library as previously approved.

# CARRIED 19-621

# YAGOS:

That Council for the Municipal District of Pincher Creek No. 9 agree to the proposed 2% for the Pincher Creek & District Municipal Library as previously approved.

## CARRIED

It was agreed that the Regional Emergency Management Organization (REMO) would be tabled to the closed session.

## JACKSON:

That Council for the Town of Pincher Creek accept as requested from the Pincher Creek Humane Society with the same terms as last year.

## **CARRIED 19-622**

### **STEVICK:**

That Council for the Municipal District of Pincher Creek No. 9 accept as requested from the Pincher Creek Humane Society with the same terms as last year.

#### CARRIED

*Councillors Stevick and O'Rourke excused themselves due to potential conflict of interest at 7:15 p.m.* 

#### **MCGILLIVRAY:**

That Council for the Town of Pincher Creek agree to maintain the current funding until March 31, 2020 at the Vertical Church Food Bank.

#### **CARRIED 19-623**

#### LEMIRE:

That Council for the Municipal District of Pincher Creek No. 9 agree to maintain the current funding until March 31, 2020 at the Vertical Church Food Bank.

#### CARRIED

#### KORBETT:

That Council for the Town of Pincher Creek withdraw joint funding allocations for the Food Bank to purchase a trailer.

## **CARRIED 19-624**

## **EVERTS:**

That Council for the Municipal District of Pincher Creek No. 9 withdraw joint funding allocations for the Food Bank to purchase a trailer.

#### CARRIED

Mayor Anderberg called a recess at 7:36 p.m and back to order at 7:47 p.m. Councillors Stevick and O'Rourke returned to the meeting at 7:47 p.m. Councillor Korbett excused himself due to potential conflict of interest at 7:48 p.m.

#### JACKSON:

That Council for the Town of Pincher Creek accept the Pincher Creek Search and Rescue request as presented.

#### **CARRIED 19-625**

#### LEMIRE:

That Council for the Municipal District of Pincher Creek No. 9 accept the Pincher Creek Search and Rescue request as presented.

#### CARRIED

Councillor Korbett returned to the meeting at 7:52 p.m.

#### 4.4 Joint Funding Review Committee Terms of Reference

Terms of Reference Task Force will meet in January to prepare terms of reference and public release of financial allocations.

#### **ELLIOTT:**

That Council for the Town of Pincher Creek receive the Terms of Reference update as information, and agree to make the allocations public going forward.

#### **CARRIED 19-626**

#### **EVERTS:**

That Council for the Municipal District of Pincher Creek No. 9 receive the Terms of Reference update as information, and agree to make the allocations public going forward.

#### CARRIED

#### 4.5 Intermunicipal Collaboration Framework Update

The Town of Pincher Creek and the Municipal District of Pincher Creek No. 9 Chief Administrative Officers provided an update regarding upcoming meetings.

#### JACKSON:

That Council for the Town of Pincher Creek agree to move to a closed session of Council on Thursday November 21, 2019 at 8:02 p.m. with both Chief Administrative Officers present.

#### **CARRIED 19-627**

#### YAGOS:

That Council for the Municipal District of Pincher Creek No. 9 agree to move to a closed session of Council on Thursday November 21, 2019 at 8:02 p.m. with both Chief Administrative Officers present.

#### CARRIED

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#### **O'ROURKE:**

That Council for the Town of Pincher Creek agree to move out of a closed session of Council on Thursday, November 21, 2019 at 9:12 p.m.

#### **CARRIED 19-628**

#### **STEVICK:**

That Council for the Municipal District of Pincher Creek No. 9 agree to move out of a closed session of Council on Thursday, November 21, 2019 at 9:12 p.m.

CARRIED

#### **JACKSON:**

That Council for the Town of Pincher Creek accept the Regional Emergency Management Organization proposed budget for 2020.

#### **CARRIED 19-629**

#### YAGOS:

That Council for the Municipal District of Pincher Creek No. 9 accept the Regional Emergency Management Organization proposed budget for 2020.

CARRIED

#### JACKSON:

That Council for the Town of Pincher Creek direct administration to obtain a legal opinion for S.32 of the Pincher Creek Emergency Services Commission Membership Agreement.

#### **CARRIED 19-630**

#### LEMIRE:

That Council for the Municipal District of Pincher Creek No. 9 direct administration to obtain a legal opinion for S.32 of the Pincher Creek Emergency Services Commission Membership Agreement.

#### CARRIED

#### O'ROURKE:

That Council for the Town of Pincher Creek request the following information from the Chief of Pincher Creek Emergency Services Commission: a copy of the 20 (twenty) year capital plan, a list of financial reserves, the annual projected contributions required to fund the capital plan, in order to properly fund the reserves as required.

#### **CARRIED 19-631**

#### LEMIRE:

That Council for the Municipal District of Pincher Creek No. 9 request the following information from the Chief of Pincher Creek Emergency Services Commission: a copy of the 20 (twenty) year capital plan, a list of financial reserves, the annual projected contributions required to fund the capital plan, in order to properly fund the reserves as required.

#### CARRIED

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# 5. <u>ADJOURNMENT</u>

#### **ELLIOTT:**

That this Special Meeting of Council on November 21, 2019 be hereby adjourned at 9:25 p.m. **CARRIED 19-632** 

# YAGOS:

That this Special Meeting of Council on November 21, 2019 be hereby adjourned at 9:25 p.m.

# CARRIED

APPROVED BY RESOLUTION OF THE COUNCIL OF THE TOWN OF PINCHER CREEK, THIS DAY OF 2019

SEAL

NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON

### MINUTES MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9 COUNCIL MEETING NOVEMBER 26, 2019

The Regular Meeting of Council of the Municipal District of Pincher Creek No. 9 was held on Tuesday, November 26, 2019, at 1:00 pm, in the Council Chambers of the Municipal District Administration Building, Pincher Creek, Alberta.

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

STAFF CAO Troy MacCulloch, Director of Development and Community Services Roland Milligan, Director of Finance Meghan Dobie, and Executive Assistant Jessica McClelland

ABSENT Councillors Rick Lemire

Reeve Brian Hammond called the Council Meeting to order, the time being 1:00 pm.

A. ADOPTION OF AGENDA

Councillor Terry Yagos 19/514

Moved that the Council Agenda for November 26, 2019 be amended to include:

Business Arising from the Minutes

b) Amending Resolution 19/502 Per Capita Rate for Joint Funding

Finance

b) Budget 2020

And that the agenda be approved as amended.

Carried

# B. DELEGATIONS

<u>STARS</u>

Glenda Farnden with STARS attended the meeting at this time to update Council on STARS for the 2019 year. At present time they have a \$117 Million Capital Campaign, and are needing an additional \$26-\$30 Million remaining to reach their goal of 9 helicopters in their fleet to assist in serving Western Canada. Glenda thanked the MD Council for their continued commitment, the MD has been of support of STARS since 1991. Currently the MD is at the \$2 per capita amount, and STARS is requesting the same level of commitment for 2020.

Glenda Farnden left the meeting at this time, the time being 1:33 pm.

### Citizen Voice

Ianthe and Max Goodfellow attended the meeting at this time to discuss with Council their concerns and ideas regarding the MD's investment in recreation and recreation structures. They attended the Community Information Night held at the Town Hall on March 28, 2019. Town Council decided that two site plans for new recreation structures would be featured at that meeting. Both plans included a new curling rink. Citizens Voice has done some research and has some ideas and opinions on cost saving options for this development.

### RECESS

Reeve Brian Hammond declared the Council in recess, the time being 1:50 pm. Reeve Brian Hammond reconvened the meeting, the time being 2:43 pm.

C. MINUTES

**Council Committee Meeting Minutes** 

1.

D.

 Councillor Quentin Stevick
 19/515

 Moved that the Council Committee Meeting Minutes of November 12, 2019 be approved as presented.
 Carried

 3.
 Council Meeting Minutes

 Councillor Bev Everts
 19/516

 Moved that the Council Meeting Minutes of November 12, 2019, be approved as presented.
 Carried

 BUSINESS ARISING FROM THE MINUTES
 EVENTS

a) Mark Barber Presentation

Councillor Terry Yagos

Moved that the presentation on the proposed Golf Club/Curling Rink from Mark Barber be received as information. And that a letter be sent to him to thank him for his presentation and time into this project.

b) Amend 19/502 Per Capita for Joint Funding

Councillor Terry Yagos

Moved that Council amend resolution 19/502 for the per capita for Joint Funding to read that Council increase the 2020 per capita funding from \$39.58 to \$39.67, totalling \$262,121.00;

AND THAT Council agree to fund the following organizations for 2020:

- o 5 Pin Bowling Association, Pincher Creek
- o Allied Arts Council, Pincher Creek
- Chamber of Commerce, Pincher Creek
- Citizens on Patrol, Pincher Creek
- o Community Centre Hall Society, Pincher Creek
- o Cowley Lions Club
- Disc Golf, Pincher Creek
- o Family Resource Centre, Pincher Creek
- Handi-Bus Society, Pincher Creek
- Health Professionals, Pincher Creek
- o High School Rodeo Club, Pincher Creek
- o Historical Society, Pincher Creek
- o Livingstone Ski Academy Society
- Lundbreck Citizens Council
- Lundbreck Gardeners Club
- o Mustangs Football Society, Pincher Creek
- o Napi Friendship Centre
- o Oldman River Antique Equipment Society
- Oldman Rose Society
- o Pincher Planters

Carried

19/518

19/517

Minutes Regular Council Meeting Municipal District of Pincher Creek No. 9 November 26, 2019

- o SASCI
- o Trailbreakers
- Twin Butte Community Hall Society
- Windsor Heritage Drop-In Centre
- o Windy Hollow Players

#### Carried

19/519

#### E. UNFINISHED BUSINESS

a) Council Engagement for 2020

Councillor Bev Everts

Moved that Council sponsor and attend the following activities for 2020;

Emerging Trends

- RMA (2 conventions)
- Coffee with Council, to be taken from account 2-11-0-141-2141
  - Lundbreck in May
  - Summerview in June
  - MD Office in September

Carried

# F. COMMITTEE REPORTS / DIVISIONAL CONCERNS

- 1. Councillor Quentin Stevick Division 1
  - a) Chinook Arch Regional Library
  - b) ASB
- 2. Councillor Rick Lemire Division 2
- 3. Councillor Bev Everts– Division 3
  - a) FCSS
  - b) Alberta SouthWest
  - c) RMA

4.

- d) Beaver Mines Community Association
- Reeve Brian Hammond Division 4
- a) Pincher Creek Early Learning Center
- b) Recycle Committee
- 5. Councillor Terry Yagos Division 5
  - a) Landfill Association
  - b) Livingston Landowners Association

**Councillor Quentin Stevick** 

19/520

Moved to accept the Committee Reports and information.

## Carried

Public Works Assistant Manager Eric Blanchard attended the meeting at this time to discuss the call log, the time being 3:37 pm, and left at 3:48 pm.

### G. ADMINISTRATION REPORTS

- 1. Operations
  - a) Operations Report

Councillor Bev Everts

19/521

Moved that Council receive for information the following Operations documents for the period ending November 21, 2019.

- Operations Report
- Public Works Call Log
- Projects Status Update

Carried

- 2. Development and Community Services
  - a) Agricultural and Environmental Services Activity Report

Councillor Terry Yagos 19/522

Moved that Council receive for information, the Agricultural and Environmental Services Activity Reports for the period of November 16 to 30, 2019, as well as the call logs.

Carried

b) Elevation of Invasive Plants within the MD of Pincher Creek

Councillor Quentin Stevick 19/523

Moved that Council give Bylaw No. 1318-19, being a bylaw to designate the following plants as noxious weeds, first reading:

- Caraway (Carum carvi L.)
- Queen Anne's Lace (Daucus carota L.)
- Yellow-devil hawkweed (Hieracium glomeratum)
- King-devil hawkweed (Hieracium xfloribundum)
- European hawkweed (Hieracium sabaudum)
- Tall hawkweed (Hieracium piloselloides)
- Spotted hawkweed (Hieracium maculatum)
- Wall hawkweed (Hieracium murorum)
- Whiplash hawkweed (Hieracium flagellare)

Carried

Councillor Terry Yagos

19/524

Moved that Council give Bylaw No. 1318-19, being a bylaw to designate the following plants as noxious weeds, second reading:

- Caraway (Carum carvi L.)
- Queen Anne's Lace (Daucus carota L.)
- Yellow-devil hawkweed (Hieracium glomeratum)
- King-devil hawkweed (Hieracium xfloribundum)
- European hawkweed (Hieracium sabaudum)
- Tall hawkweed (Hieracium piloselloides)
- Spotted hawkweed (Hieracium maculatum)

- Wall hawkweed (Hieracium murorum)
- Whiplash hawkweed (Hieracium flagellare)

Carried

Councillor Quentin Stevick 19/525

Moved that Bylaw No. 1318-19, being a bylaw to designate the following plants as noxious weeds, be presented for third and final reading:

- Caraway (Carum carvi L.)
- Queen Anne's Lace (Daucus carota L.)
- Yellow-devil hawkweed (Hieracium glomeratum)
- King-devil hawkweed (Hieracium xfloribundum)
- European hawkweed (Hieracium sabaudum)
- Tall hawkweed (Hieracium piloselloides)
- Spotted hawkweed (Hieracium maculatum)
- Wall hawkweed (Hieracium murorum)
- Whiplash hawkweed (Hieracium flagellare)

Carried Unanimously

Councillor Bev Everts

19/526

Moved that Council give Bylaw No. 1318-19, being a bylaw to designate the following plants as noxious weeds, third reading:

- Caraway (Carum carvi L.)
- Queen Anne's Lace (Daucus carota L.)
- Yellow-devil hawkweed (Hieracium glomeratum)
- King-devil hawkweed (Hieracium xfloribundum)
- European hawkweed (Hieracium sabaudum)
- Tall hawkweed (Hieracium piloselloides)
- Spotted hawkweed (Hieracium maculatum)
- Wall hawkweed (Hieracium murorum)
- Whiplash hawkweed (Hieracium flagellare)

#### Carried

#### c) Road Closure Resolution Maycroft Road Realignment (Plan 191 1753)

Councillor Bev Everts

19/527

Moved that 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, Chapter M26, Revised Statutes of Alberta 2000, as amended.

WHEREAS, the lands hereafter described are no longer required for public travel, NOW THEREFORE be it resolved that the Council of the Municipal District of Pincher Creek No. 9 does hereby close the following described road, subject to rights of access granted by other legislation.

NE 26-10-3-5 THAT PORTION OF ROAD PLAN 2183HX LYING TO THE NORTH OF ROAD PLAN 1911753. Minutes Regular Council Meeting Municipal District of Pincher Creek No. 9 November 26, 2019

# CONTAINING 0.017 HECTARES (0.042 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS To be placed back in Certificate of Title No: 041 107 824 +

Cai	rrie	d
Ca	110	<i>u</i>

Councillor Quentin Stevick 19/528

Moved that 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, Chapter M26, Revised Statutes of Alberta 2000, as amended.

WHEREAS, the lands hereafter described are no longer required for public travel, NOW THEREFORE be it resolved that the Council of the Municipal District of Pincher Creek No. 9 does hereby close the following described road, subject to rights of access granted by other legislation.

NW 26-10-3-5 THAT PORTION OF ROAD PLAN 2183HX FORMING PART OF LOT 2, BLOCK 1, PLAN ---CONTAINING 1.003 HECTARES (2.48 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS To be transferred to: VERNE H DENNIS AND IDA A DENNIS Both of PO Box 147, Lundbreck, Alberta, TOK 1HO AS JOINT TENANTS

Carried

Councillor Terry Yagos 19/529

Moved that 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, Chapter M26, Revised Statutes of Alberta 2000, as amended.

WHEREAS, the lands hereafter described are no longer required for public travel, NOW THEREFORE be it resolved that the Council of the Municipal District of Pincher Creek No. 9 does hereby close the following described road, subject to rights of access granted by other legislation.

SE 34-10-3-5 THAT PORTION OF ROAD PLAN 5243BM LYING TO THE NORTH OF ROAD PLAN 1911753. CONTAINING 0.389 HECTARES (0.961 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS To be placed back in Certificate of Title No: 191 181 078 +2

Carried

d) <u>Road Closure Bylaw 1317-19 (Rigaux)</u>

Councillor Terry Yagos 19/530

Moved that Council give first reading to Road Closure Bylaw 1317-19 being the Bylaw to close that portion of Government road allowance contained within lot 2, block 1, plan

Containing 1.18 hectares (2.92 acres) more or less Excepting thereout all mines and minerals;

AND THAT the required Public Hearing be scheduled for 1:00 PM, January 14, 2020.

e) Road Closure Bylaw 1316-19 (Smithens)

Councillor Bev Everts 19/531

Moved that Council give first reading to Road Closure Bylaw 1316-19 being the Bylaw to close that portions of Government road allowance contained within Lot 3, Block 1, Plan \_\_\_\_\_

Containing 0.208 Hectares (0.51 acres) more or less Excepting thereout all mines and minerals;

AND THAT the required Public Hearing be scheduled for 1:00 pm, January 14, 2010.

f)	AES Operating Budget	Carried
	Councillor Bev Everts	19/532

Moved that Council approve a contribution of \$1,500 to Rural Roots Canada Ag Day event and a contribution of \$5,000 to the Foothills Forage and Grazing Association within the 2020 AES operating budget as per the Agricultural Service Board.

Carried

- 3. Finance
  - a) Additional Property Tax Write-Off (Lexin and Questfire)

Councillor Terry Yagos 19/533

Moved that Council write off property taxes owing from Lexin Resources Ltd. in the amount of \$92,093.78 and Questfire in the amount of \$4,989.51 through the Tax Rate Stabilization Reserve (6-12-0-735-6735).

Carried

b) <u>Budget 2020</u>

Councillor Terry Yagos 19/534

Moved that the 2020 Operating and Capital Budget be approved.

Carried

- 4. Municipal
  - a) Chief Administrative Officer Report

Councillor Quentin Stevick 19/535

Moved that Council receive for information, the Chief Administrative Officer's report for the period of November 12, 2019 to November 26, 2019.

Carried

#### H. CORRESPONDENCE

- 1. For Action
  - a) Fair Deal Panel Research

Councillor Bev Everts 19/536

Moved that Fair Deal Panel Research be deferred to staff for further information.

# Carried

b) Community Mental Health Action Plan – Immersion Training

Councillor Bev Everts 19/537

Moved that administration be directed to inquire about sponsorship for the community mental health action plan immersion training.

#### Carried

c) Invitation to Attend – Facilitated Transportation Meeting

Councillor Terry Yagos 19/538

Moved that Reeve Brian Hammond be authorized to attend the facilitated transportation meeting.

Carried

d)	Letter of Concern for Landfill	

Councillor Terry Yagos 19/539

Moved that Council forward the letter of concern to the Landfill Association.

Carried

e) Rapattack Wildland Firefighter Cuts

Councillor Bev Everts 19/540

Moved that a letter of support be sent to the Rappattack Wildland Firefighter Cuts.

# Carried

f) Twin Butte Community Association

Councillor Quentin Stevick 19/541

Moved that Council grant the Twin Butte Community Association 50 yards of road crush gravel in exchange for the dirt they provided to the MD for the approach.

g) Lethbridge County Invoice

Councillor Bev Everts 19/542

Moved to direct administration to further investigate the Lethbridge County invoice and return it to the Council meeting on December 10, 2019.

Carried

h) RMA Rebate

Councillor Bev Everts 19/543

Moved that the RMA Rebate, in the amount of \$908.27 be put into account (2-75-0-770-2765) Grants to Groups and Organizations.

Carried

2. For Information

Councillor Terry Yagos 19/544

Moved to receive the following as information:

- o Letters regarding Public Hearing on Bylaw 1313-19,
  - o James Tweedie
    - Alberta Wilderness Association
  - o Gordon Petterson

Carried

I. CLOSED SESSION

Councillor Terry Yagos	19/545
------------------------	--------

Moved that Council move into closed session, the time being 5:15 pm, to discuss ASB Membership – FOIP Section 19.

Councillor Terry Yagos 19/546

Moved that Council move out of closed session, the time being 5:24 pm.

Carried

Carried

Councillor Quentin Stevick 19/547

Moved that Anna Welsh be offered the position on the Agricultural Service Board.

- J. NEW BUSINESS
- K. ADJOURNMENT

Councillor Quentin Stevick 19/548

Moved that Council adjourn the meeting, the time being 5:26 pm.

Minutes Regular Council Meeting Municipal District of Pincher Creek No. 9 November 26, 2019

REEVE

CHIEF ADMINISTRATIVE OFFICER

#### MINUTES COUNCIL COMMITTEE MEETING MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9 Tuesday, November 26, 2019, 9:00 am

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

- Staff: CAO Troy MacCulloch, Director of Development and Community Services Roland Milligan, Director of Finance Meghan Dobie, Executive Assistant Jessica McClelland, and Environmental Services Technician Lindsey Davidson
- Absent: Councillor Rick Lemire

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

1. Approval of Agenda

Councillor Quentin Stevick

Moved that the agenda for November 26, 2019, be approved as presented.

Carried

2. 2020 Budget Discussions

Council and financial staff discussed the draft 2020 budget.

3. Adjournment

Councillor Quentin Stevick

Moved that the Committee Meeting adjourn, the time being 11:53 am.

Carried

# THE CROWSNEST/PINCHER CREEK LANDFILL ASSOCIATION MINUTES October 16, 2019

The regular meeting of The Crowsnest/Pincher Creek Landfill Association was held on Wednesday October 16, 2019 at 9:00 a.m. at the Landfill administration office.

Present: Quentin Stevick, Municipal District of Pincher Creek #9 Dean Ward, Municipality of Crowsnest Pass Dave Filipuzzi, Municipality of Crowsnest Pass Gord Lundy, Municipality of Crowsnest Pass Brian McGillivray, Town of Pincher Creek Mary Kittlaus, Village of Cowley Emile Saindon, Landfill Manager Jean Waldner, Office Administrator

#### **AGENDA**

Brian McGillivray Moved the agenda be adopted as presented

#### **MINUTES**

Mary Kittlaus Moved the minutes of September 18, 2019 be accepted after a correction be made on the Director's names attending the last meeting.

#### MANAGER'S REPORT

- 1. MSW steady with local fall clean ups in progress.
- 2. Industrial cell has been steady this month.
- 3. Having Leachate hauled away after 2 early winter snow storms.
- 4. Working on preparing budget presentation.
- 5. Several industrial projects on the table for the next few months.
- 6. Out of region waste numbers up this year.

#### Dave Filipuzzi

Moved that the Manager's report be accepted for information. Carried. 10.16.19-1225

Carried. 10.16.19-1223

#### **FINANCIAL REPORT**

The Income Statement and Balance sheet to October 10, 2019 was reviewed. Administration presented the Board of Director's with a rough draft of our proposed operational budget, with a separate spreadsheet on tipping fees in Southern Alberta.

Quentin Stevick

Moved the regular financial information be accepted as information, and the operation budget be tabled for the November's meeting. This will give all Director's time to look over the financial information proposed for next year.

#### LANDFILL ASSOCIATION BYLAWS UPDATE

Dean Ward distributed some information from BrownLee LPP regarding some questions Brian had with the Omnibus Resolution that was signed by the Director's previously.

Brian was satisfied with the answers. The Bylaw committee will meet here at the Landfill On Monday October 28, 2019 at 9:00 AM to proceed with the re-wright of the Landfill Bylaws. Brian McGillivray

Moved the Landfill Bylaws be tabled to the November meeting. The Bylaw Committee will give a progress report from the October 28<sup>th</sup>, 2019 meeting at that time. Carried. 10.16.19-1227

# **DONATION REQUEST FROM THE TOWN OF PINCHER CREEK RECREATION DEPARTMENT**

A donation request from The Town of Pincher Creek Recreation Department asking for support for their Skate Lending Program.

Quentin Stevick

Moved \$500.00 be donated to The Town of Pincher Creek Recreation Department for their Skate Lending Program. Carried. 10.16.19-1228

#### DONATION REQUEST FROM THE CROWSNEST CONSOLIDATED HIGH SCHOOL

A donation request from the Crowsnest Consolidated High School for their Secret Santa 12 Days of Christmas fundraising event.

**Brain McGillivray** 

Moved \$500.00 be donated towards the CCHS Secret Santa 12 Days of Christmas Event.

Carried. 10.16.19-1229

## **IN CAMERA CLOSED MEETING REQUESTED BY LANDFILL DIRECTOR'S**

Dave Filipuzzi Moved the meeting go into a closed in camera session at 9:25 am. **Quentin Stevick** Moved the meeting come out of the closed in camera session at 9:41 am.

> Carried. 10.16.19-1230

### **Correspondence:**

A Thank you letter was distributed from The Group Group Youth Society for helping them With their Youth Community Photography Project.

### **NEXT MEETING DATES**

November 20th, 2019 December 11th, 2019

Tabled Items 2020 Operational Budget, Landfill Bylaws update.

### **ADJOURNMENT**

Quentin Stevick Moved the meeting adjourn 9:46 a.m.

Carried. 10.16.19-1231

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n Waldner

# **Pincher Creek and District**



## DRAFT – Sent October 31. 2019

## FCSS Board Meeting, October 30, 2019 – Council Chambers 6:30 PM Minutes

Board Members Present: Kellie LeBlanc, Don Anderberg, Kathy Verhagen, Mary Kittlaus, Bev Everts

Absent with regret: Stephanie Smith

1.)

## Call to order: Kellie Leblanc called the meeting to order at 6:30 PM

Confirmation of Quorum: A quorum was present

## 2.) Approval of Agenda

Motion 12 / 226 Anderberg That the Agenda be approved as amended to include Item 4 e.) Food Bank and 4 f.) Council Appointments to Board Carried

3.) Approval of Minutes of Oct 2, 2019

Motion 12 / 227 Everts That the Minutes of the October 2, 2019 meeting be approved as circulated. Carried

## 4.) New and on-going Business

a.) Grant Applications 2020: The Board discussed the October 2 grant application review. All information requests have been satisfied.

## Motion 12/228 Verhagen

That the 2020 grant applications as listed below and totaling \$253,237.00, be approved. Carried

### FCSS 2020 Grants

Ranchlands Victim Services		
Society	3,500.00	
Canyon Cubs Pre-School	13,700.00	
Healthy Families Home Visitation	23,790.00	
Historical Society	8,000.00	
Family School Liaison Counsellor	15,000.00	
Roots of Empathy	5,770.00	
Metis Association	0.00	
Group Group Youth	60,000.00	
PC Family Centre	32,000.00	
Early Childhood Coalition	12,000.00	
SASCI	0.00	
Allied Arts Council	10,519.00	
Care Bears Society	0.00	
Easy Focus Brain Fitness Program	0.00	
McMan	0.00	
TOTAL Project request	184,279.00	
FCSS Administration	68,958.00	
TOTAL Projects and Admin	253,237.00	
Funds available		
Town of Pincher Creek	28,563.00	
Province	114,253.00	
MD of Pincher Creek	26,703.00	
Province	106,811.00	
Village of Cowley	2,039.00	
Province	8,155.00	
TOTAL FUNDS AVAILABLE	286,160.00	
TOTAL Grants & Admin	253,237.00	
Surplus	32,923.00	
-		

Notifications will be made and contracts will be prepared.

- b.) Social Needs Assessment The survey is ready for distribution. David has prepared a list of agencies that will be notified through the FCSS office. The deadline for receipt of surveys will be November 30.
- c.) 2020 Provincial Funding The Board has received confirmation that provincial FCSS funding for 2020 is secure. The Government of Alberta is working to establish a three year funding agreement with FCSS. Annual Report and Outcome Measures reporting processes are being reviewed under the Red Tape Reduction Act.
- d.) Advertising for Board Members: With both Kellie and Bonnie resigning, it was agree to begin advertising for two new Board Members

## Motion 12 / 229 Everts

# That the Board begin advertising for two new members. Carried

David will request letters of resignation from both retirees.

- e.) Food Bank: It has come to the attention of the Board that the Food Bank has been closed for a week and a half. Family referrals are being made to the Alberta Supports office. David will make inquiries regarding on-going operations.
- f.) Council Representatives: The Board has been informed that the M.D. representatives on the FCSS Board are Bev Everts with Rick Lemire as alternate. It was confirmed that Don Anderberg will continue to represent Town Council on the Board.

## 5.) Date for Next Board Meeting: November 18, 2019 6:30 PM in Council Chambers.

**6.**) **Adjournment:** There being no further business, Kellie Leblanc declared the meeting adjourned at 7:40 PM.

Read and approved this \_\_\_\_\_\_ of November, 2019

Director

Coordinator



## MINUTES – 3 (2019) GENERAL BOARD OF DIRECTORS' MEETING Thursday, September 5, 2019 – 7:10 p.m. ORRSC Conference Room (3105 - 16 Avenue North, Lethbridge)

### **BOARD OF DIRECTORS:**

Kevyn Stevenson	Villago of Arrowwood
Delbert Bodnarek (absent)	
Ed Weistra	Village of Barons
Tom Rose (absent)	Town of Bassano
Norman Gerestein	City of Brooks
Jim Bester	Cardston County
Richard Bengry	Town of Cardston
Peggy Hovde	Village of Carmangay
Jamie Smith (absent)	Village of Champion
Doug MacPherson (absent)	Town of Claresholm
Butch Pauls	
Elizabeth Christensen	Town of Coalhurst
Tanya Smith	Village of Coutts
Warren Mickels (absent)	Village of Cowley
Dave Filipuzzi	Mun. Crowsnest Pass
Dean Ward	Mun. Crowsnest Pass
Kole Steinley (absent)	Village of Duchess
Gordon Wolstenholme	Town of Fort Macleod
Gerry Carter	Village of Glenwood
-	
Suzanne French (absent)	
Morris Zeinstra (absent)	

Brad Koch (absent)	
Richard Van Ee	
Peggy Losey	Town of Milk River
Sheldon Walker	Village of Milo
Dan McLelland	Town of Nanton
Clarence Amulung	
Marinus de Leeuw	Village of Nobleford
Henry de Kok (absent)	Town of Picture Butte
Bev Everts	M.D. of Pincher Creek
Don Anderberg	Town Pincher Creek
Ronald Davis (absent)	
Stewart Foss	
Don Norby (absent)	
Matthew Foss	Village of Stirling
Jennifer Crowson (absent)	
Margaret Plumtree	
Jason Schneider (absent)	Vulcan County
Lyle Magnuson	
David Cody	
Eric Burns (absent)	
lan Sundquist (absent)	

### STAFF:

Lenze Kuiper	Director
Erin Graham	Assistant Planner
Max Kelly	Assistant Planner

Hailey Winder	Assistant Planner
Sherry Johnson	Bookkeeper
Barb Johnson	Executive Secretary

### AGENDA:

1.	Approval of Agenda – September 5, 2019
2.	Approval of Minutes - June 6, 2019

3.	Business Arising from the Minutes
4.	Reports
	(a) Executive Committee Report
5.	Business
6.	Accounts
	<ul> <li>(a) Summary of Balance Sheet and Statement of Income for the 7-month period: January 1 - July 31, 2019</li></ul>
8.	Adjournment – Next meeting December 5, 2019



### CHAIR GORDON WOLSTENHOLME CALLED THE MEETING TO ORDER AT 7:10 P.M.

### 1. APPROVAL OF AGENDA

•

### Moved by: Richard Bengry

THAT the Board of Directors approve the agenda of September 5, 2019, as presented. CARRIED

### 2. APPROVAL OF MINUTES

### Moved by: Ed Weistra

THAT the Board of Directors approves the minutes of June 6, 2019, as presented. CARRIED

### 3. BUSINESS ARISING FROM THE MINUTES

None.

### 4. **REPORTS**

### (a) Executive Committee Report

• Chair Gordon Wolstenholme reviewed the Executive Committee Report for the meeting of August 8, 2019. A typographical error in Subdivision Activity 2019 stated subdivision revenue as of June 30 was \$51,482.50, which should have been \$151,482.50.

### 5. BUSINESS

None.

### 6. ACCOUNTS

(a) Summary of Balance Sheet and Statement of Income for the 7-month period: January 1 - July 31, 2019

### Moved by: David Cody

THAT the Board of Directors approve the Balance Sheet and Statement of Income for the 7month period: January 1 - July 31, 2019.

### 7. ADJOURNMENT

### Moved by: Peggy Losey

THAT we adjourn the General Board of Directors' Meeting of the Oldman River Regional Services Commission at 7:20 p.m. until <u>Thursday, December 5, 2019 at 7:00 p.m.</u>.

/bj

CHAIR:



# Board Meeting October 17, 2019 | 7:00 PM | Town Council Chambers Minutes – SIGNATURE COPY

### In Attendance

### **Board Members Present**

Don Anderberg, Brian McGillivray, Scott Korbett, Christy Gustavison and Ola Crook

### PCCELC Staff Present

Stephanie Smith

### Town Staff Present

La Vonne Rideout, Wendy Catonio, David Green and Dylan Bennett

#### 1. Call to Order

Don called the meeting to order at 7:03 p.m.

### 2. Approval of Agenda

Motion | ELC-089 | McGillivray

That the agenda be approved as amended, with the amendment being the adjustment of Item 4.a. to read "Financial Report/Approval of Auditor" and the addition of Items 6.f. Roundtable Discussion and 6.g. Response to iWorQ's Questions Regarding the Early Learning Centres. Carried

### 3. Approval of Minutes of September 19, 2019 Meeting

Motion | ELC-090 | Crook That the minutes of the September 19, 2019 meeting be approved as circulated. Carried

### 4. Operations Update – PCCELC Ltd. – Kathy DeGinnus/Stephanie Smith

### a. Financial Report/Approval of Auditor

David advised that the September 2019 Financial Report was currently not up to date. The report will be distributed to the Board at a later point in time.

Stephanie addressed the Board's concerns regarding late payments from the government.

Wendy recommended that the Board remain with Avail for at least a couple of years to streamline the reporting and payroll processes. The Board agreed to assess the need for auditing services on a yearly basis.

#### Motion | ELC-091 | Korbett

That the Board utilize Avail LLP as the auditor for the PCCELC Ltd. for this year. Carried

#### b. Administrative Matters

i. Yearly Reviews - Done Yet?

Stephanie advised that the yearly reviews have not been completed. La Vonne advised that the reviews will begin on Monday and should be completed by the next board meeting.

### Motion | ELC-092 | Korbett

That the Board defer the Yearly Reviews discussion to the next board meeting. Carried

#### ii. Benefits Discussion

Stephanie advised that the Centre is looking into a basic benefits package that requires a co-pay from employees. La Vonne advised that staff could be hesitant towards the benefits package once a cost is involved on their part. The Centre agreed to present benefits options and costs at the next board meeting.

#### c. Client Numbers - St. Michael's

The October 2019 Enrollment Report was distributed in the agenda package. The following statistics were provided in the report:

AGE GROUP	MAX	CURRENT
0 – 18 Months (Infant)	8 (6 if one or more under	2 Full-Time
	12 months)	4 Part-Time
		Total: 5

19-36 Months (Toddlers)	12	8 Full-Time
		8 Part-Time = 4 Full-Time
-		Total: 12
3 – 6 Years Old (Preschool)	16	6 Full-Time
· · · · · · · · · · · · · · · · · · ·		17 Part-Time = 10 Full-
		Time
		Total: 16
Out-of-School Care	20	6 Full-Time
		13 Part-Time = 10 Full-
		Time
		Total: 16

Total Children Enrolled: 55

Total Spaces Used: 49 of 56

- We have the availability for 3 full-time children ages 13-18 months. However, we need a CDW or CDS to staff this position we have a part-time staff member that will potentially move to full-time to fill this position, but not a CDW/CDS.
- Our part-time spots in the preschool-aged room for Monday/Wednesday have been filled – we are operating between 14-16 all 5 days of the week in this classroom.
- We have 4 full-time OSC spots and 6 part-time spots available (Tuesday, Thursday availability only to share with our Monday/Wednesday Kindergarten children).
- We have 24 children on our waiting list, each with varying degrees of childcare needs (including: as soon as possible, at a later date, and part-time or full-time).
- We updated the waitlist and were able to remove a few who have found care, but we just as quickly added more to the list leaving it at 24.

Stephanie advised that the Centre is in need of staff who possess higher qualifications.

### Motion | ELC-093 | Gustavison

### That the Board accept the October 2019 Enrollment Report as presented. Carried

Stephanie advised that the Centre would like to take the older children to visit the Holiday Train on December 11<sup>th</sup>, and she suggested the town bus could be used as transportation. David will schedule the bus for the event and Scott will find a qualified driver. Brian advised that the Canyon Early Learning Centre could be invited to the event as well.

The Board discussed the idea of appointing a representative from LRSD and HSSD to the Board.

Motion | ELC-094 | Crook

That the Board recommend Council appoint a representative from Livingstone Range School Division No. 68 and Holy Spirit School Division No. 4 to the PCCELC Ltd. Board of Directors.

Carried

Stephanie left the meeting at 7:35 p.m.

### 5. Business Arising

- a. Construction
  - i. Building Committee Report

The minutes from the last two Building Committee Meetings were reviewed. Scott advised that additional expenditures have arisen that were not accounted for in the budget. These items include: furnishings for the new centres, power installation costs and the extra topsoil removal at the St. Mike's location.

A representative from the Building Committee will attend each site meeting.

### ii. Paint Colors

La Vonne presented the Board with a few color scheme options for the new centres. It was indicated that the interior will assume more neutral colors. La Vonne advised that she will be in contact with the interior designer.

### iii. Public Relations - On-Going Public and Council Communication

David advised that Marie published a brief construction update this week. She will attempt to post an update on a bi-weekly basis.

### 6. Unfinished/New Business

g. Response to iWorQ's Questions Regarding the Early Learning Centres

David advised that several questions pertaining to the new centres were submitted by a resident through the iWorQ's system. It was recommended that updates be published in print media to clarify these types of concerns. The Board discussed the idea of creating a separate Early Learning Centres category in the iWorQ's system.

### a. Meeting with the Minister of Children's Services

The Board discussed the items covered during the meeting and the feedback received from the Minister. The Minister suggested that the Board seek out corporate sponsors and fundraising opportunities to secure additional funding for the centres. The Board discussed potential sponsorship opportunities with local corporations. Administration will draft a thank you letter for the Minister and other participants. The Board was advised that Brian Hammond has been officially posted to the PCCELC Board of Directors following Council's approval on October 15<sup>th</sup>.

#### b. Grant Applications – Renewables/Options/CFEP

The CFEP grant application was discussed with the Minister during the meeting. The Board discussed additional grant applications that are currently being investigated.

#### c. Janitorial

Brian, as per Stephanie's request, may no longer be meeting with Chris Smeaton to discuss the janitorial issues at the Centre. Brian will follow-up with Stephanie and report back to the Board.

#### d. Training – Budget, Timeline, Advertising

David advised that training and recruitment timelines need to be established well ahead of the May opening date. La Vonne advised that a staff recruitment strategy will be developed based on the projected attendance from the wait list. La Vonne will attempt to prepare this strategy in time for the next board meeting.

#### Motion | ELC-095 | McGillivray

That the Board direct La Vonne to develop a basic recruitment strategy, together with the associated costs, for presentation at the next board meeting. Carried

### e. Operational Budget Review

David advised that additional items have been added which impact the operational budget. The four-year budget plan will need to be revised to reflect these new expenditures. Administration will perform the necessary adjustments and present the four-year budget for review at the next board meeting.

#### Motion | ELC-096 | Korbett

That the Board defer the Operational Budget Review to the November 19, 2019 Board Meeting.

Carried

### f. Roundtable Discussion

David advised that the Roundtable Discussion item will be included in each agenda moving forward.

Wendy inquired into the process of transitioning the Centre's operations from Kathy to Stephanie. La Vonne advised that she will be working with Stephanie to address her concerns and assist with the transition.

David and Wendy discussed the CIBC diagnostic review process with the Board.

La Vonne advised that Stephanie's spouse has expressed interest in working at the new centres. The Board agreed that this situation could pose a conflict of interest.

### 7. Date for Next Meeting

### Tuesday, November 19, 2019 at 7:00 p.m. in the Town Council Chambers

The Board agreed to change the date of the next meeting due to a conflict with the Joint Council Meeting on November 21<sup>st</sup>.

#### 8. Adjournment

There being no further business, Brian McGillivray declared the meeting adjourned at 8:40 p.m.

Read and approved this	19th.	of November 2019	
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Director		Director	

## Pincher Creek Community Early Learning Centre

BALANCE SHEET

DRAFT

As of September 30, 2019

Assets	ΤΟΤΑΙ
Assets Current Assets	
Cash and Cash Equivalent	
1060 ATB Bank Account	
Total Cash and Cash Equivalent	263.16
Accounts Receivable (A/R)	\$263.10
1202 Government Funding Receivable	
1205 Child Care Fees Receivable	12,325.01
Total Accounts Receivable (A/R)	3,841.75
	\$16,166.76
1400 Prepaid expenses Total Current Assets	454.00
	\$16,883.92
Non-current Assets	
Property, plant and equipment	
1820 Office Furniture	25,564.00
1830 Computer equipment	2,887.00
Total Property, plant and equipment	\$28,451.00
1825 Office furniture - Accumulated amortization	-2,130.00
1835 Computer equipment- accumulated amortization	-361.00
Total Non Current Assets	\$25,960.00
Total Assets	\$42,843.92
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable (A/P)	\$8,224.60
2300 Deposits	9,350.00
2400 Payroll Liabilities	6,239.79
Total Current Liabilities	\$23,814.39
Total Liabilities	\$23,814.39
Equity	
3005 Share capital	100.00
Retained Earnings	29,409.86
Profit for the year	-10,480.33
Total Equity	\$19,029.53
Total Liabilities and Equity	\$42,843.92

Accrual Basis Tuesday, October 29, 2019 02:32 PM GMT-7

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## Pincher Creek Community Early Learning Centre

PROFIT AND LOSS

January - September, 2019

DRAFT

	TOTAL
INCOME	
4200 Sales	156,703.87
4320 Subsidies	100,647.78
4327 Benefit Contribution Grant	3,571.72
4329 Infant Care Incentive	8,100.00
4470 Interest Income	0.43
4800 Town of PC - Reimbursed Expense	24,160.00
Total Income	\$293,183.80
GROSS PROFIT	\$293,183.80
EXPENSES	
5200 Supplies	3,669.52
5210 Activities/field trips	77.00
5440 WCB Expense	1,719.64
5685 Insurance	2.288.11
5690 Interest & Bank Charges	259.89
5700 Office Supplies	1,462.28
5730 Professional Fees	5,724.60
5750 Training	625.68
5760 Rent	6,750.00
5860 Licenses and Memberships	382.75
5999 SKFDH Contract	37,500.00
Payroll Expenses	243,204.66
Total Expenses	\$303,664.13
PROFIT	\$ -10,480.33

Accrual Basis Tuesday, October 29, 2019 02:32 PM GMT-7

1/1



November 18, 2019

File: 2019-0305-01/02

Town of Pincher Creek Box 159, 962 St. Johns Avenue Pincher Creek, AB TOK 1W0

Attention:David Green, Coordinator, PCCELCCC:PCCELC Building Committee, Town of Pincher Creek

# Construction Summary Report – November 1, 2019



Early Learning Center Building Construction

Canyons & St. Michael's



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# 1 INTRODUCTION

Talbera International Technologies Ltd (Talbera) has been tasked with the contract administration and construction supervision for Canyons and Saint Michael's Early Learning Centre Facility in Pincher Creek. This report is a summary of the major items performed by the contractors from the start of construction to November 1, 2019.

# 2 LOCAL BUSINESS AND CONTRACTORS USED TO DATE

## COMPANY

- Gray Rock Construction
- DJ Equipment Rental
- Reg O'Sullivan
- Edge Con
- Rona
- Centurion Energy Services
- Rite Line Electric

## SUBJECT

Excavation/Snow Removal Equipment Rental Concrete Concrete Pump Truck Building Materials Locates for McNally Construction Irrigation Locates

# CANYONS SITE PROGRESS

# **3** CANYONS SITE PROGRESS

## 3.1 AUGUST 21 TO SEPTEMBER 30

Dennis Dirtworx

- Installed sanitary and water services from Victoria Crescent to building footprint.
- Removed top soil from building site and completed sub-grade prep.
- Imported clay fill to bring site up to design grade.

Silver Ridge Construction

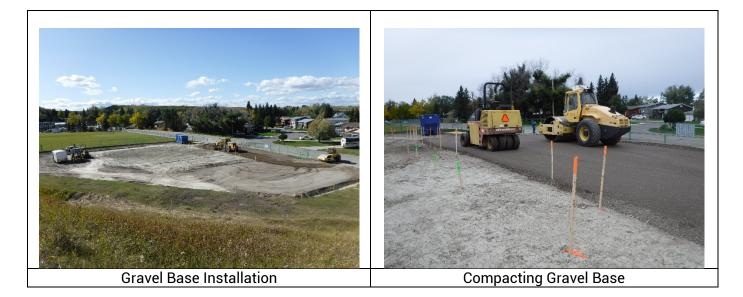
- Delivered site office trailers for Talbera and Silver Ridge Construction.
- Delivered swamp mats for site office area.

## **McNally Contractors**

• Installed and compacted 200 mm gravel base for parking lot and front access.



# CANYONS SITE PROGRESS



## **3.2 OCTOBER 1 TO OCTOBER 15**

Silver Ridge Construction

- Piling for Foundation approximately 50% completed. (53 Piles in total)
- Snow removal.



# CANYONS SITE PROGRESS

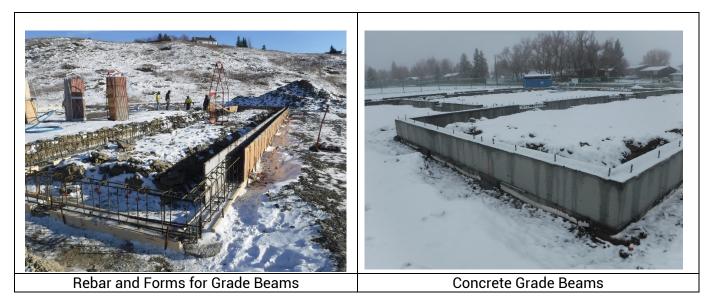
## 3.3 OCTOBER 16 TO NOVEMBER 1

### **McNally Contractors**

- Installed concrete approaches for parking lot.
- Installed concrete access walkway.
- McNally was unable to pave parking lots due to the amount of snow received on site in October. Paving will be completed in the spring.

Silver Ridge Construction

- Excavation for grade breams between piles.
- Insulation, rebar and forms installed for grade beams.
- Grade beams poured.



## 3.4 MAJOR MILESTONE SCHEDULED FOR NOVEMBER

- Install rigid insulation around grade beams.
- Backfill around grade beams.
- Install framed walls which have been constructed off site.
- Roof trusses to arrive on site.
- Conduits and plumbing to be trenched in beneath slab.

# 4 SAINT MICHAEL'S SITE PROGRESS

## 4.1 AUGUST 25 TO SEPTEMBER 30

Dennis Dirtworx

- Removed top soil and prepared sub grade.
- Imported clay fill to bring site up to rough grade.
- Installed sanitary, water and storm services for building.

**McNally Contractors** 

• Installed and compacted 200 mm gravel base for parking lot and front access.

Silver Ridge Construction

- Excavation completed for footing.
- Strip footing formed and installed with rebar.



Top Soil Stripping

300mm PVC Storm Service and Manhole



Gravel Base Installation and Strip Footing

Strip Footing Pour

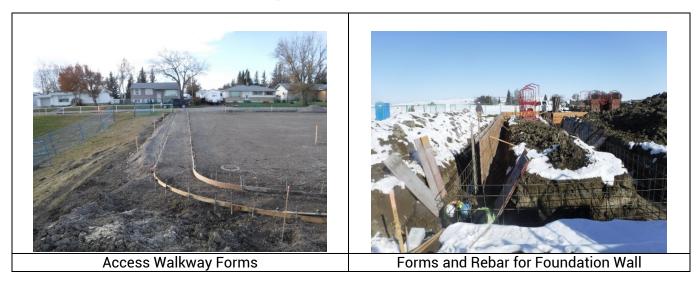
## 4.2 **OCTOBER 1 TO OCTOBER 15**

**McNally Contractors** 

• Forms installed for access walkway

Silver Ridge Construction

- Foundation walls formed and installed with rebar.
- Snow removal and dewatering of site.



## 4.3 **OCTOBER 16 TO OCTOBER 31**

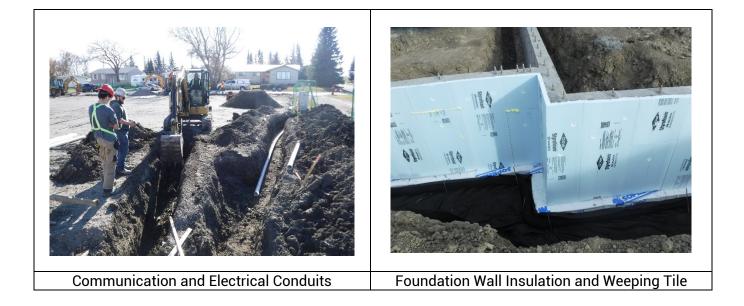
### **McNally Contractors**

- Poured access walkway.
- Installed drop down curb for entrances.
- McNally was unable to pave parking lots due to the unusual amount of snow received on site in October. Paving will be completed in the spring.

Silver Ridge Construction

- Poured foundation wall.
- Installed service conduits for Fortis and Telus.
- Installed damp proofing membrane and rigid insulation on exterior side of foundation wall.
- Installed geotextile, washed rock and weeping tile around footing.
- Backfilled foundation wall and removed excess material from site.





## 4.4 MAJOR MILESTONE SCHEDULED FOR NOVEMBER

- Install building walls which are being constructed off site.
- Roof trusses to arrive on site.
- Install conduits and services beneath the building pad.

# PROJECT BUDGET BREAKDOWN

# 5 PROJECT BUDGET BREAKDOWN

## Table 1-1 Budget Breakdown

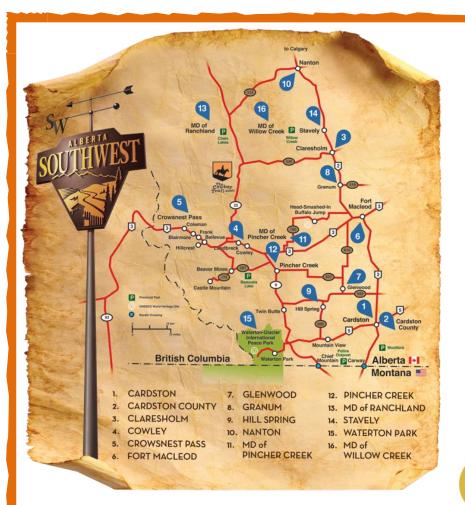
EARLY LEARNING FACILITIES BUDGET BREAKDOWN									
		CANY	ONS	SAINT MICHAELS					
CONTRACT	CONTRACTOR	CONTRACT	TO DATE	CONTRACT	TO DATE				
Deep Services	Dennis Dirtworx	\$55,910.00	\$52 <i>,</i> 834.95	\$89,094.00	\$84,193.83				
Rough Grading	Dennis Dirtworx	\$41,220.00	\$38,952.90	\$66 <i>,</i> 565.00	\$62,903.92				
Surface Works	McNally	\$73,292.25	\$35,097.74	\$91,243.00	\$35,012.55				
Building	Silver Ridge	\$1,572,017.00	\$127,694.24	\$1,502,983.00	\$95,597.51				

# 6 GENERAL SUMMARY

Construction progress is moving steady with temperature sensitive stages of the foundation complete. The concrete slabs will be poured in a controlled environment once the building walls are erected and sheeted. Both sites are being completed consecutively with a relatively smooth work flow between the construction sites and sub-contractors. At this point there are no major problems or concerns jeopardizing the budget or schedule.

# 7 COMPANY INFORMATION

Talbera International Technologies 104 – 514 Stafford Drive North Lethbridge, Alberta, T1H 2B2 Tel: 403.328.0203



### ALBERTA SOUTHWEST REGIONAL ECONOMIC DEVELOPMENT ALLIANCE

Box 1041 Pincher Creek AB TOK 1W0 Phone: 403-627-0244 (cell) 403-627-3373 (office) www.albertasouthwest.com www.myalbertasouthwest.com www.investsouthwestalberta.com www.crownofthecontinent.NatGeoToursim.com

Alberta SouthWest, established in 2003, has demonstrated success, clear accountability, and efficient, effective support of Government of Alberta economic development goals.

The 16 communities represent a population of 35,000 people. Key economic sectors are

- AGRICULTURE
- ENERGY
- TOURISM

**REDA** operations focus on

- COLLABORATION
- INVESTMENT ATTRACTION
- CAPACITY-BUILDING



\* 100 \* 2019 \* 2019 \* 2019 \*

### EXCEPTIONAL

AlbertaSW communities operate at a high level of collaboration locally, between regions, nationally and internationally. AlbertaSW knows that "what gets measured gets managed; what gets managed gets done".

- To that end, the region continually measures its standards of operation and the results are outstanding:
- International Economic Development Council Accredited Economic Development Organization-the first in Western Canada;
- Named as a Top 100 Sustainable Global Destination in both 2018 and 2019;
- Over 30 provincial, national and international awards for investment attraction, marketing and leadership.

### EFFICIENT

Annually, AlbertaSW leverages \$30,000 of community contributions to complete projects with a value of \$250,000-\$450,000. The POWER OF PARTNERSHIPS enables a small organization to generate significant positive economic impact.

- Southern Alberta Alternative Energy Partnership (SAAEP) helps communities understand energy opportunities and identify how new technology can create efficiencies and they can take advantage of new investment in wind, solar and clean tech.
- Southern Alberta Investment and Trade Initiative (SAITI) has supported entrepreneurs looking to attract investors or expand into new markets, nd be better positioned to respond to investment opportunities
- Crown of the Continent Geotourism Council is a transboundary partnership with BC and MT and *National Geographic* established in 2007. There is huge potential to further develop "the Business of Outdoor Recreation".

#### EFFECTIVE

- Regional Business License Program, offered since 2003, creates advantages for businesses to work in all parts of the region.
- Regional Wi-Fi Network, an innovation in 2010, became the forerunner of implementing a focus on rural broadband.
- Peaks to Prairies Electric Vehicle Charging Station Network, a \$2.2M multi-partner project is the largest deployment of stations in Alberta, designed as a traveller amenity to attract new drivers and visitors to experience the region.
- Award-winning tourism businesses
- AlbertaSW supports collaborative learning; in turn, municipalities gain the capacity to undertake complex and economic development endeavors

## SOUTHWEST CONNECT; PROMOTING REGIONAL ASSETS AND OPPORTUNITIES

### Regional Wi-Fi Network and SouthWest Partners Program

Begun in 2011, this award-winning initiative established a regional partnership network of 37 radios, a mobile locator map and community signage that offered free Wi-Fi and access to regional website and information. The network is retired; the telecommunications world is changing. This project stimulated the conversation and initiatives that have propelled community broadband.

### Broadband for Community and Economic Development

The Wi-Fi initiative laid the foundation for raising the awareness of the importance of high speed, high capacity connectivity in our communities. SouthWest Connect is now addressing the much larger issues of deploying fibre-optic infrastructure and creating these services in our commuties and region.

Analysis of realities and issues, costs and benefits supported what has grown to be a multi-REDA provincial information-sharing and strategizing process.

### GPS Guided Driving Tours

In collaboration with the GyPSy Tour Guide Company, Banff AB, three months of research resulted in over 50,000 words of descriptive content that covers about 1,400 km of road ways and 490 points of interest in AlbertaSW. Download from The App Store or Google Play and have a personal GPS guided tour of the region.

### \* Reel Adventures Alberta Movie Maps

This collaboration with 3 REDAs, Alberta Film and Travel Alberta developed three themed driving tours in southern Alberta. This award-winning initiative is being revisited to update research. A digital or virtual reality application may be possible. Galt Museum is launching a display in 2018.

### Website, Social Media and Regional Promotion

A key component of economic development is communication, partnership-building and increasing capacity to promote the region and its opportunities. www.albertasouthwest.com

- The award-winning AlbertaSW website strengthens the sense of regional identity; municipalities and organizations contribute content and information.
- Site supports and complements our very good community sites.
- Most visited locations are *Move Here, Invest,* and *Visit Us*.



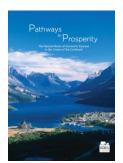
## Regional Business License Program

This award-winning Regional Business License Program is entering the 17th year of successful operation. Strong participation indicates this services is valued by businesses; fees go toward supporting regional projects.

## Regional Licens<sup>e</sup>

### Crown of the Continent Transboundary Geotourism Initiative

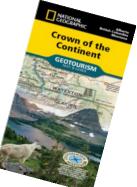
Crown of the Continent Geotourism Council, established in 2007, is a transboundary partnership with *National Geographic*, Alberta, British Columbia, and Montana, promoting the concept of geotourism and inspiring visitors and residents to learn, to experience, and to prosper while contributing to the well-being of our landscapes, communities and culture.



- The 2013 research publication **Pathways to Prosperity** tells success stories that support the economic value of open spaces. Alberta SouthWest, as a rural region, offers lifestyle and recreation amenties that are valued by a new generation of knowledge workers.
- As of fall 2019, **1.2 million copies** of the *National Geographic* **interpretive map** have been printed and distributed internationally.
- Crown website initially developed in 2007; re-designed 2015 www.CrownoftheContinent.NatGeoTourism.com
- December 2018 marked the inaugural "Summit on the Business of Outdoor Recreation". This is a very significant and growing sector of th tourism industry and for the first time is being more fully exlored to

develop the potential for growth and prosperity of rural communities.







## SOUTHWEST INVEST

# Alberta SouthWest is uniquely positioned to foster and attract a new generation of wealth creators interested in sustainable economic and community development.

### Bringing Investment Home

• A series of regional workshops in 2014 started an ongoing process to bring together a cross section of municipal and business partners to expand knowledge and build community

investment readiness.

- This initiative has brought an estimated **\$23M** of new investment to the region.
- Web portal was developed in partnership with Community Futures and integrated into AlbertaSW regional website.

## Southern Alberta Investment and Trade Initiative (SAITI)

- Alberta SouthWest, SouthGrow and Economic Development Lethbridge have achieved awardwinning results, collaborating with provincial and federal departments and foreign trade offices to connect businesses and producers with foreign investors and buyers.
- Opportunities include tourism, agri-food, manufacturing, renewable energy and clean tech.

## 13 WAYS Community Audits for Ambitious Communities

• Using principles outlined in the book 13 Ways to Kill Your Community this award-winning assessment tool provides a graphic and informational summary of community progress in each of the categories. This supports community and regional leadership with a set of focused, realistic municipal actions along with some blue-sky visions of long-term actions.

## Southern Alberta Alternative Energy Partnership (SAAEP)

- AlbertaSW, SouthGrow and Economic Development Lethbridge have collaborated since 2007 to create a focus on business opportunities in southern Alberta related to wind, solar and bio-products.
- Current project activities are in supported by Energy Efficiency Alberta www.saaep.ca

## "Peaks to Prairies" Electric Vehicle Charging Station Network

• AlbertaSW, SouthGrow, cities of Calgary, Lethbridge, Medicine Hat have collaborated to research, design and build a "backbone" of charging stations that will enhance tourism and economic development, providing connectivity for EV travel along highways 1,2,3,4,5,6,22,23 and 36.

## Parks Canada and Alberta SouthWest information publication

- Initially designed to meet needs of increased 2017 Sesquicentennial visitation to Waterton Lakes National Park it continues to be updated annually as a promotional tool.
- This directory of events, experiences and activities in the region is available in print and online www.myalbertasouthwest.com

## New Alberta Parks and Opportunity Development

- The investment opportunities booklet was developed from research completed by the Tourism Investment Branch of (then) Alberta Tourism, Parks and Recreation (ATPR) in 2013.
- Work continues with Alberta Environment and Parks, Alberta Culture and Tourism and Travel Alberta to develop regional opportunities related to the newly designated Castle Parks
- Alberta SouthWest Crown of the Continent" is named as a "Top 100 Sustainable Global Destination 2019" meeting Global Sustainable Tourism Council (GSTC) standards. www.SustainableTop100.org

## Regional Innovation Network of Southern Alberta (RINSA)

• Aligned with Alberta Innovates, RINSA is a multi-organizational initiative to bring new products or processes to market and build province-wide collaboration.

## Energizing Agricultural Transformation

- AlbertaSW is assessing how to support existing agri-business while exploring innovative trends and trade opportunities to capitalize on global market opportunities.
- AlbertaSW is a member of the Plant Protein Alliance of Alberta (PPAA)















## ACCOUNTABILITY AND RESULTS:

## ALBERTASW REGIONAL AND MULTI-REGIONAL PARTNERSHIP AWARDS

### International Economic Development Council (IEDC)

- ★ 2018 AlbertaSW becomes First Accredited Economic Development Organization (AEDO) in Western Canada, and one of only 4 in Canada: AlbertaSW REDA, Greater Halifax Partnership, City of Hamilton Economic -Development and Sarnia-Lambton Economic Partnership.
- ★ 2017 IEDC Organizational Leadership Award
- Economic Developers Alberta (EDA) Awards of Excellence
- ★ 2017 Investment Attraction Project Award multi-regional partnership: Southern Alberta Investment Attraction Initiative (SAITI) -AlbertaSW, EDL, SouthGrow, Lethbridge County
- ★ 2016 Project Award: 13 WAYS Performance Review for Ambitious Communities
- ★ 2015 Alex Metcalf Award: SouthWest Invest Bringing Investment Home
- ★ 2015 BRE Project Award: SouthWest Invest Bringing Investment Home
- ★ 2014 Alex Metcalf Award: SouthWest Connect Wi-Fi Network
- ★ 2014 Advertisement Award: Regional Information Display
- ★ 2014 Use of Social Media Award: GPS-guided driving tours and app
- ★ 2013 Alex Metcalf Award: Regional Business License
- ★ 2013 Economic Developer of the Year: Bev Thornton
- ★ 2012 Regional Marketing Campaign Award: Web Launch and Video Contest
- ★ 2012 Creative Innovations Award: AlbertaSW in Four Minutes Video
- ★ 2012 Use of Social Media Award: Web launch and Media Campaign
- \* 2009 Marketing Alberta Award: Reel Adventures Alberta Movie Maps

### Economic Developers Association of Canada (EDAC) Marketing Canada Awards

- ★ 2014 Contender, EDAC Cup; one of three finalists for outstanding project
- ★ 2014 On-line Outreach Award: SouthWest Connect Regional Wi-Fi Network
- ★ 2013 Advertisement Award: Regional information display
- ★ 2013 On-line Outreach Award: GPS-guided Driving Tours and App
- ★ 2012 Winner, EDAC Cup-best national project: Web Design and Multimedia Marketing Campaign
- ★ 2012 Media Campaign Award: My Alberta SouthWest
- ★ 2012 Website Award: www.albertasouthwest.com
- ★ 2012 On-line Outreach Award: My Alberta SouthWest Video Contest

### Alberta Tourism ALTO Awards

- ★ 2014 Finalist: Tourism Partnership of the Year
- ★ 2012 Finalist: Tourism Communities of the Year
- \* 2009 Finalist: Marketing Partnership- Reel Adventures Alberta Movie Maps

### **Summit International Creative Awards**

★ 2012 Bronze Award: Community Website

### Montana Governor's Award

★ 2009 Tourism Partnership of the Year: Crown of the Continent Geotourism Council

### **Growing Rural Tourism**

★ 2009 Finalist: Rural Tourism Champion - Reel Adventures Alberta Movie Maps

## Chinook Country Tourist Association (CCTA)

\* 2008 Partnership Initiative Award: Reel Adventures Alberta Movie Maps













## **OPERATIONS REPORT**

## A. OPERATIONS ACTIVITY INCLUDES

- 1. Beaver Mines and Capital Projects.
- 2. C-PW-003 Winter Maintenance of Paved and Graveled Roads and Airport Services Policy.
- 3. Bus Route Map including Hamlets.

## **B.** UPCOMING

4. Beaver Mines and Capital Projects.

## C. PUBLIC WORKS ACTIVITIES INCLUDES

## 5. Bridge Maintenance, inspections and Texas Gates

a. All Class B Bridge inspections have been completed. 46 bridge inspections have been submitted to the Province of Alberta and are awaiting final approval.

## 6. Cold Mix Asphalt Applications for minor repairs

- a. Nothing to Report.
- 7. Continuous Dust Suppression Program
  - a. Nothing to Report.

## 8. Crushing

a. Nothing to Report.

## 9. Gravel Hauling

a. Nothing to Report.

## 10. Mowing, Snow Removal and Maintenance

a. Blowing snow and large amounts of snow accumulation in different Divisions resulted in higher calls. Snow removal and maintenance is in progress in all Divisions.

## 11. Permanent & Temporary Snow Fence Repairs

a. Temporary snow fence installation is estimated to be 99 percent completed. Proposed completion by mid December, 2019.



## **OPERATIONS REPORT**

## 12. Signage Repairs

- a. Sign installation at Waterton Colony and Gladstone turnoff located at NE12-6-2-W5 (30km/hr near the church) has been completed. Summerview Road is in progress with ordering/planning for signage.
- b. Public Works to review new bus stop signage in all Divisions over the winter. This is to replace existing signage that is hard to read by the public or no longer needed In progress.

## 13. Road Works and Monitoring

a. Nothing to Report.

## D. CAPITAL PROJECTS UPDATE

## 14. Bridges and Miscellaneous

- a. **Bridge File 1744 Status:** Backfilling and compaction around the new culvert has been completed. Notification has been sent out to the Livingstone School Division for bus route notification. A site walkthrough for deficiencies is scheduled on Friday, December 6, 2019.
  - Bridge File:
  - Location:
  - Scope of Work:
  - Contractor:

1744 Crook Road Replacement of bridge sized culvert Ossa Terra Ltd.

# E. BEAVER MINES REGIONAL WATER SUPPLY (RWS) CONTRACTS 1 AND CONTRACTS 2

## 15. Beaver Mines RWS Contracts 1

a. LW Dennis has completed most of the additional work around the metering station. Permanent snow fence and a gravel pad are in progress with completion at the end of December, 2019.

## 16. Beaver Mines RWS Contracts 2

a. Nothing to Report.



## **OPERATIONS REPORT**

## F. BEAVER MINES WASTE WATER TREATMENT SYSTEM

17. A call for expression of interest (EOI) was made to the public on Monday, November 25, 2019 by the MD of Pincher Creek No. 9 for Land Acquisition near the Hamlet of Beaver Mines, for constructing a Wastewater System. The closing date for land has been posted in the paper and on MD website with a closing date on 12:00PM MST on December 13, 2019.

# G. CASTLE AREA REGIONAL WATER SUPPLY CONTRACTS 1 AND CONTRACTS 2

### 18. Castle Area Regional Water Supply Contracts 1

- a. Work Schedule: LW Dennis has completed approximately 12,735 meters of pipeline installation as of December 3, 2019.
- b. LW Dennis to continue drilling mandatory areas until winter weather creates conditions not suitable for construction. Completed.
- c. Clean up has started by the contractor to relocate water pipe and have their equipment removed from the site because of winter conditions In progress.
- d. No issues with garbage.

## 19. Castle Area Regional Water Supply Contracts 2

- a. Work Schedule: Nitro Construction is in progress with remaining electrical and mechanical work at booster stations (Castle and Beaver Mines).
- b. Minor deficiencies are in progress with seeding around the site completed. This will be reviewed prior to warranty performance.
- c. No issues with garbage as site is clean.



**OPERATIONS REPORT** 

### Attachments Program Capital Projects Status. Call Logs.

C-PW-003 Winter Maintenance of Paved and Graveled Roads and Airport Services Policy. Bus Route Map including Hamlets.

## **Recommendation:**

That the Operations report for the period of December 5, 2019 Program Capital Projects Status update, revised C-PW-003 Policy, Bus Route Map including Hamlets and call log be received as information.

Prepared by: Aaron Benson

Reviewed by: Troy MacCulloch

Submitted to: Council

Date: December 5, 2019

Date: December 5, 2019

Date: December 5, 2019

Capital Budget Summary								
Project #	Service Area	Description	Total Cost	Grants	Debt	Reserves	Operations	Total Revenue
frastructure								
PW-R-1	Roads	Highway 3A - Landfill road repairs	1,070,000			1,070,000		1,070,00
PW-R-2	Roads	Summerview road surface treatment (4.4 km)	550,000	550,000				550,00
PW-R-3	Roads	Kerr road surface treatment (4.8 km)	600,000	600,000				600,00
PW-R-4	Roads	Lundbreck pave and drainage (1st & 3rd Street)	400,000	400,000				400,00
PW-R-5	Roads	Willow Valley road culvert	500,000	500,000				500,00
PW-BF-1	Bridges	BF 1744 Pincher Creek (Crook Road)	1,081,000			1,081,000		1,081,00
PW-BF-2	Bridges	BF 6613 Cabin Creek	982,000			982,000		982,00
PW-BF-3	Bridges	BF 70175 Spread Eagle deck	100,000			100,000		100,00
PW-BF-4	Bridges	BF 7235 Scottons	30,000			30,000		30,00
PW-BF-5	Bridges	BF 76293 Grumpy Road	30,000			30,000		30,00
PW-BF-6	Bridges	BF 70177 Upper Tennessee overflow	15,000			15,000		15,00
PW-BF-7	Bridges	BF 8860 Beaver Mines Creek	20,000			20,000		20,00
PW-BF-8	Bridges	BF 13957 Connelly Creek	18,000			18,000		18,00
RWCAST	Water	Castle Area water servicing	10,572,000	10,572,000				10,572,00
BMDC	Water/Wastewater	Beaver Mines water servicing & wastewater collection	5,000,000	3,333,332	1,666,668			5,000,00
BML	Water/Wastewater	Beaver Mines waste water treatment system	5,360,000	4,020,000	1,340,000			5,360,00
PW-P-1	Parks	Patton Park shelterbelt	28,000			28,000		28,00
	Infrastructure Total		26,356,000	19,975,332	3,006,668	3,374,000	0	26,356,00
quipment								
	Public works	Grader	565,000			565,000		565,00
	Public works	Tandem axle truck with snow plow	500,000			500,000		500,00
	Water	Water meter reader	14,000			14,000		14,00
AG-01	Agriculture	Sprayer truck with tank/sprayer boom	131,500			131,500		131,50
	Administration	Postscript printer	8,000			8,000		8,00
	Equipment Total		1,218,500	0	0	1,218,500	0	1,218,50
leet								
f and the fit	Fleet Total		0	0	0	0	0	
formation Ser	GPS/GIS Upgrade		53,000	53,000				53,00
	Information Services Tota	1	53,000	53,000	0	0	0	61.00
- utilitation	information Services Tota	11	55,000	55,000	0	0	0	53,00

	Information Services To	tal	53,000	53,000	0	0	0	
Facilities								
ADMIN-SEC-1 PW-O-1	Public works/Admin Public works	Security camera system Electric sliding gate at Public Works yard	30,000 75,000	30,000 2,500			72,500	
	Facilities Total		105,000		LEGEND			
Grand Total		27,732,500		Projects on Hold				
					Projects in Plann		ign Stage	

Progress Report for Projects as of December 05, 2019

Projects in Tender Stage

Projects in Construction Stage Projects in Close Out Stage

Proposed Preliminary Engineering Costs

30,000 75,000

40	DIVISION	LOCATION	APPROACH NUMBER	CONCERN/REQUEST	ASSIGNED TO	ACTION TAKEN	REQUEST DATE	FOLLOW UP DATE	COMPLETION DATE
532	Division 3	NE8 T6 R2 W5		New Approach request	Stu Weber	Will coordinate as per their construction schedule	February 15, 2016		
533	Division 1	NW4 T4 R29 W4		Blue Site Sign (#29) has been pulled out and needs to be re-installed (Yellow House with a blue chimney)	Don Jackson	Need to investigate why & how sign was pulled	March 11, 2016		
534	Division 2	Foothills Park		Park entrance gate needs new posts & rails (Swinging gate??) Firepit should have 10- 12 'Diameter circle of gravel Bldg (NW) ready to collapse should be hauled away	Stu Weber	Work will be outlined following a detailed inspection	March 7, 2016		
1558	Division 1	SW36 T4 R30 W4		Re getting an <u>approach</u> built	Eric Blanchard	waiting on agreement with Development Officer	April 18, 2018		
1617	Division 1	West Kerr		Trees on the west side of Kerr road need cut back signs/culverts MD's most dangerous area	Erik Blanchard	To meet w/Russell	May 30, 2018	Met Nov 7	tp be completed spring 2020
1643	Division 4	SW22 T7 R1 W5		Would like a <u>culvert</u> put in to solve water problem	Eric/Bob M	To be scheduled	June 26, 2018	To inspect site	
1982	Division 2			The old Reed Pit needs to be reclaimed	Aaron/WSP	On the list	June 27, 2019	Talked w/colony	
1995	Division 2	NW23 T5 R29 W4	#5313	Wetland/shoulder of road & drainage problem	Eric Blanchard	Engineer to look at 2020 Project	July 16, 2019	defered	
2014	Division 3	NW3 T6 R2 W5		<u>Culvert</u> smashed	Bob Millar	On list to do	July 29, 2019	Defered to 2020/approx Aug	
2027	Division 4	SE15 T8 R29 W4	N side/propert	Permanent <u>snow</u> <u>fence</u> needs repairing before putting cattle in field	Tony Naumczyk	On the <b>snow fence</b> list	August 8, 2019	Made it safe until work is done	End of Nov 2019
2042	Lundbreck	Cell 403 582-0342		Speed <u>sign</u> needs fixing	Mechanic to fix	To check it out	August 19, 2019	Moved to shop Sept 26th	Spring 2020
2058	Division 1	NE3 T5 R29 W4		Needs existing <u>approach</u> widened for Super B's	Eric Blanchard	To be done	Sept. 09, 2019	October 16 followup	Spriung 2020
2069	Division 3	SW1 T6 R2 W5	#6011 RR2-1	Re <u><b>Snow fence</b></u> issue	Tony Naumczyk	Completed	Sept. 19, 2019	n/a	November 5, 2019
2070	Division 4	SE15 T8 R1 W5		Re <u>Snow fence</u> issue	Tony Naumczyk	On the <u>snow fence</u> list	Sept. 19, 2019	n/a	End of November
2074	Division 4	A/P road n.of Cowley		complaining of big rocks on road needs proper gravel pounded down	Eric/Brian	On to do list	Sept. 23, 2019	Spring 2020	
2075	Division 1	SE35 T3 R30 W4		RQ road maintenance On unimproved road	Eric/Jared	In process	Sept. 24, 2019	In touch Nov 15	2019-12-05

40	DIVISION	LOCATION	APPROACH NUMBER	CONCERN/REQUEST	ASSIGNED TO	ACTION TAKEN	REQUEST DATE	FOLLOW UP DATE	COMPLETION DATE
2119	Division 3	NW20 T5 R2 W5		2 <u>signs</u> "Cattle At Large" to be installed	Don Jackson	Completed	October 25, 2019	Waiting First Call	November 22, 2019
2133		SE12 T6 R29 W5	Off 507 RR29-0	Dutch Valley Colony need a "No Through Road" <u>sign</u> getting hit by thieves	Eric Blanchard	Completed	November 8, 2019	Waiting First Call	November 25, 2019
2134	Division 5	SE16 T8 R2 W5		RQ to have a <u>cattle</u> <u>guard</u> removed from MD Road memo from Head Office July 3 /PW just heard now	Eric Blanchard	Been in contact	November 12, 2019	Met w/Roger Pizony Dec 03	
2138	Division 3	NE1 T6 R30 W5		Gladstone top of hill before church RQ 30KLM <u>sign</u>	Don Jackson	Completed	November 14, 2019	Waiting 1st call	November 22, 2019
2139	Division 1	NE33 T3 R29 W4		Would like to put in an approach NW33	Eric Blanchard	Met on site	November 14, 2019	Never got back to us	
2140	Division 1	Snow Storm Calls 7		5 Driveway and 2 MD roads	Rod Nelson	All Completed	November 27 & 28		December 4, 2019
2141	Division 2	Snow Storm Calls 3		2 Driveways and 1 MD road	Mike Elliott Tim Oczkowski	All Completed	November 27 & 28		December 4, 2019
2142	Division 3	Snow Storm Calls 15		12 Driveways and 3 MD roads	Tony Tuckwood Tim Oczkowski	All Completed	November 27 & 28		December 4, 2019
2143	Division 4	Snow Storm Calls 7		2 Driveways and 5 MD roads	Brian Layton	All Completed	November 27 & 28		December 4, 2019
2144	Division 5	Snow Storm Calls 4		2 Driveways and 3 MD roads	Dave Sekella	All Completed	November 27 & 28		December 4, 2019
2145	Beaver Mines	Snow Storm Calls 2		2 Driveway	Kent Ziekle	All Completed	November 27 & 28		December 4, 2019
2146	Beaver Mines			Driveway	Tony Tuckwood	Completed	Nov. 27 - Dec 4		December 4, 2019
2147	Division 1	Snow Storm Calls 7		6 Driveways and 2 MD roads	Rod Nelson	Completed	November 29, 2019		December 4, 2019
2148	Division 2	Snow Storm Calls 1		1 Driveway	Mike Elliott	Completed	November 29, 2019		December 4, 2019
2149	Division 3	Snow Storm Calls 2		2 Driveways	Tony Tuckwood Tim Oczkowski	Completed	November 29, 2019		December 4, 2019
2150	Division 4	Snow Storm Calls 3		1 Driveway and 2 MD roads	Brian Layton	Completed	November 29, 2019		December 4, 2019
2151	Division 5	Snow Storm Calls 1		1 MD Road	Dave Sekella	Completed	November 29, 2019		November 21, 2019
2152	Lundbreck	Snow Storm Calls 1		1 MD Road	Joe	Completed	November 29, 2019		December 4, 2019
2153	Division 1	Snow Storm Calls 3		3 Driveways	Rod Nelson	Completed	December 2, 2019		December 4, 2019
2154	Division 2	Snow Storm Calls 1		1 MD Road	Mike Elliott	Completed	December 2, 2019		December 4, 2019
2155	Division 3	Snow Storm Calls 5		1 Driveway and 4 MD roads	Tony Tuckwood Tim Oczkowski	Completed	December 2, 2019		December 4, 2019
2156	Division 4	Snow Storm Calls 2		1 Driveway and 1 MD Road	Tony Naumczyk	Completed	December 2, 2019		December 4, 2019
2157	Division 5	Snow Storm Calls 1		1 MD Road	Dave Sekella	Completed	December 2, 2019		December 4, 2019
2158	Lundbreck	Snow Storm Calls 1		1 MD Road	Joe	Completed	December 2, 2019		December 4, 2019
2159	Division 1	Snow Storm Calls 5		5 Driveways	Rod Nelson	Completed	December 3, 2019		December 5, 2019
2160	Division 3	Snow Storm Calls 4		2 Driveways and 2 MD Roads			December 3, 2019		December 5, 2019
2161	Division 5	Snow Storm Calls 1		1 MD Road	Dave Sekella	Completed	December 3, 2019		December 5, 2019
				Garbage bin latch not				Called the Landfill & they	-
2162	Lundbreck	33 R.R. Street		working		Completed	November 27, 2019	will look after it	November 27, 2019 2019-12-05

40	DIVISION	LOCATION	APPROACH NUMBER	CONCERN/REQUEST	ASSIGNED TO	ACTION TAKEN	REQUEST DATE	FOLLOW UP DATE	COMPLETION DATE
2163	Division 3	NE10 T6 R1 W5	#6105	Explaining to leave snow ridge to prevent drifting	Eric Blanchard	Completed	November 30, 2019	Explained it to Eric	November 30, 2019
2164	Lundbrfeck	Next to T. Tuckwood		bus route	Eric Blanchard	Completed	November 30, 2019	Eric talked with them	November 39, 2019
2165	Division 5	Willow Valley School		Using it twice a week and would like the lot plowed	Dave Sekella	Completed	November 29, 2019	Advised Dave	December 5, 2019
2166	Division 3	Daigle Lake Culvert		Advise re water on road and I called her	Eric Blanchard	Completed	November 29, 2019	Crew working on it Road is now open	December 5, 2019
2167	Division 3	Daigle Lake Culvert		Concerned about the road flooding	Eric Blanchard	Completed	December 2, 2019	Being maintained by MD	On going
2168	Division 3	Daigle Lake Culvert		Again was advised the project is being looked after	Eric/Bob Millar	Completed	December 2, 2019	MD has it under control	December 5, 2019
2169	Division 5	NE20 T7 R2 W5	#2415 TWP7-3	Has been asked to keep his gate open so the plow can get in	Dave Sekella/Eric	Completed	November 30, 2019	Operator advised	December 4, 2019
2170	Division 3	SW12 T6 R2 W4	#6111 RR2-1	Brought in photos and politely asking for Operator's co-operation	Eric Blanchard	Completed	December 3, 2019		December 4, 2019
2171	Division 3	NW34 T6 R1 W5	#1225 TWP7-0	Complaints re road priority, school bus stuck, clean neighbors driveway	Eric Blanchard	Completed	December 3, 2019	Eric talked with them	December 4, 2019
2172				Asking to store inventory (fencing material) in partnership w/Castle	Mike Killoran	Completed	December 4, 2019		December 5, 2019

Indicates Completed Indicates Defered indicates On the To Do `

Completion dates are all up to December 5. Many of the calls were duplicates especially for driveways and many of the drivesways were cancelled as they were either done by privates or contractors

TITLE:	LAND USE BYLAW AM BYLAW NO. 1315-19 Within Portion SE 18-7-2		Pinches cause
PREPARE	D BY: Roland Milligan	DATE: December 2	, 2019
DEPARTN	IENT: Planning and Develop	oment	
Departmen Supervisor		Use Bylaw	for Amendment to the Land Background Information
		APPROVALS:	
<u>A</u> Departme	ent Director Date	116	<u>05 Dec 2019</u> Date

### **RECOMMENDATION:**

That Council give first reading to Bylaw No. 1315-19, being a bylaw to amend Land Use Bylaw No. 1289-19, and set the time and date for the required Public Hearing.

### **BACKGROUND:**

October 31, 2019, the MD received an application for amendment to the land use bylaw. The applicant is Alberta Rocks Ltd.

The purpose of the proposed amendment is to allow for the development of a 12.1 acre (4.9ha) gravel pit. The proposed pit is located within a portion of Lot 14, Plan 971 0740, within SE 18-7-2 W5M. This area also falls within the boundary of the Burmis Lundbreck Corridor Area Structure Plan, Bylaw No. 1042-00, amended to Bylaw No. 1228-12.

The land has a good gravel resource and are currently designated Agriculture - A within the LUB.

The applicant has submitted the required fee and form for the process to begin (Attachment No. 1). The applicant has also supplied some supplementary information regarding the proposal (Attachment No. 2).

The second step in the process is to prepare the amending bylaw. Bylaw No. 1315-19 has been prepared for Council's consideration (Attachment No. 3).

As previously stated, the location of the proposed pit is within the Burmis Lundbreck Corridor ASP (*Attachment No. 4*). Within the BLCASP, Policy 4.7(c) of Industrial Land Use Policies, states that in

# **Recommendation to Council**

support of establishing a new or expanded sand/gravel operation, the first thing is to apply to designate the land to the Direct Control District – DC of the LUB.

When a parcel is designated as DC within the LUB, all requirements and procedures pertinent to the development permit application will be at the direction and to the satisfaction of Council.

The intent of the Direct Control - DC district is to enable land use and development to occur in areas of special character or circumstance. Proposed developments are subject to the regulations below and such rules with respect to land generally or specifically as Council may make from time to time and as described within the policies of the Municipal Development Plan or any other statutory plan in effect. Pursuant to Part III of this bylaw, all proposals will be received, considered, and decided upon by Council.

The reason that the applicant is proposing to redesignate only the southeast 4.9 ha (12.1 acres), is to develop a pit that will be deemed a Class II pit. As the pit is developed, depleted and reclaimed, the applicant may redesignate a further portion of the parcel.

Definition of a 'pit' from the Code of Practice for Pits, September 1, 2004: "**pit**" means an opening or excavation in or working of the surface or subsurface for the purpose of removing any sand, gravel, clay, or marl, where the area of the pit and any associated infrastructure, including stockpiles, connected with the pit, is, or at any time was, greater than or equal to 5 hectares (12.5 acres).

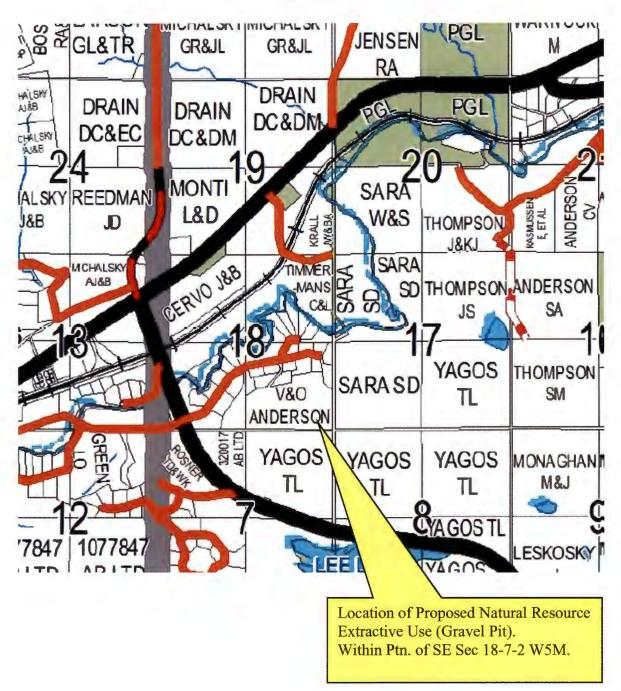
**Class II pits** are less than five hectares on private land. They are subject to the requirements of the Act and the *Conservation and Reclamation Regulation*. Class II pit operators should refer to the *Environmental Protection Guidelines for Pits* for more guidance on conducting activities at their pits. The Operators of Class II pits on private land must cease operations once the pit has reached five hectares (i.e., once they become a Class I pit) until the pit operator has applied for and received a registration from Alberta Environment. Class II pits are subject to the requirements of the Act and the Conservation and Reclamation Regulation. Operators must comply with all requirements of the Environmental Protection and Enhancement Act and its regulations and Codes of Practice. In addition, they must comply with the Alberta Water Act and all other applicable provincial and federal laws.

The redisignation of the land is the first step in the development process. Once the parcel is redesignated, Council may then consider a development permit application for a natural resource extractive use.

### FINANCIAL IMPLICATIONS: None at this time.

## **Recommendation to Council**

Location



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#### **MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9**

## APPLICATION FOR AMENDMENT TO THE LAND USE BYLAW

#### APPLICATION FEE \$600

RECEIPT NO. 42866

I/We hereby make application to amend the Land Use Bylaw.				
Applicant: Alberta Rocks Ltd. alberta-rocks@hotmail.com				
Address: Box 242, Pincher Creek AB Telephone: 403-627-7435				
Owner of Land (if different from above):				
Address: Telephone:				
Lot 14 Block Registered Plan 971 0740				
Quarter 5518 Township 7 Range 2 Meridian 5				
Quarter SE/8 Township Range Meridian				
AMENDMENT PROPOSED: AGRICULTURE - A				
From:AGRICULTURE - A DIRECT CONTROL - DC				
REASONS IN SUPPORT OF APPLICATION FOR AMENDMENT:				
Extract valuable aggregate from 4.9 ha site within Lot 14				
I/We enclose S 600 being the application fee.				
DATE: Oct.31/19 Craig Anderson 5				

Information on this application form will become part of a file which will be considered at a public meeting.

## Attachment No. 2

#### Re: Application for Amendment to the Land Use Bylaw

Objective: to change the land use of 4.9 ha, being the southeast corner of Lot 14, Plan 971 0740,

SE 18 7-2-5, from Country Residential to Natural Resource Extraction (gravel).

#### Benefits:

"A Municipal Guide to Sand and Gravel Operations in Alberta", 2007, makes the following statement: "The extraction of aggregate (sand and gravel) resources is vital to the growth of Alberta. Readily available supplies of aggregate are essential for development of the roads, buildings and infrastructure on which our society and our economy are built." The proposed extraction area is 200M X 245M X 3.5M deep with a potential volume of 214,375 LCM of aggregate. Articles 1 & 2 (attached) emphasize the need to recover deposits of this important material. Villa Vega, and any other modern community, would not exist without the extensive use of gravel and rock for road building and concrete for basements, sidewalks and retaining walls.

#### Location:

This small proposed gravel pit is located at the property's SE corner on a wide level bench that drops steeply away at its north margin, down a wooded hillside for approximately 500 meters to the main Villa Vega access road. The distance from the crest of the hillside to the pit perimeter varies generally from approximately 650 to 300 meters, with one site jutting in closer to the proposed pit. Elevation change for the upper wooded north-facing slope goes from 1243 M at the crest to 1210 M at the access road below, a drop of 33 meters over approximately 350 M distance. Of the approximately 21 lots in the subdivision, the proposed pit would be visible to only 2 of them. The balance of the dwellings are situated at various locations scattered throughout the timber along the north-facing slope, and within the grass/shrub cover north toward the river, some 650 M away at its nearest point.

In summary, the proposed gravel extraction site is small (4.9 hectares), well back (approx. 300 meters) in a southerly direction from the crest of the north-facing hillside which forms the south part of the Villa Vega residential area, and as far away east (downwind) as it can get from any residences. The nearest residence (one of only 2 that can see the proposed pit area) is approximately 300 meters away due north. The other visible residence is approximately 700 meters west of the proposed location. Properly placed berms, well-vegetated, should satisfactorily block pit operations from the view of both of these residences.

#### Access:

Pit access will follow an existing trail along the southern quarter section Right of Way. It will be upgraded to connect with the existing north/south ROW access road between NW7 7-2-5 and NE7 7-2-5 out to Hwy 507 to the east of the abandoned Rinaldi gravel pit.

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#### Impacts and Mitigation:

Resource extraction operations such as gravel pits have many direct positive impacts — for example: municipal taxes and royalty payments, availability of local sources of aggregate for development of industry, transportation and residential, local jobs for equipment operators, trucking companies and house builders.

Negative comments related to gravel pits generally cite noise and visual as the principal impacts of gravel extraction operations.

Research into the climate of the area reveals that a typical day might see winds in the 50 – 90 km/hr range, a fact that has led to successful development of wind farms, and wind turbine towers are a familiar part of the area scenery. Siting this small Class 2 pit on the far southeast corner of SE18 7-2-5 will place it well downwind of the majority of residences in Villa Vega. It is anticipated that these same winds will significantly reduce the potential for most noises from downwind gravel extraction operations to be a disturbance to residents in the subdivision. Initial pit activities will see development of strategic berms to act as sound barriers that block potential work noises from escaping the pit area. Providing vegetative cover on berms by salvaging and seeding any available topsoil will also maximize the potential for this small pit to blend in with the surrounding topography.

In addition, the north-facing slope where many of the Villa Vega acreages are located is naturally welltreed, and it is anticipated that the vegetation cover there will continue to act as a buffer to suppress off-site noises. Existing noises would include highway (507 & 3) traffic, lawn mowers, chain saws, high winds and trains regularly passing through on CPR mainline.

#### **Operation and Reclamation:**

The aggregate deposit at this site is currently overlain by a thin, well-drained soil layer with characteristic grass/forb/shrub cover. There is some evidence to suggest that at some time in the past, an attempt had been made to cultivate the site, perhaps to grow grain or hay. For this site, low soil moisture, low soil nutrients, low rainfall and the drying effect of the predominant winds results in low grazing capability.

Operations will comply with existing Provincial and Municipal regulations and Codes of Practice applicable to gravel pit operations of this size.

The first step in development will be to salvage all surface materials capable of supporting vegetation growth. There is generally a native seed bank present in the surface layer which is beneficial in providing additional native seed source for reclamation. Surface materials will be sequentially removed and stockpiled for later spreading on the re-contoured pit slopes during the reclamation phase. Re-contouring during site reclamation can provide much-needed topographic variation in the form of humps, swales and microsites that encourage seedling establishment. The reclamation objective will be to re-contour and re-seed the site to establish a vegetation cover that will prevent erosion and eventually provide wildlife cover and forage.

#### Sound Levels:

Noise levels associated with gravel crushing activities at an operating pit were measured on September 20, 2019 during full production at the Alberta Rocks aggregate pit near the junction of Hwy 507 and Hwy 3. Sound levels were measured with an **Hti HT-80A sound level meter**. Distances were measured with a **Leica Rangemaster 1600-B range finder**.

The in-pit heavy equipment in use during the noise level monitoring was:

- . McCloskey J-40 crusher, McCloskey C-44 crusher, McCloskey ST-80 stacker, Extec sorter
- . 2 5 cu. yd. rubber-tired loaders

. occasional gravel truck / trailer combinations removing product from the pit

Source	Distance (m)	Decibels (dB)
Background inside pit noise-truck idling, wind, crusher down	89	49
Hwy 3 traffic – cars, trucks, gusty wind- 5 min. duration sample	65	70.6 - 39
West pit access rd. – near Tp. Rd. 7-26 -4 min. duration	225	47.7 - 36.5
Mid-pit –Talon Peak Estates Road – 5 min. duration	230	47.7 - 37.4
East end of property – pit operating, Hwy 3 traffic @ 200 meters- 2 min.	500	60.3 - 39.2
East end of property – pit operating, Hwy 3 noise partial block – 2 min	450	52.3 - 32.9
Inside pit – operating – clear view W of crusher – 5 min. duration	145	66.6 - 46.3

#### Table of sound levels recorded in/near Alberta Rocks gravel pit - Sept. 20, 2019

Low noise levels associated with this operation are partly due to the presence of a 2 meter high vegetated berm along most of the pit perimeter, in addition to the fact that the pit develops in benches downward, effectively blocking sound from leaving the pit itself.

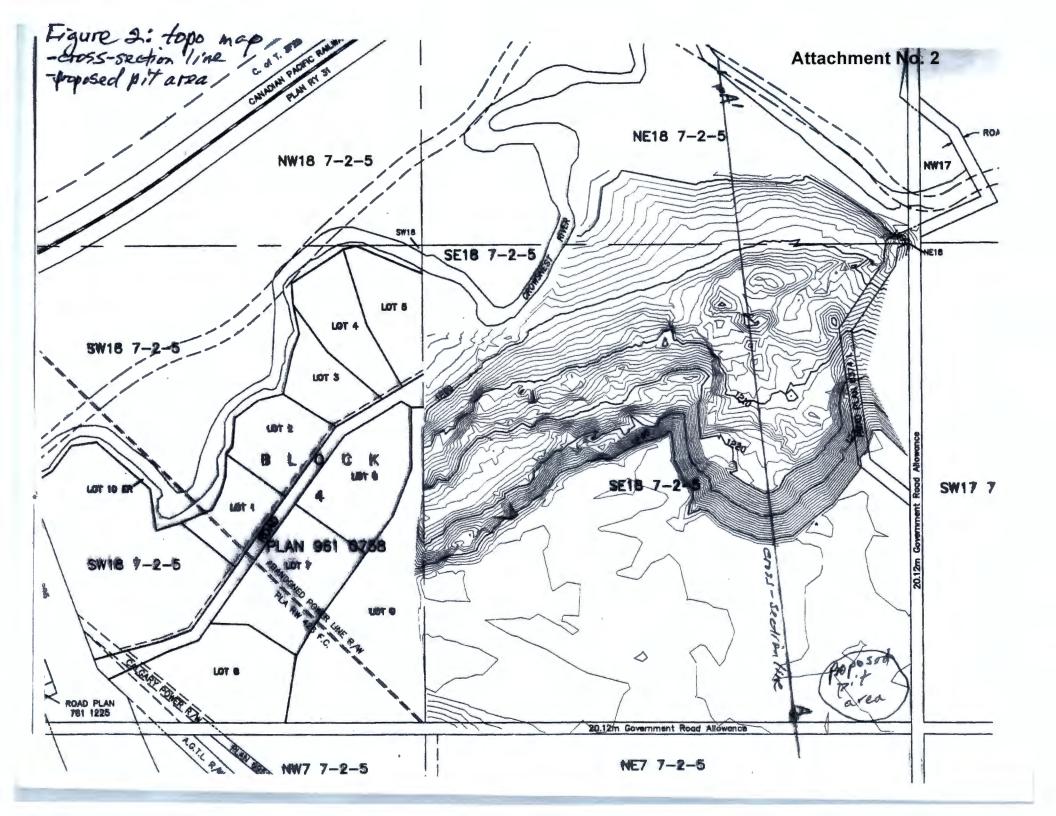
#### Additional noise sources:

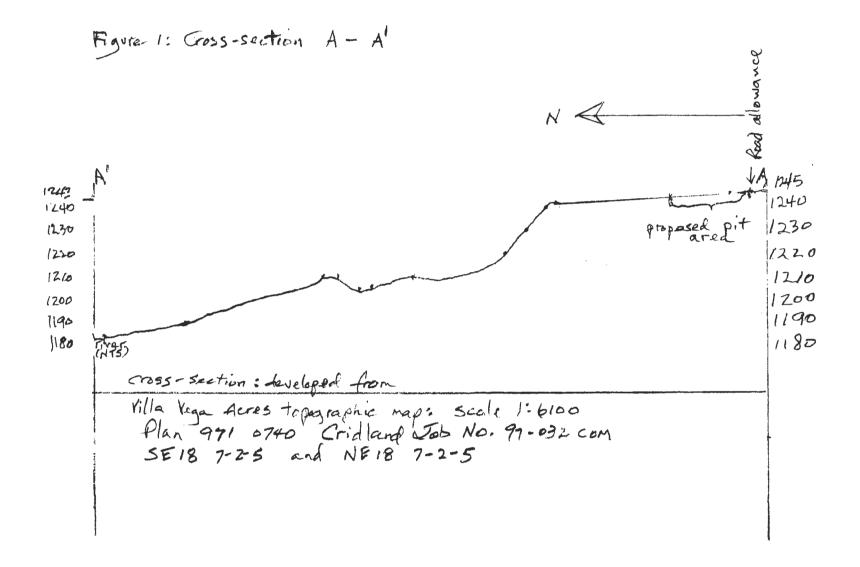
Westbound CPR train - 2 diesel locomotives pulling oil cars - distance 170 meters - dB = 71.5 maximum

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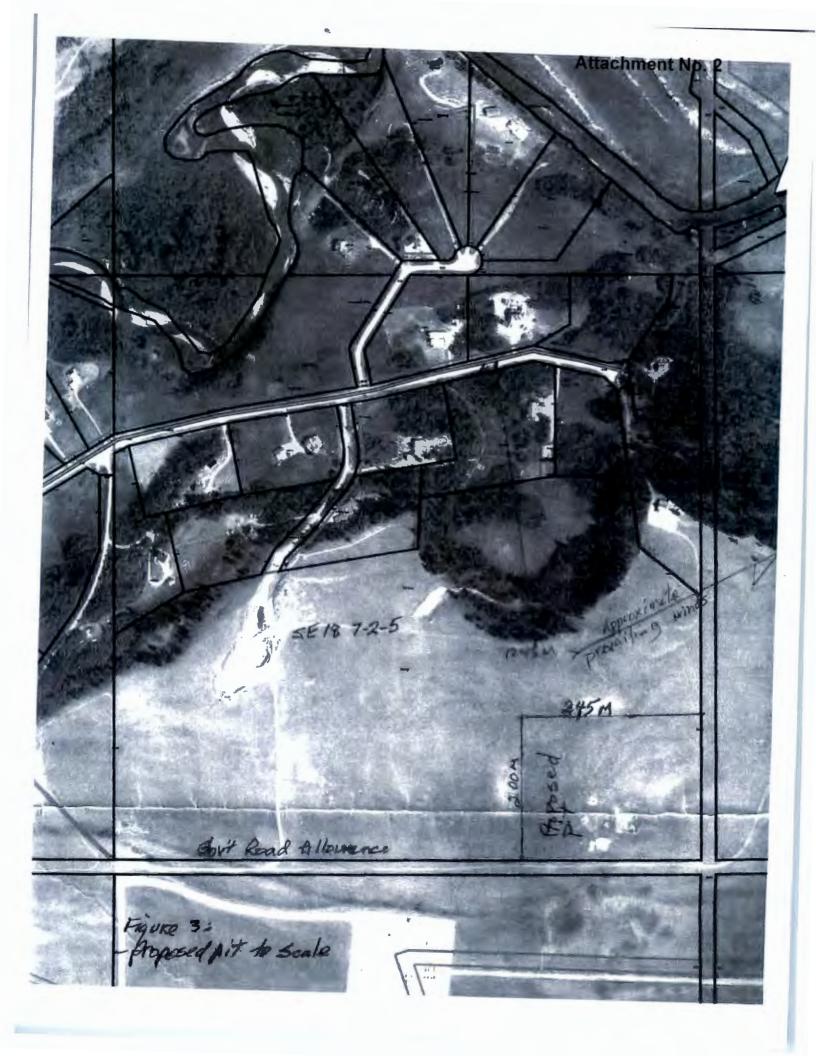
#### Re: Cross-section A – A'

This cross-section represents a slice south to north through the east part of the Villa Vega subdivision, originating in the area of the proposed pit then proceeding north through SE18 7-2-5 and part of NE18 7-2-5. It is intended to illustrate the gradient and orientation of the timbered north-facing slope. Residences in this area are across the flats, over the hill and well away from proposed development activities associated with this application.





Attachment No. 2



## Attachment No. 2

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#### ATTACHMENTS

1: Article: "Crunch coming for gravel reserves in Western Canada", Journal of Commerce, Jean Sorensen, Sept 11, 2015

2: Article: "The world is running out of sand", Financial Post, Sunny Freeman, Sept 2017

3: Article: "Harmful noise levels, table of decibel levels", HealthLink BC

4: Table: "Comparative examples of noise levels", decibel levels & effects

5: Study excerpt: "Environmental Noise Impact Assessment – Sound Propagation", from Proposed Mixcor Cochrane Pit, prepared by Acoustical Consultants Inc., Edmonton, AB. Project # 14-078, June 11, 2015

6. Table: "Noise levels from various local activities", Sept 2019

7: Drawing: Typical cross-sections through site.

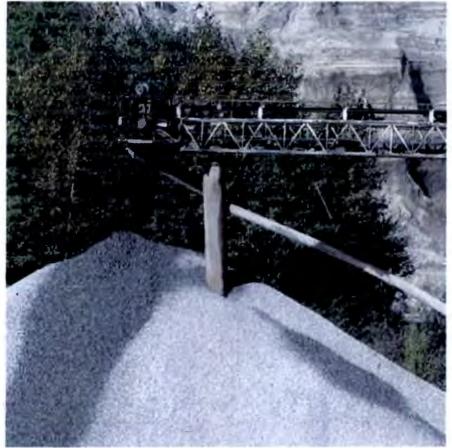


Crunch coming for gravel reserves in Western Crunch coming for gravel reserves in Western Canada

Friday, September 11, 2015

Journal of Commerce Jean Sorensen, Sept 11, 2015 Link to original article

The crunch is coming for aggregate supplies for Western Canadian cities and rural areas. It's becoming more expensive and scarce, and B.C. is even shipping to Hawaii, San Francisco and Alaska because of growing international hunger for aggregate.



Access to new aggregate reserves still remains the main problem in both Western Canadian urban centres and rural municipalities, with two provincial rural bodies having attempted to secure future supplies for up to 100 years.

The Saskatchewan Association of Rural Municipalities (SARM) has launched a study looking at aggregate supply (both potential and active sites) to offset shortages that some rural municipalities are now experiencing.

"We are using a lot more gravel than in the past," said SARM president Ray Orb, adding areas are pushed by increased industrial development, population and more infrastructure projects.

The SARM encompasses some 296 rural municipalities (RM).

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Aggregate quarries there are mostly either privately-owned or operated by the provincial highways ministry.

However, some rural municipalities have control over their own aggregate pits.

The report was commissioned as some municipalities are trucking the material long distances, he said, adding he's heard distances up to 160 kilometres for a return trip.

Also, Saskatchewan, between two mountainous regions in Canada, does not have geology that lends itself to an abundance of aggregate reserves.

Orb said SARM is now evaluating consultants' proposals. However, Orb expects a supply and demand report to be completed by year end. He said the cost of the study and forecast reserves has yet to be defined, but most rural municipalities are looking for a 50-60 year supply of aggregate.

"There is also competition from within the province – the Ministry of Highways needs lots of gravel as well as the RMs," said Orb, who hopes that the emergent strategy will provide for both municipal and provincial needs.

That's not happened in Alberta, where the Alberta Association of Municipal Districts and Counties (AAMDC), representing 59 counties and municipal districts, commissioned a similar study after experiencing similar concerns.

The report Got Gravel! Strategies to Secure Gravel for Rural Municipalities was completed in late 2013.

One of the recommendations was a commitment from provincial government that municipalities would have access to gravel on crown land to complete road maintenance.

Gerald Rhodes, AAMDC executive director, said the association, which is looking for reserves to cover 100 years, had its recommendation torpedoed by Alberta's Progressive Conservative Party, which maintained gravel should go to the highest bidder if the site is less than 80 acres and municipalities have no priority rights.

"Commercial operators require certainty that their efforts to explore and develop gravel pits less than 80 acres are not jeopardized by municipalities having subsequent first rights to the resource," the province responded.

Rhodes said that there are not many 80 acre ventures found in the regions affected.

He said that since municipalities compete for the gravel with the private sector and the Ministry of Highways, they are facing mounting costs maintaining a vast road network. The average rural municipality has 3,500 km of gravel roads.

"Gravel is a huge issue as the AAMDC membership is responsible for the largest road and bridge network of any stakeholder in the province," he said.

"The building and maintenance of transportation infrastructure is the single biggest expense for most to rural municipalities."

Rhodes plans to take the issue back to the New Democratic Party government.

In urban centres, the struggle for reserves isn't easier. Travis Coates, president of the Alberta Sand and Gravel Association said the problem is access.

"You can map to death but it's not much good if you can't get access," he said.

Increasing urbanization is making permits tough to get around urban centres. "Operators are going further and further out to get gravel," he said, adding that impacts costs. He said there's also a lack of information on aggregate production in Alberta.

"We don't know the current production in the province," he said as private land output is not tracked and there exists little information from provincial and municipal use. It leaves a question mark about filling future demands, he said. B.C. also struggles with the access issue.

The B.C. Stone, Sand and Gravel Association has attempted to develop a "go and no-go" map in the Fraser Valley for aggregate extraction, but efforts have stymied as residents resisted and politics flared.

"We worked for 15 years with provincial and municipal governments to establish quantities and the more people who got involved the less progress we made," said Paul Allard, association executive director.

"The public purse is the biggest customer of aggregate and we continue to have to move further and further away to get it. At some point, the cost of transportation is going to exceed the cost of the material."

He added that more reserves near urban areas are needed. He pointed to member company Polaris Materials.

The company is shipping aggregate to San Francisco, Hawaii and Alaska as larger centres internationally are also hungry for the material." Polaris barges from quarries on Vancouver Island. "If we don't start finding on-going sources, the province is going to be in big trouble," he said.

Friday, September 11, 2015



The world is running out of sand — and you'd be surprised how significant that is

From fracking to the construction boom, sand has become such a hot commodity that 'sand mafias' have sprung up that illegally mine and sell it on a black market



The global demand for sand is rapidly catching up with supply. Mike Faille/National Post



September 1, 2017 1:03 PM EDT

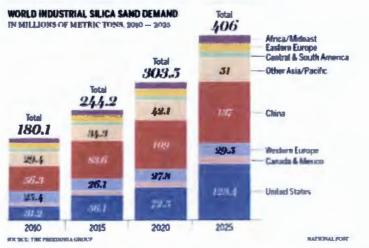
#### **By Sunny Freeman**

China has devoured more sand in the past four years than the United States did throughout the 20th century. Dubai, a city built on a desert, had to import the sand used in the world's tallest tower, the Burj Khalifa, from Australia. In India, sand has become such a hot commodity that it has been taken over by "sand mafias" who illegally mine and sell it on the black market.

The demand for sand is on the rise as urban development around the world soars and hydraulic fracturing technology becomes more popular in places such as the U.S. and Alberta.

Though most people have never thought twice about the supply of the seemingly plentiful grains, a growing number of observers are ringing the alarm that the global supply of sand is slipping through our fingers.

- Resource-rich NWT begins rewriting its mining rules in an effort to attract investment
- U.S. interior secretary urges mining ban near Yellowstone
- BHP Billiton explores USS2B stake sale in Jansen potash mine: sources



#### WORLD DEVOURING SAND

Sand and its larger cousin, gravel, are better known in the industrial realm as "aggregate," the key ingredients in concrete, asphalt and glass used in everything from highways to skyscrapers.

The demand for construction aggregates will rise 5.2 per cent annually to 51.7 billion tons in 2019, according to researcher Freedonia Group. Some estimate sand's share of the aggregate business is already worth US\$70 billion in annual sales.

A 2014 United Nations Environment Programme report, Sand, Rarer Than One Thinks, determined that sand and gravel mining accounts for as much as 85 per cent of all mining activity in the world and concluded that the depletion rate of sand is rapidly exceeding its natural renewal rate worldwide.

As a result, some Canadian sand companies are booming due to an increase in demand for oilsands fracking and exports to markets that have already depleted their supplies.

At the same time, industry players in some areas such as Greater Toronto Area (GTA) are warning about a shortage of the construction staple not because of demand-driven depletion, but because of local opposition to getting it out of the ground.

Decades of rapid urbanization and suburbanization in the GTA have put residents ever closer and closer to sand and gravel quarries and pits that once seemed relegated to the rural outskirts.

Residents associations have banded together to try to stop new quarries and pits from being built on the edge of their backyards. They're worried about air and noise pollution as much as the effect on their property values.

Such opposition has shut down three applications for new pits and quarries in the past decade and has led to a shortage of local sand that, of course, built the homes that house even the most vocal opponents, said Greg Sweetnam, vice-president of James Dick Construction, which operates a pit in Caledon, Ont., about 75 kilometres outside downtown Toronto.

We drive on it, we live inside it, we work inside it, we even brush our teeth with it

## Attachment No. 2



Greg

Sweetnam the executive vice-president of James Dick Aggregates is seen at the Caledon Sand and Gravel pits in Caledon, Ont. *Cole Burston for National Post* 

Sweetnam, who has worked for his father-in-law's family-run operation for 37 years, gets frustrated when he talks about the predicament his company is in with its neighbours. He just doesn't understand their logic, especially if they want to cloak their concerns in environmentalism.

The industry believes keeping supply local is both more cost effective and environmentally friendly than shipping material from hundreds of kilometres away. But building new quarries in the GTA, home to many high-quality deposits, has been nearly impossible due to what Sweetnam said is simple "NIMBYism."

The showdown between neighbours is likely to escalate as the GTA's population growth spurs demand for the sand and gravel needed for new houses, schools and office buildings.

"Everybody uses aggregate," Sweetnam said during a recent tour of James Dick Construction's sand and gravel pit in Caledon,

"We drive on it, we live inside it, we work inside it, we even brush our teeth with it and at some point we have to understand that we all have to accommodate this."

The Ontario Stone Sand and Gravel Association (OSSGA) has decided to fight back against vocal antiquarry opponents with a "buy local" public awareness campaign. Posters, already up in downtown Toronto bus stops, try to educate city dwellers who are largely unaware of both the importance of sand to their infrastructure and the issues it is causing in nearby townships.

We continue to use resources faster than we are replacing them



had to be imported to build Dubai's Burj Khalifa. Tom Dulat/Getty Images

The organization said local opposition or NIMBYism has worked its way into government processes that have become more rigorous in recent years. It said the provincial government's new review and consultation process is drawing out the permitting process for new pits and quarries to between five and 10 years.

At the same time, the government has also limited prospects for new pits and quarries by expanding protected areas that are off limits to development, said OSSGA executive director Norman Cheesman.

"We continue to use resources faster than we're replacing them," he said. "It's going to become a challenge. We're going to have to be going further afield to get that aggregate and that means higher costs."

Those costs will likely be passed down the supply chain to builders, developers and homeowners.

Transportation comprises 50 to 60 per cent of the cost of aggregates. And that — not the environment — is why the industry is so intent on keeping pits close to residential areas, said Bob Shapton, spokesman for Pitsense, an anti-aggregate development group and 30-year neighbour of James Dick Construction's sand and gravel operations.

We are going to have to be going further afield to get that aggregate and that means higher costs



## Harmful Noise LeveHarmful Noise Levels

## **Topic Overview**

The effects of noise on hearing vary among people. Some people's ears are more sensitive to loud sounds, especially at certain frequencies.

(Frequency means how low or high a tone is.) But any sound that is loud enough and lasts long enough can damage hearing and lead to hearing loss.

A sound's loudness is measured in decibels (dB). Normal conversation is about 60 dB, a lawn mower is about 90 dB,

and a loud rock concert is about 120 dB. In general, sounds above 85 are harmful, depending on how long and how often you are exposed to them

and whether you wear hearing protection, such as earplugs or earmuffs.

Following is a table of the decibel level of a number of sounds.

#### **Noise levels**

Noise	Average decibels (dB)
Leaves rustling, soft music, whisper	30
Average home noise	40
Normal conversation, background music	60
Office noise, inside car at 60 mph	70
Vacuum cleaner, average radio	75
Heavy traffic, window air conditioner, noisy restaurant, power	
lawn mower	80—89 (sounds above 85 dB are harmful)
Subway, shouted conversation	90–95
Boom box, ATV, motorcycle	96–100
School dance	101–105

Chainsaw, leaf blower, snowmobile	106–115
Sports crowd, rock concert, loud symphony	120–129
Stock car races	130
Gun shot, siren at 100 feet	140

As loudness increases, the amount of time you can hear the sound before damage occurs decreases.

Hearing protectors reduce the loudness of sound reaching the ears, making it possible to listen to louder sounds for a longer time.

Source: Health Link B.C. Harmful Noise Levels



### COMPARITIVE EXAMPLES OF NOISE LEVELS

.

Noise Source	Decibel Level	Decibel Effect
Jet take-off (at 25 meters)	150	Eardrum rupture
Aircraft carrier deck	140	
Military jet aircraft take-off from aircraft carrier with afterburner at 50 ft (130 dB).	130	
Thunderclap, chain saw. Oxygen torch (121 dB).	120	Painful. 32 times as loud as 70 dB.
Steel mill, auto horn at 1 meter. Turbo-fan aircraft at takeoff power at 200 ft (118 dB). Riveting machine (110 dB); live rock music (108 - 114 dB).	110	Average human pain threshold. 16 times as loud as 70 dB.
Jet take-off (at 305 meters), use of outboard motor, power lawn mower, motorcycle, farm tractor, jackhammer, garbage truck. Boeing 707 or DC-8 aircraft at one nautical mile (6080 ft) before landing (106 dB); jet flyover at 1000 feet (103 dB); Bell J-2A helicopter at 100 ft (100 dB).	100	8 times as loud as 70 dB. Serious damage possible in 8 hr exposure.
Boeing 737 or DC-9 aircraft at one nautical mile (6080 ft) before landing (97 dB); power mower (96 dB); motorcycle at 25 ft (90 dB). Newspaper press (97 dB).	90	4 times as loud as 70 dB. Likely damage in 8 hour exposure.
Garbage disposal, dishwasher, average factory, freight train (at 15 meters). Car wash at 20 ft (89 dB); propeller plane flyover at 1000 ft (88 dB); diesel truck 40 mph at 50 ft (84 dB); diesel train at 45 mph at 100 ft (83 dB). Food blender (88 dB); milling machine (85 dB); garbage disposal (80 dB).	80	2 times as loud as 70 dB. Possible damage in 8 hour exposure.
Passenger car at 65 mph at 25 ft (77 dB); freeway at 50 ft from pavement edge 10 a.m. (76 dB). Living room music (76 dB); radio or TV-audio, vacuum cleaner (70 dB).	70	Arbitrary base of comparison. Upper 70s are annoyingly loud to some people.

# Attachment No. 2

Noise Source	Decibel Level	Decibel Effect
Conversation in restaurant, office, background music, Air conditioning unit at 100 feet.	60	Half as loud as 70 dB. Fairly quiet.
Quiet suburb, conversation at home. Large electrical transformers at 100 feet.	50	One-fourth as loud as 70 dB.
Library, bird calls (44 dB); lowest limit of urban ambient sound	40	One-eighth as loud as 70 dB.
Quiet rural area.	30	One-sixteenth as loud as 70 dB. Very Quiet.
Whisper, rustling leaves	20	
Breathing	10	Barely audible

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CI Acoustical Consultants Inc. 5031 – 210 Street Edmonton, Alberta, Canada T6M 0A8 Phone: (780) 414-6373 www.aciacoustical.com

**Environmental Noise Impact Assessment** 

For The

## **Proposed Mixcor Cochrane Pit**

At

SE 10-27-04-W5M

Version 3

Prepared for: Mixcor Aggregates Inc.

Prepared by: P. Froment, B.Sc., B.Ed., P.L.(Eng.) acl Acoustical Consultants Inc. Edmonton, Alberta

Reviewed by: S. Bilawchuk, M.Sc., P.Eng. Cl Acoustical Consultants Inc. Edmonton, Alberta APEGA Permit to Practice #P7735

> aci Project #:14-078 June 11, 2015

#### acl Project #14-078 Mixcor - Cochrane Pit - Noise Impact Assessment - v. 3

#### **Sound Propagation**

In order to understand sound propagation, the nature of the source must first be discussed. In general, there are three types of sources. These are known as 'point', 'line', and 'area'. This discussion will concentrate on point and line sources since area sources are much more complex and can usually be approximated by point sources at large distances.

#### **Point Source**

As sound radiates from a point source, it dissipates through geometric spreading. The basic relationship between the sound levels at two distances from a point source is:

$$\therefore SPL_1 - SPL_2 = 20\log_{10}\left(\frac{r_2}{r_1}\right)$$

Where:

 $SPL_1 =$  sound pressure level at location 1,  $SPL_2 =$  sound pressure level at location 2  $r_1$  = distance from source to location 1,  $r_2$  = distance from source to location 2

Thus, the reduction in sound pressure level for a point source radiating in a free field is 6 dB per doubling of distance. This relationship is independent of reflectivity factors provided they are always present. Note that this only considers geometric spreading and does not take into account atmospheric effects. Point sources still have some physical dimension associated with them, and typically do not radiate sound equally in all directions in all frequencies. The directionality of a source is also highly dependent on frequency. As frequency increases, directionality increases.

Examples (note no atmospheric absorption):

- A point source measuring 50 dB at 100m will be 44 dB at 200m.
- A point source measuring 50 dB at 100m will be 40.5 dB at 300m.
- A point source measuring 50 dB at 100m will be 38 dB at 400m.
- A point source measuring 50 dB at 100m will be 30 dB at 1000m.

#### Line Source

A line source is similar to a point source in that it dissipates through geometric spreading. The difference is that a line source is equivalent to a long line of many point sources. The basic relationship between the sound levels at two distances from a line source is:

$$SPL_1 - SPL_2 = 10\log_{10}\left(\frac{r_2}{r_1}\right)$$

The difference from the point source is that the '20' term in front of the 'log' is now only 10. Thus, the reduction in sound pressure level for a line source radiating in a free field is 3 dB per doubling of distance.

Examples (note no atmospheric absorption):

- A line source measuring 50 dB at 100m will be 47 dB at 200m.
- A line source measuring 50 dB at 100m will be 45 dB at 300m.
- A line source measuring 50 dB at 100m will be 44 dB at 400m.
- A line source measuring 50 dB at 100m will be 40 dB at 1000m.

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### MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9 BYLAW NO. 1315-19

Being a bylaw of the Municipal District of Pincher Creek No. 9 in the Province of Alberta, to amend Bylaw No. 1289-18, being the Land Use Bylaw.

WHEREAS	Section 639 of the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended, provides that a municipality must pass a Land Use Bylaw; and			
WHEREAS	The Municipal District of Pincher Creek No. 9 has decided to amend the land use designation of lands legally described as:			
	A portion of Lot 14, Plan 971 0740 within SE 18-7-2 W5M			
	And as shown on Schedule 'A' attached hereto, from "Agriculture - A" to "Direct Control - DC"; and			
WHEREAS	The purpose of the proposed amendment is to allow for the development of a 12.1 acre (4.9ha) gravel pit;			

**NOW THEREFORE**, under the authority and subject to the provisions of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, as amended, the Council of the Municipal District of Pincher Creek No. 9, in the Province of Alberta, duly assembled does hereby enact the following:

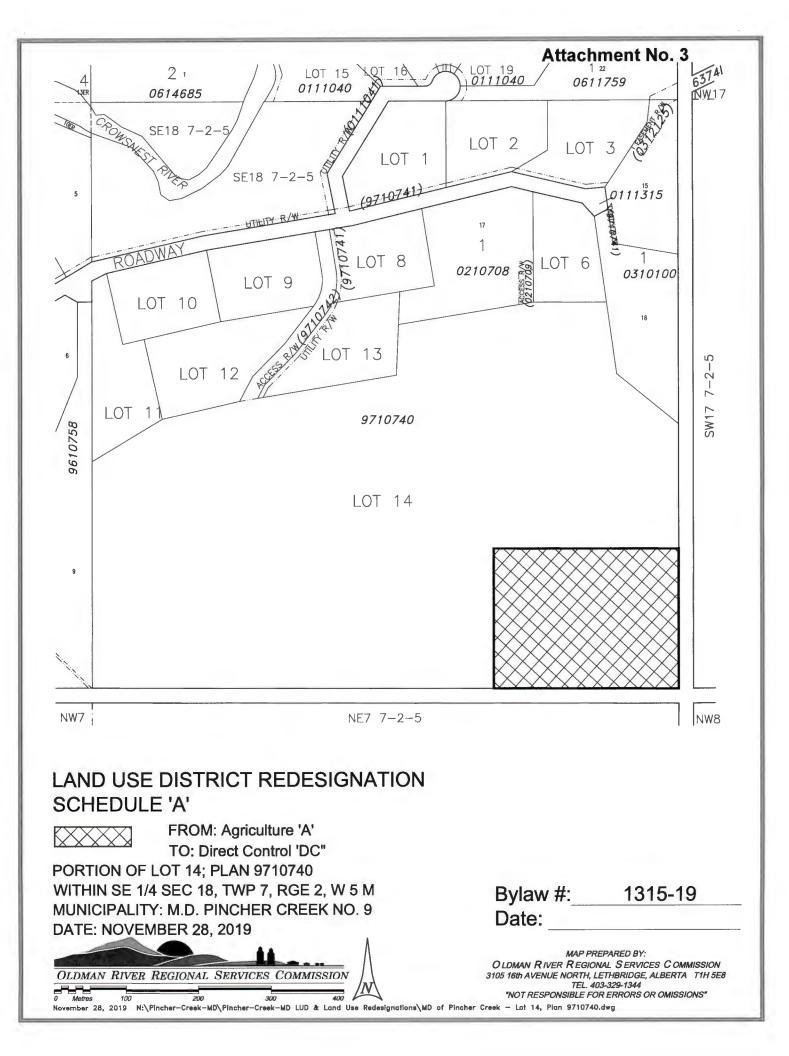
- 1. This bylaw shall be cited as "Land Use Bylaw Amendment No. 1315-19".
- 2. Amendments to Land Use Bylaw No. 1289-18 as per "Schedule A" attached.
- 3. This bylaw shall come into force and effect upon third and final passing thereof.

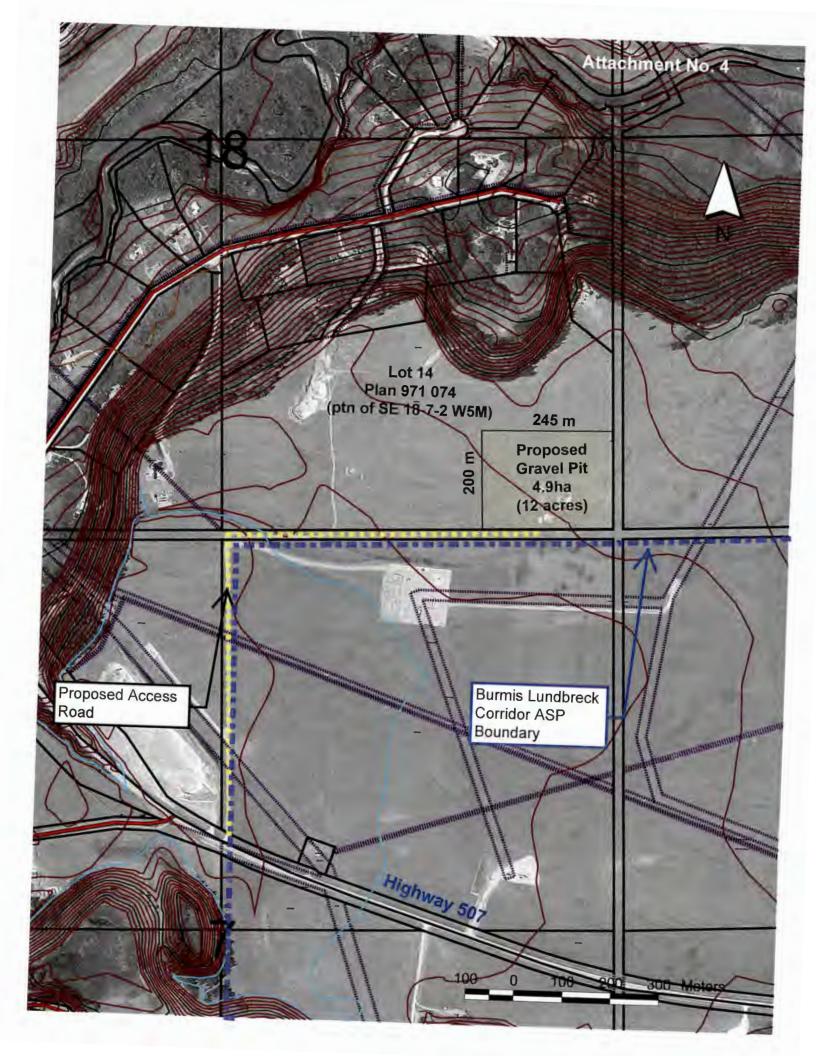
READ a first time this	day of	, 2019.
A PUBLIC HEARING was held this	day of	, 2020.
READ a second time this	day of	, 2020.
READ a third time and finally PASSED this	day of	, 2020.

**Reeve** Brian Hammond Chief Administrative Officer Troy MacCulloch

Bylaw No. 1315-19

Attachment - "Schedule A"





## **Recommendation to Council**

TITLE: Re	quest to Develop Road (Mul	loy)	
PREPARED BY: Roland Milligan		DATE: December 5, 2019	
<b>DEPARTMENT:</b> Pla	nning and Development		
Department Supervisor	Date	ATTACHMENTS: 1. Letter from Applicant 2. Map showing entire road 3. Map showing undeveloped portion 4. Photos 5. Road Development Policies	
	APPR	OVALS:	
Roland Milligan	r Date	CAO Date	9
between the SE 11-7-	lose develop a portion of Und	leveloped Statutory Road Allowance located , to provide access to the NW 1-7-2 W5M, be ce for the parcel.	Ĩ

### **BACKGROUND:**

The MD received the attached letter (*Attachment No. 1*) dated September 12, 2019, from landowner Robert Mulloy, requesting to construct a road on a portion of undeveloped road allowance for the purpose of providing access to the NW 1-7- W5M (the Parcel) (*Attachments No. 2 and No. 3*). A parcel with no development on it at this time.

The first issue with this proposal is the fact that 1200 metres of Rge. Rd. 2-1 to access the site is classified as unimproved on the MD's Road Classification Map, adopted by Council September 26, 2017. This means that the entire access would need to be upgraded to the high standard as required in Policy C-PW-018 New Road Design Specifications (*Attachment No. 5*).

The second issue with this request is the development of the approximately 340 metres of undeveloped road allowance that gives legal access to the parcel (Attachment No. 3). There is a spring directly adjacent to the road allowance that encompasses a good portion of the area in the spring and in wet years.

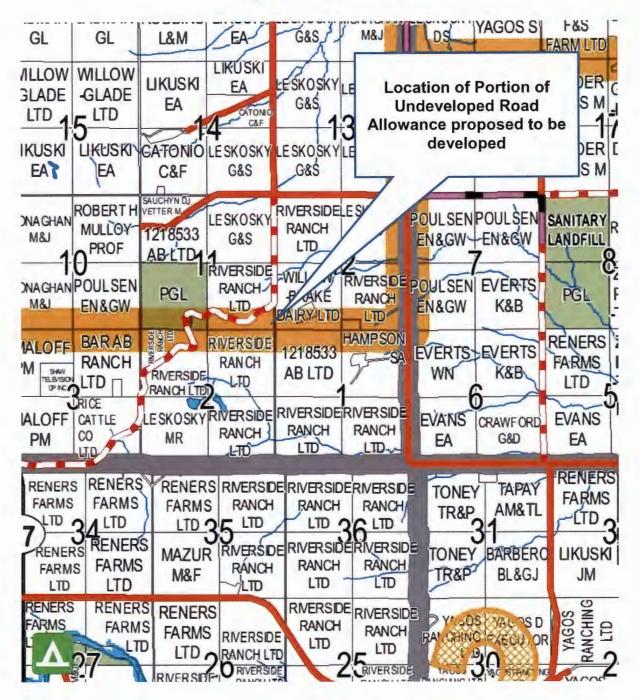
Immediately east of the road allowance and is a South Lundbreck Water Co-op water line that may be impacted by a full-scale development of the road.

As the MD has not received a development permit application for the parcel, the MD is not in a position to place a caveat on title, as a permit approval would be required.

### FINANCIAL IMPLICATIONS:

None at this time. If the road is improved to the MD standard, the ongoing cost of year round care and maintenance will be bourn by the MD

# **Recommendation to Council**



## **Map Showing Location**

1218533 Alberta Ltd. C/O Robert Mulloy 531 Sunderland Ave. SW Calgary, Alberta T3C 2K5

September 12, 2019

Attention: MD of Pincher Creek Reeve and Council

M.D. of Pincher Creek No. 9 1037 Herron Avenue PO Box 279, Pincher Creek, AB TOK 1W0 Ph: 403.627.3130 Fx: 403.627.5070

RE: Road construction on a vacant road allowance, NW1-7-2-W5M

Dear: Reeve and Council

Please accept this letter as an application to construct a road on a vacant road allowance between SE11-7-2-W5M - SW12-7-2-W5M and part of between NE2-7-2-W5M – NW1-7-2-W5M. To access NW1-7-2-W5M for building a residence and residing on the land.

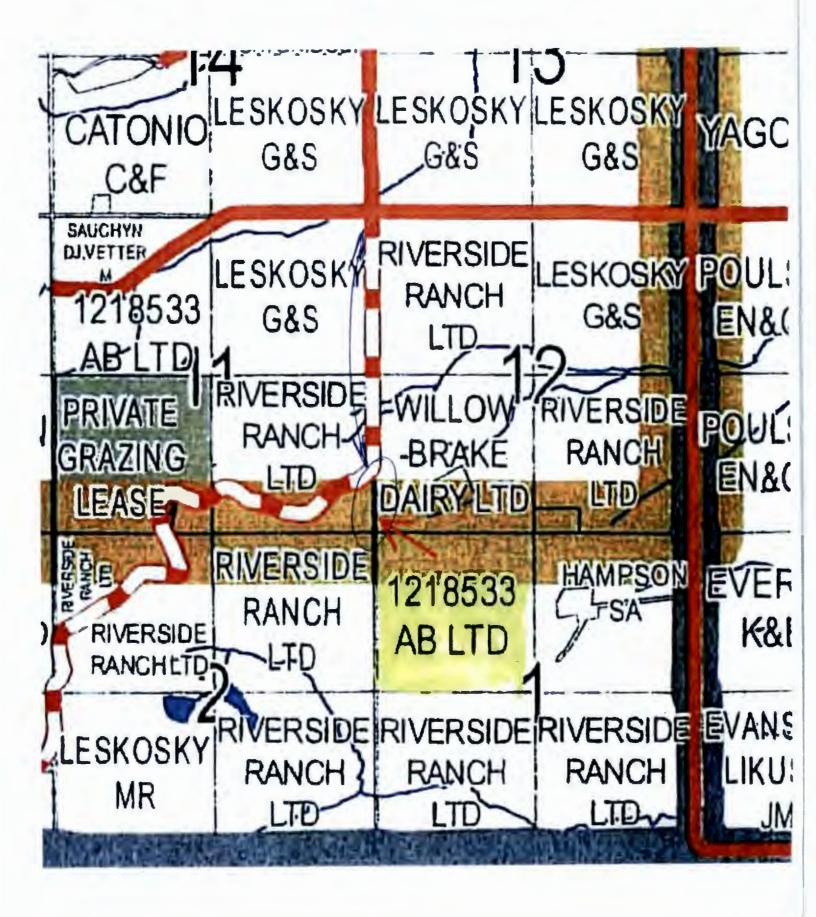
There will be no burden upon the MD of Pincher Creek and any caveats stating the MD of Pincher Creek's position is anticipated.

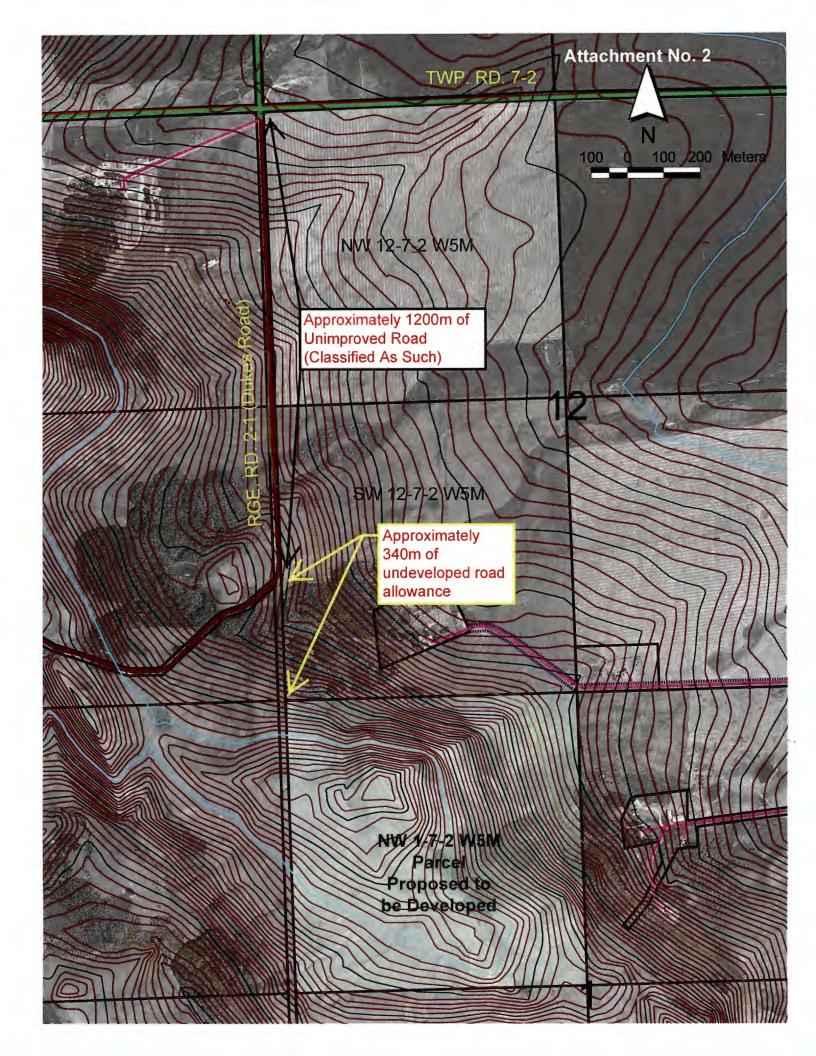
Please find this application with best intentions and do not hesitate to contact me at your convenience

Kind regards ulo

Robert Mulloy









0 10 20 30 40 50 Meters

Attachment No. 3

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# SW 12-7-2 W5M

Portion of completely Undeveloped Road Allowance under request to be developed

Wet Area

SE 11-7-2 W5M

NE 2-7-2 W5M

NW 1-7-2 W5M Parcel to be Accessed

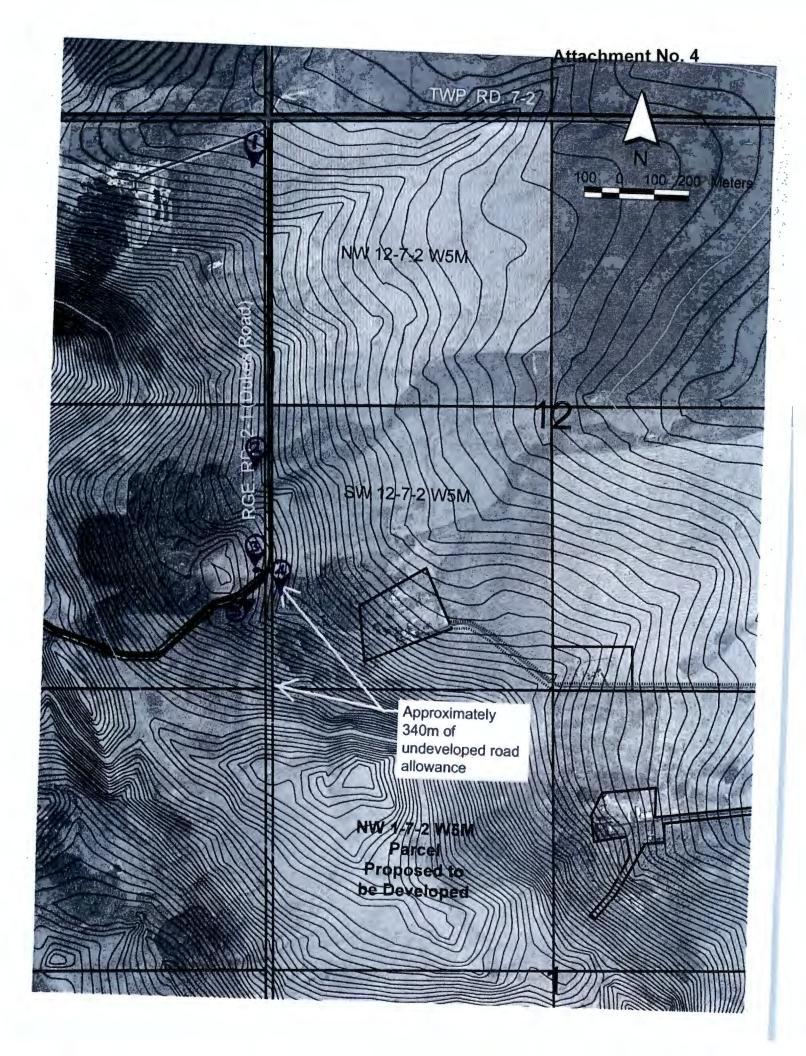




PHOTO 1 Looking south on Rge. Rd. 2-1. Just south of from Twp. Rd. 7-2



PHOTO 2 Looking south on Rge. Rd. 2-1, just before crest of hill



PHOTO 3 Looking south from Rge. Rd 21- at Undeveloped Road Allowance



PHOTO 4 Looking south from Rge. Rd 21- at Undeveloped Road Allowance



PHOTO 5 Looking Northeast along Rge. Rd. 2-1

## MUNICIPAL DISTRICT OF PINCHER CREEK

## **CORPORATE POLICY**

C-PW-013

#### TITLE: PROPOSED DEVELOPMENTS ON PARCELS NOT ADJACENT TO MUNICIPALLY CONTROLLED ROADS

Approved by Council:	Date: October 8, 2002	
Revised by Council:	Date:	
Applicable Provincial Legislation	No Applicable Legislation	

#### **Policy Statement**

If planned residential development is not physically accessible by a municipal road developed to our standard, any development approved must be subject to a condition that the Municipal District will not accept responsibility for maintaining access, unless the property owner pays to construct a road, subject to our specifications (as per Policy C-PW-018).

## MUNICIPAL DISTRICT OF PINCHER CREEK

## **CORPORATE POLICY**

C-PW-019

## TITLE: MINIMUM STANDARD ROAD DESIGN SPECIFICATIONS

Approved by Council:	Date: April 26, 2005	
Revised by Council:	Date:	
		_

Applicable Provincial Legislation No Applicable Legislation

#### **Policy Statement**

Minimum Standard Road Design Specifications will apply only to dead end roads serving a very few people with no potential for higher traffic demands.

#### Requirements

These standards are as follows:

•	width of top	16.5 feet
•	depth of ditch	1.5 feet
•	side Slope	3h-1v
•	back Slope	2h-1v
•	width of ditch bottom	4.0 feet
٠	road top crown	3%

All topsoil shall be removed for the entire cross section of the road fill area (both road surface and side slope) prior to placement of compacted embankment. Culverts must be installed to provide adequate drainage.

<sup>3</sup>/<sub>4</sub> inch crush gravel shall be spread on the finished grade at a rate of 200 cubic yards per mile. The road shall be signed with a "Dead End" sign and an "Unimproved Road, Use at Own Risk" sign. The applicant will be responsible for erecting and maintaining these signs. The applicant shall sign a "Development Agreement" to:

- alleviate the Municipal District of Pincher Creek No. 9 of liability,
- ensure that the road remains open to all public use,
- clarify that no Municipal services will be provided until such time as the road is upgraded to the regular standard.

# SEEDING

All disturbed areas within the municipal right-of-way, with the exception of the road top will be seeded with a certified seed mix and application rate as determined by the Agricultural Fieldman. A certificate of analysis must be provided to the Agricultural Fieldman. A cover crop of either fall wheat or fall rye will also be seeded to support and protect the grass seed until such time as it becomes established. Disturbed areas outside the municipal right-of-way will be seeded to the satisfaction of the affected landowner.

## MUNICIPAL DISTRICT OF PINCHER CREEK

## **CORPORATE POLICY**

C-PW-012

## TITLE: DEVELOPMENT AND IMPROVEMENT OF MUNICIPAL ROADS

Approved by Council:	Date:	
Revised by Council:	Date:	
in an		

## Applicable Provincial Legislation

No Applicable Legislation

#### **Policy Statement**

Where the Council is petitioned to allow for the development or improvements of a road on statutory road allowance or registered road plan and Council considers development of the road to be an improvement to the municipal road network and a benefit to the public at large.

#### Requirements

The following guidelines shall apply:

- a. Where a parcel may be serviced by more than one road allowance the Municipality reserves the right to choose the location for the roadway.
- b. The Municipality will not construct or be responsible for the cost of construction or future maintenance of any roads not constructed on municipal road allowances or municipally owned right of ways.
- c. The Municipality may contribute up to 30% of the cost or \$20,000.00, whichever is the least, per each one half mile of road constructed under this agreement and built to the standard outlined in C-PW-018. The grant would only be applicable to legal survey, construction costs, engineering design, project management and inspection and the acquisition of land where required to go outside the existing right-of-way. Fencing and Texas gates are not part of the cost sharing and are the sole responsibility of the applicant.
- d. Council reserves the right to adjust the contribution amount as they deem reasonable, having regard to the potential use that may be made of the road by other parties in the foreseeable future.
- e. The total expenditure for construction of roads under the provisions of this policy shall be at the sole discretion of Council.
- f. The Municipality's contribution, as outlined in "c" above, will be pro-rated for roads constructed for lesser or greater distances.

- g. The Municipality shall accept the responsibility for regular maintenance of the road to the local standard, at the Superintendent of Public Works discretion, subject to the following conditions:
  - I. The road shall be engineer designed and built to the M.D's Road Design Specifications established by C-PW-018, and meet all the requirements of all provincial and federal agencies.
  - II. Prior to accepting the roads into the municipality's road system, the road shall require a professional engineer's final acceptance, approval of the Public Works Superintendent and one a year warranty bond.
  - III. Based on a recommendation from the Public Works Superintendent, Council may waive the requirement for the road to be engineer designed and a professional engineer's final acceptance.
  - IV. If the road is not engineer designed, the road shall complete one complete freeze/thaw cycle after which it shall receive final approval from the Public Works Superintendent.
  - V. The M.D's acceptance of the road shall be acknowledged in writing.
- h. Any road not accepted into the Municipality's road system shall not be considered a municipal road. The landowner or his/her tenant may be allowed the use of the road allowance provided that the landowner enters into an agreement with the Municipality 1) releasing and indemnifying the municipality for any damages resulting from the use of the road as well as acknowledging the landowner's responsibility for the maintenance and upkeep of that road and, 2) evidence of a \$2,000,000 liability insurance policy for the road listing the municipality as a third party insured.
- i. If the landowner contracts to a 3<sup>rd</sup> party to construct the road the following conditions shall apply:
  - 1. The contractor shall have at least \$2,000,000 liability insurance.
  - 2. The contractor will be bound by start and end dates unless othervise identified in a project agreement.
  - 3. The contractor will have control and responsibility of job site safety both for construction activities and the motoring public.
- j. If the request is to upgrade certain parts of the road or road allowance and the complete road will still not comply with C-PW-018, Council will determine the level of funding and also the level of any future maintenance or road classification.
- 2. Where the Public Works Superintendent is petitioned to improve access to a parcel of land he may:
  - a. Use a motor grader to provide for drainage across a road allowance and gravel on the road, as required, to fill wet areas and low spots as determined by the Public Works Superintendent.
  - b. Such work will only be done on locations on statutory road allowances or road plans registered in the name of the Municipal District of Pincher Creek No. 9.

- c. If equipment other than that mentioned in paragraph a. is required, the applicant shall be required to pay the costs of the additional equipment used in improvement of the access road.
- 3. There may be situations where the Municipality would support the registration of a new road plan if it can be shown that the development would have a significant benefit to the Municipality in the long term.

## MUNICIPAL DISTRICT OF PINCHER CREEK

#### **CORPORATE POLICY**

C-PW-018

#### TITLE: NEW ROAD DESIGN SPECIFICATIONS

Approved by Council:	Date: July 21, 2009	
Revised by Council:	Date:	
Applicable Provincial Legislation	No Applicable Legislation	

**Policy Statement** 

Minimum standards for new road design specifications.

#### GRADING

Grading shall be done according to the following design:

٠	Width of top	24 feet
•	Depth of ditch	2 feet
•	Side slope	3h - 1v
٠	Back slope	4h - 1v
•	Width of ditch bottom	10 feet
•	Road top crown	3%

All topsoil shall be removed for the entire cross section of the road fill area (both road surface and side slope) prior to placement of compacted embankment. Culverts must be installed to provide adequate drainage. Compaction equipment shall be used and moisture shall be adjusted to acquire 95% compaction at optimum moisture (Standard Proctor) on all fill placed. Cut areas within the roadway will be sub-cut a minimum of 1 foot and backfilled with compacted fill.

Through fill areas the grade must be a minimum of 1.5 feet above the existing ground surface to prevent snow drifting problems. Through cut areas the back slopes are to be laid back at 4:1 or flatter to prevent snow drifting problems and to provide room to plow snow.

Any grade that is constructed with pit run granular material must be capped with a minimum of 6 inch depth of clay material that does not contain rocks larger than 3

inches, or as an alternative, a 6 inch depth of Des 2 Class 25 base gravel compacted to 100% (Standard Proctor) at optimum moisture. The top 6 inches of all road surfaces shall be free of any rocks larger than 3 inches.

## GRAVELLING

 $\frac{3}{4}$  inch crushed gravel shall be spread on the finished grade at a rate of 500 cubic yards per mile.

## APPROACHES

An approach shall be constructed and graveled to provide access to each lot. Approaches shall have a minimum 20-foot top, 3h - 1v side slopes and have flares to tie to the road slope. Approaches shall enter a main road at 90°. Location of approaches shall be to allow 600 feet sight distance onto an 80-km/hr road. The maximum gradient from the road shoulder to the property line shall not exceed 2%.

## GRADIENT

The maximum gradient on any road shall not exceed 10%. The road surface shall be smooth and uniform so as to provide a smooth ride and to follow good road building practices.

## SEEDING

All top soil is to be salvaged and replaced on all disturbed areas to a depth of 4 inches, with the exception of the road top. Excess topsoil will be disposed of in areas approved by the Municipal District. All rocks larger than 3 inches in diameter shall be picked prior to seeding. All disturbed areas within the municipal right-of-way, with the exception of the road top, will be seeded with a certified seed mix and application rate as determined by the Agricultural Fieldman. A certificate of analysis must be provided to the Agricultural Fieldman. A cover crop of either fall wheat or fall rye will also be seeded to support and protect the grass seed until such time as it becomes established. Disturbed areas outside the municipal right-of-way will be seeded to the affected landowner.

## WARRANTY

The warranty period for all the work involved with the road construction shall be one year from the date of final acceptance.

Any defects or failures found within the one year warranty period shall be repaired at no cost to the Municipal District.

#### AMENDMENTS

Any changes to the above noted standards and specifications may only be changed with the recommendation of the Public Works Superintendent and the approval of Council.

## LOCAL ROAD SWITCHBACK STANDARD

Attached - Page 3

## TURNAROUND RADIUS

The turnaround area in a multi lot/group country residential subdivisions will be a minimum of a radius of 25m. The turnaround radius for subdivisions intended for other uses such as Heavy Rural Industrial or some type of more compact urban development will be approved by the Subdivision Authority.

TITLE: Recycling F	unding Increase and A	Agreement Extension	
PREPARED BY: Roland	Milligan	DATE: December 5, 2019	
<b>DEPARTMENT:</b> Develop	pment and Communit	y Services	
		ATTACHMENTS:	
Department Supervisor	Date	<ol> <li>Draft Recycle Depot Funding Agreemen</li> <li>Draft Recycle Depot Operations Agreem</li> </ol>	
	APP	PROVALS:	
Department Director	200/12/05 Date	CAO Date	5)9.

# **RECOMMENDATION:**

That Council agree to enter into the Recycling Depot Funding Agreement and the Recycling Depot Operations Agreement for the term of January 1, 2020 to July 1, 2020.

# **BACKGROUND:**

K.J. Cameron Services Industries Ltd., the operator of the jointly run Recycling Depot, presented to Council regarding the lack of market for recycled paper and cardboard, and how this is affecting the operation of the depot. The operator requested an additional \$1500 per month, to the current \$8000 per month to continue operations.

The operator presented this information to both the Town of Pincher Creek and the MD. At the Town's Council meeting of November 5, 2019, the Town passed a motion to pay the operator the asked for increase in funding per month. At the MD's Council meeting of November 12, 2019, the MD agreed with the proposed increase. This proposed resolution was forwarded to the operator. On November 29, 2019, the operator accepted the two Councils' offer for the 6-month extension.

As both the Recycle Depot Operations Agreement and Funding Agreement are due to expire on December 31 2019, updated agreements have to be endorsed by both Councils.

Attached are the two 6-month draft agreements for Council's consideration

# **FINANCIAL IMPLICATIONS:**

\$4275 per month for the first 6 months of 2020 based on the Funding Agreement. Town of Pincher Creek is responsible for \$5225

### **RECYCLE DEPOT FUNDING AGREEMENT**

#### THIS AGREEMENT MADE THIS 1ST DAY OF JANUARY, 2020.

#### BETWEEN

#### THE TOWN OF PINCHER CREEK

#### **OF THE FIRST PART**

#### &

#### THE MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

#### **OF THE SECOND PART**

WHEREAS the Parties have entered into an Agreement with K.J. Cameron Service Industries Ltd. known as the **RECYCLE DEPOT OPERATIONS AGREEMENT**;

AND WHEREAS the Parties hereto provide for the apportionment of costs in accordance with that Agreement;

**NOW THEREFORE** this Agreement witnesseth that in consideration of the mutual covenants and promises, the Parties hereto agree as follows:

 The Parties shall, in the performance of the RECYCLE DEPOT OPERATIONS AGREEMENT pay the costs apportioned as follows. Based on Population statistics:

a)	Town	55%
b)	M.D.	45%

- 2. The apportionment of costs shall remain in effect until July 1, 2020.
- 3. The M.D. of Pincher Creek No.9 shall be responsible for payment to K.J. Cameron Services Industries Ltd. and shall bill the other Party on a 3 month basis for their share of the cost.

#### CAPITAL RESERVES

1. Each municipality agrees that the establishment of a <u>Recycling Capital Replacement</u> <u>Reserve</u> is an appropriate means of funding future capital purchases. Funds would be drawn from this Reserve as required to replace presently owned or to purchase new capital equipment.

- 2. Funds received from the following sources shall be directed to a <u>Recycling Capital</u> <u>Replacement Reserve</u> by the Managing Municipality.
  - a) Funds received from other jurisdictions for recycling services provided by the Contractor.
  - b) 30% of all sums received by the Contractor (in excess of \$80.00 per tonne) from the sale of recycled materials
  - c) Other sources of recycling revenue as agreed to by the Municipalities and the Contractor.

# ADMINISTRATION OF THE RECYCLING AGREEMENT

The Municipalities shall designate a "Managing Municipality" to assume responsibility for the administration of the terms of both the Recycle Depot Funding Agreement and the Recycle Depot Operations Agreement.

Such responsibilities will include but are not necessarily limited to the following:

- 1. Providing accounting services for receipts and expenditures associated with managing the terms of the Agreement between the Contractor and the Municipalities.
- 2. Allocating revenues forwarded by the Contractor.
- 3. Receipt and payment of invoices forwarded by the Contractor relating to service, maintenance and repair of equipment owned by the Municipalities.
- 4. Other responsibilities as designated from time to time by the Management Committee and/or the Municipalities.
- 5. The Managing Municipality shall provide insurance on all municipally owned equipment for fire and theft and invoice costs to each Municipality in accordance with the funding formula.

The M.D. of Pincher Creek No.9 will be the Managing Municipality for the term of this agreement.

# MANAGEMENT COMMITTEE

Each of the Municipalities shall appoint one representative to a Management Committee.

The Committee shall:

- meet as required a)
- approve any repairs to the equipment b)
- elect a Chairperson from the municipal representatives c)
- record and make available to municipal representatives, minutes of the meetings d) of the Committee

## **TERMINATION**

The Agreement may be terminated by any Party without cause upon 60 days written notice, delivered by registered mail to the other Parties.

In witness whereof, the Parties have hereunto executed this Agreement, the day and year first above written.

Town of Pincher Creek

M.D. of Pincher Creek No.9

Per \_\_\_\_\_ Mayor Don Anderberg

Per \_\_\_\_\_\_ Reeve Brian Hammond

Per \_\_\_\_\_ CAO Laurie Wilgosh

Per \_\_\_\_\_ CAO Troy MacCulloch

# Attachment No. 2

#### **RECYCLE DEPOT OPERATIONS AGREEMENT**

#### THIS AGREEMENT MADE THIS 1ST DAY OF JANUARY, 2017.

#### BETWEEN

#### THE TOWN OF PINCHER CREEK (hereinafter called the "Town)

&

#### THE MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9 (hereinafter called the "M.D.")

& THE VILLAGE OF COWLEY (hereinafter referred to as the "Village")

#### **OF THE FIRST PART**

-and-

## **K.J.** CAMERON SERVICE INDUSTRIES LTD. A body corporate of Pincher Creek, Alberta (hereinafter referred to as the "Contractor")

#### **OF THE SECOND PART**

WHEREAS the Municipalities are desirous of diverting recyclable materials from the Crowsnest Pass/Pincher Creek Landfill;

**AND WHEREAS** the Contractor has agreed to collect and dispose of recyclable materials for the Municipalities;

**NOW THEREFORE** this Agreement witnesseth that in consideration of the mutual covenants and promises, the Parties hereto agree as follows:

- 1) Recyclable materials shall include, but are not limited to, the following materials:
  - a) all cardboard, computer paper, magazines, and other recyclable paper products,
  - b) all viable plastics, tin cans and other recyclable materials.
- 2) The Contractor is an independent Contractor for the purpose of this Agreement and shall indemnify and hold harmless the Municipalities from any and all claims of any kind whatsoever in connection with the operation of the recycling centre, the use of the equipment and the sale of the recycled materials.

# Attachment No. 2

## DEFINITIONS

**Municipalities** - For purposes of this Agreement the "Municipalities" are defined as the TOWN OF PINCHER CREEK, THE MUNICIPAL DISTRICT OF PINCHER CREEK NO.9 and the VILLAGE OF COWLEY.

**Contractor** - The CONTACTOR is defined as KJ CAMERON SERVICES INDUSTRIES LTD., located at 1038 Deer Avenue in Pincher Creek.

**Managing Municipality** - One of the "Municipalities" shall be designated as the "Managing Municipality" for purposes of administering the responsibilities of this Agreement and for providing administration support to the Recycle Committee.

**Management** - The Management Committee shall consist of an elected representative from each of the three "Municipalities" appointed to the Committee by the respective Councils of the Municipalities.

**Recycling Capital Replacement Reserve -** A Recycling Capital Replacement Reserve established and maintained on behalf of the Parties to the Agreement by the Managing Municipality. Funds may be drawn from this fund to replace or add to the capital inventory owned by the Municipalities as identified in Part B of this Agreement.

## PART A

### **CONTRACTOR RESPONSIBILITIES**

- 1) The Contractor shall provide the facilities and equipment, except as hereinafter provided, for the collection and disposal of recyclable materials from residents of the Municipalities, hereinafter referred to as the "Residents".
- 2) The Contractor shall provide receptacles and containers for the Residents of the Municipalities to drop off recyclable materials at 1038 Deer Avenue in Pincher Creek (hereinafter referred to as the "Site") and it shall be accessible to Residents at all times.
- 3) The following terms and conditions shall apply to the operation of the recycling centre by the Contractor:
  - a) The recycling center shall be under the direction and control of the Contractor,
  - b) The Contractor shall provide the necessary labour to operate the center,
  - c) The Contractor shall provide WCB coverage and liability insurance for any injury or damage caused by the use and operation of the said equipment,
  - d) The Contractor shall indemnify and hold harmless the Municipalities for any damage caused by the use and operation of the said equipment.

- 4) The Contractor shall provide the following in connection with the operation of the recycling centre:
  - a) Land and building,
  - b) Loading dock,
  - c) Storage areas,
  - d) Bale ties,
- 5) The Contractor shall provide the labour necessary to service and maintain the equipment identified herein as owned by the Municipalities.
  - a) This service and maintenance will be done by the Contractor in accordance with the equipment Manufacturer's specifications,
  - b) Documentation of this service schedule will be made available at least annually and/or when requested by Committee members.
- 6) The Contractor shall obtain authorization from the Committee to proceed with any repairs exceeding \$1,000.00.
- 7) The Contractor agrees to operate the Recycling Depot in accordance with Alberta Occupational Health and Safety standards.

# PART B

# **RESPONSIBILITIES OF THE MUNICIPALITIES**

## **Equipment - General**

- 1) The Municipalities shall provide the Contractor with the following equipment to be used in the operation of the recycling centre:
  - a) Cardboard baler (3)
  - b) Granulator/conveyor
  - c) Bins for recyclable materials drop off (9)
  - d) Signage/gates
  - e) Forklift
  - f) Horizontal baler

# Attachment No. 2

- 2) The Municipalities shall retain ownership of the said equipment in proportion to the funding formula identified in the RECYCLE DEPOT FUNDING AGREEMENT between the Town of Pincher Creek, the Municipal District of Pincher Creek No.9 and the Village of Cowley.
- 3) Should this Agreement be terminated, possession of the equipment shall be given to the Municipalities in proportion to the funding formula in use at the time of purchase of the equipment.
- 4) The Contractor shall not, except as hereinafter provided, use the equipment for any purpose other than the recycling of materials from the Residents of the Municipalities.

# **Equipment - Exceptions**

- 5) If the equipment of the Municipalities is to be used to recycle materials from other jurisdictions, the Contractor shall obtain the written consent of the Municipalities for the use of the equipment in that manner.
  - a) The use of the equipment shall be identified in an Agreement between the Parties,
  - b) The Contractor shall provide evidence of the weight of recycled materials collected from outside the boundaries of the Municipalities.

# **Equipment - Maintenance and Repair**

- 6) The costs of parts for maintenance and service; and all costs of repairing the equipment excluding damages to equipment caused by negligent operation shall be the responsibility of the Municipalities who own the equipment.
- 7) The Municipalities shall share the costs of maintenance and repairs to the equipment they own in proportion to the funding formula outlined in the RECYCLE DEPOT FUNDING AGREEMENT.

# **Equipment - Replacement and/or Additions**

- 8) Should it become necessary from time to time to replace capital equipment owned by the Municipalities or to add a piece of equipment to the existing inventory, the Recycle Management Committee shall recommend to the respective Councils of the Municipalities that such expenditures be approved.
- 9) Upon unanimous approval of the Municipalities, expenditures to replace or add to the capital equipment inventory shall be shared by the Municipalities in proportion to the formula outlined in the RECYCLE DEPOT FUNDING AGREEMENT.

# PART C

# FINANCE

- 1) The Municipalities shall pay the Contractor **\$9,500.00** per month plus GST.
- 2) The Contractor shall be responsible for the sale and disposition of recycled materials.

pg. 5

# Attachment No. 2

- 3) The Contractor will refund to the Managing Municipality 30% of all revenues received over \$80.00 per tonne when all recyclables sold for the calendar year have been averaged for the calendar year. Any monies owing will be payable once all the materials for the year have been sold.
- 4) The Contractor shall provide annually and when requested a report to the Municipalities inclusive of weigh bills and other appropriate documentation as proof of the quantity of material recycled.
- 5) In the event that a recyclable material becomes cost negative (where the costs of processing and storing the material exceeds the available price) and the Municipalities agree that the depot should continue to accept the material; the deficit incurred by the Contractor will be refunded according to the formula outlined in the RECYCLING DEPOT FUNDING AGREEMENT.

# **TERMINATION**

1) The Agreement may be terminated by any Party without cause upon 180 days written notice, delivered to the other Parties.

# TERM

1) The term of the Contract will be from January 1, 2017 to December 31, 2019 subject to earlier termination as hereinbefore set out.

In witness whereof, the Parties have hereunto executed this Agreement, the day and year first above written.

Town of Pincher Creek

M.D. of Pincher Creek No.9

Per \_\_\_\_\_ Mayor Don Anderberg

Per \_\_\_\_\_

CAO Laurie Wilgosh

Per \_\_\_\_\_ Reeve Brian Hammond

CAO Wendy Kay

Village of Cowley

Per\_\_\_\_\_

Mayor Garry Hackler

Per \_\_\_\_\_

CAO Cindy Cornish

Per \_\_\_\_\_

Per \_\_\_\_\_

K.J. Cameron Service Industries

Per \_\_\_\_\_

# **Recommendation to Council**

PREPARED BY: Joyce	Mackenzie Grieve	DATE: December 4, 2019	Transmission of
<b>DEPARTMENT:</b> Financ	e		
		<b>ATTACHMENTS:</b>	
Department Supervisor	Date	<ol> <li>Public Auction – T</li> <li>Opinion of Value –</li> </ol>	
	APPROV	VALS:	
Man			
HA	Der 4,2019	try	04 Dec, 2010
			-
Department Director RECOMMENDATION:	Date	CAO	Date
RECOMMENDATION: That Council approve th And that, Council set We And that, Council establi		9:00am as the public auc ds for the properties curro	as presented; tion date ently being offered for
RECOMMENDATION: That Council approve th And that, Council set We And that, Council establi sale at the 2020 Public A	e Terms and Conditions for ednesday, March 4, 2020 at ish the following reserve bio uction. The bid amounts ar	9:00am as the public auc ds for the properties curro re the opinion of the M.D.'	as presented; tion date ently being offered for s assessor.
RECOMMENDATION: That Council approve th And that, Council set We And that, Council establi	e Terms and Conditions for ednesday, March 4, 2020 at ish the following reserve bio	9:00am as the public auc ds for the properties curro re the opinion of the M.D.' tion Reser \$100	as presented; tion date ently being offered fo s assessor. ve Bid

# **BACKGROUND:**

As required by the Municipal Government Act, a municipality must annually prepare a tax arrears list showing the parcels of land on which there are tax arrears for more than one year at March 31<sup>st</sup>. Any parcel of land that is shown on the 2018 tax arrears list which remains in arrears as of March 31, 2019 must be offered for sale at public auction. When there is a need for public auction, Council is required to set an auction date and a minimum sale price for the properties.

# **Recommendation to Council**

Currently, there are two properties remaining on the MD's 2018 tax arrears list. Taxservice has been in contact with both owners. The property owners have up until the property is declared sold to pay the tax arrears and avoid the auction.

Administration would like to schedule the auction date for Wednesday, March 4, 2020 at 9:00am in the Administration Building – Council Chambers, which will be advertised as per the MGA. It is recommended that Council set minimum bid prices. Our assessor has provided his opinion on the value of these properties. Also, the terms and conditions for the public auction must be accepted by council.

# **FINANCIAL IMPLICATIONS:**

- 1. A parcel of land offered for sale may be redeemed by payment of all arrears, penalties and costs by guaranteed funds at any time until the property is declared sold.
- 2. Each parcel of land offered for sale will be subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title.
- 3. The lands are being offered for sale on an "as is, where is" basis, and the municipality makes no representation and gives no warranty whatsoever as to the state of the parcel nor its suitability for any intended use by the successful bidder.
- 4. The auctioneer, councillors, the chief administrative officer and the designated officers and employees of the municipality must not bid or buy any parcel of land offered for sale, unless directed by the municipality to do so on behalf of the municipality.
- 5. The purchaser of the property will be responsible for property taxes for the current year.
- 6. The purchaser will be required to execute a sale agreement in form and substance provided by the municipality.
- 7. The successful purchaser must, at the time of sale, make payment in cash, certified cheque or bank draft payable to the municipality as follows:
  - a. The full purchase price if it is \$10,000 or less; OR
  - b. If the purchase price is greater than \$10,000, the purchaser must provide a nonrefundable deposit in the amount of \$10,000 and the balance of the purchase price must be paid within 20 days of the sale.
- 8. GST will be collected on all properties subject to GST.
- 9. The risk of the property lies with the purchaser immediately following the auction.
- 10. The purchaser is responsible for obtaining vacant possession.
- 11. The purchaser will be responsible for registration of the transfer including registration fees.
- 12. If no offer is received on a property or if the reserve bid is not met, the property cannot be sold at the public auction.
- 13. The municipality may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.
- 14. Once the property is declared sold at public auction, the previous owner has no further right to pay the tax arrears.

November 19, 2019

To: Joyce Mackenzie-Grieve, Tax Clerk

From: Doug Jensen, Property Assessor

Subject: Opinion of value for a vacant parcel of land subject to tax recovery.

Description: Plan 9813289 Blk. 2 Lot 4 in the NW 36, 7-1-5. #13 Walking Plow Estates. Containing 2.44 acres.

All current sales and listings were reviewed in the area.

In my opinion, the property has a current value of \$100,000

Please contact me if any further clarification is required.

Regards,

Doug Jensen

M.D. of Pincher Creek #9 Assessor

November 19, 2019

To: Joyce Mackenzie-Grieve, Tax Clerk

From: Doug Jensen, Property Assessor

Subject: Opinion of Value for residential improved parcel subject to tax recovery.

Description: Plan 9610744 Blk. 1 Lot 4 in the NW 21 7-2-5. #5 South view Estates. Containing 5.36 acres.

Property Characteristics: Full services, 1.5 Storey Residence started construction in 2014 and is incomplete (1558 square feet above ground living space) – estimate 60-70% complete. Small cabin 282 square feet built around 2004 and a small detached garage 192 square feet built around 2014.

All current sales and listings were reviewed in the area.

In my opinion the property has a value of \$450,000

Please contact me if any further clarification is required.

Regards,

**Doug Jensen** 

M.D. of Pincher Creek #9 Assessor

# **CHIEF ADMINISTRATIVE OFFICER'S REPORT**

November 26, 2019 – December 10, 2019

#### **DISCUSSION**:

Nov 26	Council and Committee
Nov 27	Staff Reviews
	Rural ICF with Willow Creek
Nov 28	ICF with the Town at the Annex
Nov 29	Rural ICF with Cardston Co.
	Rural ICF with Cowley
Dec 02	SMT (Senior Mgmt Team) Meeting
	EAC Meeting (Emergency Advisory Cmte) at MD Office
Dec 03	Meeting with Colliers at MD office
	Renewed Mutual Aid Agreement with Alberta Ag & Forestry for Air Tankers
	Planning Meeting
	Municipal Planning Commission
Dec 04	Public Works Monthly Staff and Safety Meeting - TC Energy guest speakers
	Admin Bldg facility Inspection with JHSC
	Castle Water Contract review with MPE and Construction Partners
	MPE 2019/20 review of scope of work and current project updates
	Staff Reviews
Dec 05	Council Package Day
	Meeting Alberta Govt - SW Mgr of Regional Economic Development
Dec 06	Police Cost review and Financial review with CFO
Dec 09	Alberta Parks Water System Tour
Dec 10	Committee and Council Meetings

# **Upcoming Meetings**

Dec 11	JHSC – Joint Health and Safety Meeting
Dec 12	Miistakis Workshop for MDP
Dec 13	Expressions of Interest for Land for BM W/WW closes Follow-up Meeting with Council and Banner Engineering to choose new location
	from submissions.
Dec 16	Vacation begins until New Year.

# **Points of Interest**

- Long Service Awards will be done at the MD PW Lunchroom Dec 6<sup>th</sup> at noon.
- Ongoing work with Director of Ops to move the land negotiations forward for the Beaver Mines Water and Waste Water Project.
- Beaver Mines Community Group Meeting Saturday Dec 07 at 1000 hrs.
- Lundbreck Citizens Group Potluck Sunday Dec 08 at 1700 hrs.

# **RECOMMENDATION:**

That Council receive for information, the Chief Administrative Officer's report for the period of November 26, 2019 to December 10, 2019

Prepared by:

Troy MacCulloch, CAO

Date: December 05, 2019

Respectfully presented to: Council

Date: December 10, 2019

# Recommendation from Pincher Creek Regional Emergency Advisory Committee

# **TITLE: Regional Emergency Management Plan**

Andread	

PREPARED BY:	Brett Wuth, RDEM, on
	behalf of the EAC

DATE: 2019-12-04

# **ATTACHMENTS:**

- 2019-11-17 draft Regional Emergency Management Plan (distributed separately)
- Amendments adopted at 2019-12-02 EAC meeting
- 2019 MEP Update Major Gaps

# **RECOMMENDATION:**

that Councils adopt the 2019-11-17 draft Regional Emergency Management Plan with the presented amendments.

# **BACKGROUND:**

The Local Authorities Emergency Management Regulations requires that revisions to the Regional Emergency Management Plan (also known as the Municipal Emergency Plan) be in place by January 1, 2020.

The Emergency Management Bylaws (section 42) state that the plan shall be approved by Councils upon the recommendation of the Emergency Advisory Committee.

Presented is the draft 2019 update of the Regional Emergency Management Plan. This version is the public formation, suitable for being in the public record. It does not contain confidential phone numbers and resource lists. The confidential formation will be available once the contacts and resource lists have been updated.

# What's changed?

34 major gaps have been addressed. See attached.

- 10 new sections required by regulations
- Merged the best of the 2018 and 2014 versions
- 24 plans and aids reintroduced
- Incorporated MD's Livestock Emergency Plan
- Merged Town's redeveloped Evacuation Plan
- From 290 pages to 637 pages

# **Remaining Steps for Approval:**

- *completed:* The Emergency Advisory Committee has reviewed the draft plan and at its December 2 meeting recommended that Councils adopt the plan with the attached amendments.
- Approval by each Council by December 31.

# **Recommendation from Pincher Creek Regional Emergency Advisory Committee**

# **Remaining Steps for Publication:**

- 1. Formatting corrections
- 2. Reorder sections to break into two binders (one for just operational use).
- 3. Update contacts and resource lists (by January 15).

# FINANCIAL IMPLICATIONS:

The plan fits within and relies on the 2020 Emergency Management budget previously accepted by the Emergency Advisory Committee and recommended to Councils.

# Pincher Creek Regional Emergency Management Organization Emergency Management Agency

# 2019 MEP Update Major Gaps

- 1. LAEMR 4(m)/2014 MEP: emergency social services plan
- 2. LAEMR 4(c): plan for preparedness
- 3. LAEMR 4(c)/2014 MEP: plan for recovery activities
- 4. LAEMR 4(j): training plan
- 5. LAEMR 4(e): planned exercises
- 6. LAEMR 4(k): the mechanisms to maintain contact list
- 7. LAEMR 4(a): administration of the emergency management program
- 8. LAEMR 4(f): plan for updating the MEP
- 9. LAEMR 4(g): plan for updating the MEP after an exercise or activation
- 10. LAEMR 4(l): plan for public communications during exercises [...]
- 11. Contact Information Update
- 12. confusion regarding Local EMA and PCREMO EMA
- 13. 2014 MEP: DEM vs ECC Director Roles
- 14. 2014 MEP: Flood Plan
- 15. 2014 MEP: Forest / Wildfire Response Plan
- 16. 2014 MEP: Reception Centre Plan
- 17. 2014 MEP: Evacuation Plan
- 18. Livestock Management Plan
- 19. 2014 MEP: how to establish the ECC
- 20. 2014 MEP: Incident Commander Role
- 21. 2014 MEP: CAO Role
- 22. 2014 MEP: Environmental Health Role
- 23. 2014 MEP: Schools Role
- 24. 2014 MEP: Utility Failure Plan
- 25. 2014 MEP: Emergency Services Support Plan
- 26. 2014 MEP: Health Care Centre Support Plan
- 27. 2014 MEP: Long Term Care Centre Support Plan
- 28. 2014 MEP: Senior's Home Support Plan
- 29. 2014 MEP: School Support Plan
- 30. 2014 MEP: Environmental Health Support Plan
- 31. 2014 MEP: Morgue Plan
- 32. 2014 MEP: Pandemic Influenza Plan
- 33. 2014 MEP: Mutual Aid Agreements
- 34. 2014 MEP: Dyking Handbook
- 35. 2014 MEP: Victim Assistance Centre Guidelines

#### Pincher Creek Regional Emergency Management Organization Emergency Advisory Committee

#### 2019 MEP Update Amendments 2019-12-02

At its December 2, 2019 meeting, the Emergency Advisory Committee finalized its recommendation to Councils for the adoption of the 2019-11-17 draft of the Regional Emergency Management Plan (Municipal Emergency Plan) with the following amendments.

- 1. In section 2.2.2 "Warning the Public", the decision to warn the public shall be made by the ECC Director.
- 2. In section 2.3.3 "ECC Location", the MD Council Chambers be the alternate ECC location and striking section 2.3.4.5 "ECC Floor Plan Fire Hall".
- 3. In section 2.3.4.3 "Desired Equipment and Supplies Checklist" change "VCR" to "video recording and playback".
- 4. In section 2.19.5.2 "RCMP Detachments Boundary Map", reinsert missing map.
- 5. In section 3.15.1 "Temporary Morgue", setting a requirement that a building used as a temporary morgue have a cement floor.

The committee noted that in parallel to the adoption of the plan, housekeeping updates are being made (under section 43 of the emergency management bylaw) to produce a version for publication by January 15, 2020. These include moving sections to separate out a binder for operational use, various formatting corrections, and updates of contacts and resources. A number of specific contact/resource updates were highlighted, including

- 2.15.5.3 Transportation Resources: RCMP boat
- 3.2.1.2 Reception Centre Personnel: change in personnel
- 3.2.1.3 Reception Centres: add Vertical Church
- 3.2.1.5.1 Emergency Food Services: add new restaurants
- 3.2.1.5.2 Emergency Shelter Service: additional hotels/motels/hostel, sources of port-a-potties
- 3.2.1.5.6 Personal Services: additional churches
- 3.5.3 Temporary Cold Weather Shelters: change in personnel, organizations
- 3.12.6 Alert/Warning: change of residents
- 3.15.2 Identification Area: change of personnel
- 3.16.5.3 Step 3: add contacts/engagement with Chamber of Commerce







# Moving Forward Building Opportunities for Our Future

# Cardston County and the Municipal District of Pincher Creek No. 9

INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT





# FORWARD

Cardston County and the Municipal District of Pincher Creek No.9 share a common history. Both have distinct and similar municipal characteristics, and both are rural municipalities based upon building and maintaining core services including roads, bridges and airports which are designed to service an agricultural and resource-based economy. Together these same individual characteristics link them into a healthy and viable regional municipality.

Most people understand increasing the level of collaboration as an ability to provide more efficient and better service levels to municipal ratepayers in the region. However, while some services can possibly be provided solely in a single municipality the increased opportunity in working together is also recognized in increased economies of scale, sustainability of some services, quality of services and efficiency in delivery. In other words, dovetailing the individual characteristics of the municipalities creates expanded resources and advances quality of life opportunities to the people in the region. The image of "two municipalities – one purpose" describes the philosophy of the two Councils.

The two municipalities are committed to identify current and future issues where joint benefits may be realized through more formalized and rigorous processes and cooperation. Examples are evident in servicing areas such as planning, economic development and creating a complete region that is attractive for people to live, work and play.

As the Provincial Government seeks to encourage regional thinking, Cardston County and the Municipal District of Pincher Creek are well placed to lead pro-actively through the creation of this Intermunicipal Collaboration Framework Agreement.



Cardston County and the Municipal District of Pincher Creek share a common history and foundation based upon the agriculture and the oil and gas industry







# Goals of the Intermunicipal Collaboration Framework Agreement

#### The Intermunicipal Collaboration Framework has four main purposes:

- I. To meet the requirements of provincial legislation.
- 2. To promote the principles of collaboration between neighboring municipalities with a common border.
- 3. To ensure municipalities consult and communicate on intermunicipal matters.
- 4. To clearly lay out a process that the partners to this agreement can review service levels and decide if the service would benefit from being regionally operated & funded.

and also to consider appropriate fair funding mechanisms and deal with differences which may occur from time to time.

# The ICF Agreement between Cardston County and the Municipal District of Pincher Creek will:

Recognize and share the vision and priorities of the two municipalities toward providing effective and efficient service levels to their ratepayers: Where feasible and practical – each municipality will work together to assess how commonly utilized services will be provided and funded for the benefit of ratepayers.

Strengthen the region while maintaining local autonomy: Each Council maintains the right to make individual decisions for their ratepayers, but each agree that they will always consider the bigger regional municipality in the decision-making process.

Promote networks and linkages: Developing positive joint approaches where practical to create efficiencies by sharing opportunities, connections, goals, knowledge and experience to promote the greater good between both municipalities.

Embrace differences in respective municipalities: The distinct characteristics of the individual municipalities is advantageous in providing choice and diversity.

Cooperation not Competition: Although each municipality is responsible to its citizens there is recognition that the citizens and businesses of the region share similar needs and interests and as such each Council will emphasize cooperation and therefore not direct competition with respect to setting municipal policy.

Foster an environment of openness and trust: Cooperation and collaboration requires communication that in turn encourages understanding and better results in reaching common goals.

# **Commitment to Consultation and Cooperation – Consultation Protocol:**

The fundamental basis of this agreement is communication and consultation and as such the two municipalities agree to consult on projects which have a regional impact. By recognizing the requirement to consult, each municipality will include the other in their project circulations and both agree to meet and work through matters as they arise. Where notification has been provided that a meeting is required it shall be first handled by the respective CAO's or their designate and if that does not resolve the concerns at hand it shall be dealt with by a committee from each council recognizing time may be of essence. The purpose of this consultation protocol is to ensure that the municipalities leverage opportunities and develop common solutions to any challenges that affect the region.

It is understood that this agreement will encourage communication at all levels of the organization to ensure opportunities are recognized, information is passed through the respective organization and decision makers are informed not just about their own municipality but about regional issues and concerns. Cooperation, collaboration and commitment to consult are not meant to constrain or restrict the authority or the ability of individual Councils or to homogenize the unique culture and identity of each municipality. It is likely that there will be instances of differences in values, goals, beliefs, perspectives and decisions which are not common to both communities. In these instances, where differences remain, the commitment to communicate will enable the communities to develop proactive and positive solutions to issues that may arise.

# Roles in Managing the Intermunicipal Collaboration Framework Agreement:

#### The Role of both Councils:

Each Council retains the ability and responsibility to make decisions on behalf of their residents. As the public is at the center of any governance initiative their voice needs to be taken into account to insure the impacts of services and actions taken in the region have the desired results and support the sustainability of the region. By signing onto the agreement each Council affirms the commitment to increased cooperation at both the council and administration levels.

This agreement signals a shift towards maximizing regional benefit through collaborative decision making. Each Council member will demonstrate leadership to act strategically as they formulate plans for each of their organizations which will bring value to the citizens of both communities.

#### The Role of the CAOs and Administration:

The CAOs have been identified as the principals responsible for maintaining the agreement, its delivery and dealing with intermunicipal issues that surface from time to time during the term of this agreement. Administration brings continuity to the relationship between the municipalities and they each have the ability to initiate communication on an as needed basis to ensure that each municipality adheres to the principles of the agreement. The CAO's will foster increased communication and will act as conduits for facilitating the sharing of information, identifying opportunities and prioritizing municipal actions for the consideration of each Council. Disputes or disagreements between CAOs will be dealt with by a dispute resolution committee set up with members from each council.

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Staff at all levels will be responsible to ensure the principles of the agreement are carried out operationally. This means that staff will work cooperatively with their municipal counterparts to address issues that arise within the scope of their authority and mandate. Staff will also bring to the attention of their respective CAO any issues that arise which require their attention with respect to meeting the commitment and intent of this agreement. Disputes among staff or municipal contractors between the municipalities will be dealt with by the CAOs.

# The Framework Protocols

#### Development of an Intermunicipal Communication Protocol

Understanding that the success of this agreement is based upon respectful dialogue that both municipalities must be committed to ensuring the provision of information is handled in a transparent and honest manner. To foster the longevity and durability of this agreement both municipalities should jointly develop and abide by the principles of a communication protocol which should include the following principles:

- I. The protocol should recognize that cooperative communication is the key to a successful relationship. At all times and through all levels of each organization the following principles should apply:
  - a. Seek to understand
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The municipalities recognized that the development of this agreement is the start – not the end of the process. Recognizing that not all issues may be agreed upon the municipalities recognize the need to establish a conflict resolution process based upon the following principles:

- I. At the earliest opportunity and at the point closest to where the problems initiated the Chief Administrative Officers and Chief Elected Officer will seek to address matters of conflict.
- 2. All matters of conflict should be sought to be resolved swiftly, inexpensively and in an uncomplicated way.
- 3. All matters of conflict should be resolved using a clear procedural pathway.
- 4. Maintain at all times, the essence of collaboration on the majority of issues even though conflict may exist on some issues.

### Process

If a municipality believes an obligation under the agreement has been breached the matter should be immediately brought to the attention of their CAO. The CAO will investigate and if it appears as if a 'breach' of the agreement has occurred the matter will be immediately brought to the attention of the other municipalities CAO. Once that has occurred an effort to resolve the matter through informal problem-solving discussions is to be initiated.

If differences occur outside of an outright 'breach' of an agreement, which may include divergent expectations in the delivery of a joint service, variance on how the committee wishes to proceed on an issue or any circumstance which may impact or disrupt service delivery or relationships, an informal discussion between CAO's will be conducted.

If this does not resolve the issue an Intermunicipal Dispute Committee shall be appointed by both councils who will decide on and negotiate an effective solution.

If the subcommittee negotiation process is unsuccessful a mediated process is initiated using the services of a jointly agreed upon mediator with costs shared equally between municipalities. The mediator will be solely responsible for the governance of the mediation process.

If the process cannot be resolved through mediation the municipalities will select an arbitrator, sharing all costs in doing so, and will have the matter resolved through the process defined by Section 708.35 of the Municipal Government Act. The arbitrator is governed by the principles of natural justice and fairness.

# Inventory of Municipality Services

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Type Of Service	MD of PC	Cardston	Inter Mun.	3rd Party
Transportation				
Road Grading & Gravelling	PC	С		
Road Calcium	PC	С		
Gravel Crushing	PC	С		
Road Construction	PC	С		
Culvert Installation	PC	С		
Bridge Maintenance	PC			В
Drainage Maintenance	PC	С		PC
Snow Plowing	PC	С		
Shop - Vehicle. Maint	PC	С		
Surveying		С		В
Sign Installation & Maint	PC	С		
Paved Road Repairs	PC			В
Rural Addressing Signs	PC	С		
Airport Operation	PC			
Recreation				
Skating Rinks			В	
Curling Rinks			В	
Shooting Ranges/Gun Club	PC			
Riding Arenas	PC			
Outdoor Rodeo Grounds			С	PC
Baseball Diamonds			В	
Golf Courses			PC	
Indoor Athletic Fields				
Swimming Pools			В	
Outdoor Soccer Fields			В	
Tennis Courts			PC	
Senior Centres			В	
Motocross Track				
Bowling Alleys			PC	
Water Park			В	
Skateboard Park			PC	
Gyms & Workout Centres			PC	
Other Services				
FCSS			С	PC
ORRSC - Planning				В
Planning & Development	PC	С	1	
Economic Development		С	В	
Regional Waste Services		Ī	В	
General Administration	PC	С		
Adult Learning Assoc		Ì	PC	
Southgrow Eco. Dev.		1		В
Alberta Southwest Alliance		1		В
Libraries			В	
Cardston		С		
MD of Pincher Creek		PC		
Both		В		

Cardston County = C

MD of Pincher Creek = PC

Both = B

# Inventory of Municipality Services cont...

	Type Of Service	MD of PC	Cardston	Inter Mun.	3rd Party
	Water				
	Water Treatment	PC	С	В	
	Water Distribution	PC	С		
	Service Installs	PC	С		
	Meter Reading	PC	С		
	Utility Billing	PC	С		
	Truck Fill Station	PC	С		
	Waste Water				
	Certified Operators	PC	С		
	WW Collection System	PC			
	Lagoons	PC			
	Irrigation of Effluent	PC			
	Installation of Utilities				PC
	Recycling & Waste Management				
	Landfill			В	
	Collection			В	
	Recycling			В	
	Ag Services & Parks			_	
	Tree Planting				PC
	Tree Spraying				PC
	Tree Pruning				PC
Cardston	Mowing	PC	С		10
County = C	Weed Identification	PC	C		
County - C	Weed Act Enforcement	PC	C		
	Weed Spraying	PC	C		
MD of Pincher	Raw Water Irrigation	10			
Creek = PC	Cemetery Maintenance		С	В	
	Pest Control		C	5	РС
Both = B	Park Maintenance	PC	C		10
DULII - D	Sprinkler Installation	10	<u> </u>		РС
	Equip. Maintenance	PC	С		10
	Equipment Rentals	PC	C C		
	Building Maintenance	PC	C C		
	Park Operations	PC	C C		
	Campground Operation	r C			В
	Municipality Halls	Рс			D
	Museums	rt		PC	
	Visitor Centre			ru	
	Playgrounds	PC	С		В
		r.	C		
	Emergency Services EMS Coordination				
			<u> </u>	B	
	Fire Department			B	
	Peace Officer		<u>^</u>	В	
	Safety Code Officer	PC	С		
	Safety Code Inspections				В
	Disaster Management			B	
	Mutual Aid Agreements			В	

Service marked Internmunicipal Agreement only indicates that the service is provided through such an agreement. The agreement is not necessarily between the MD of Pincher Creek and Cardston County.

Service marked 3rd Party indicates the service is provided by an outside agency or organization and is normally a paid professional service.

### **ICF Agreement – Statutory Provisions**

Amendments to the Municipal Government have amended the purpose of municipalities. The new act requires municipalities to work collaboratively with neighboring municipalities to plan, deliver and fund intermunicipal services. The act requires municipalities with common borders to develop an Intermunicipal Collaborative Framework Agreement. This agreement must address services related to transportation, water, wastewater, solid waste, emergency services and recreation. The discussion on the aforementioned topics is prescribed by the act, however the outcomes are not.

#### **Emergency Services**

Cardston County and the Municipal District of Pincher Creek have jointly entered into a Mutual Aid Agreement specific to providing mutual fire protection services. Opportunities exist for further development of Disaster Management interoperability for the purpose of providing assistance during disaster events within both communities.

List of other joint services including fire agreements, disaster management agreements etc. • Southern Alberta Emergency Management Resource Sharing Agreement

#### Solid Waste

No agreements exist or are currently required between Cardston County and the Municipal District of Pincher Creek in the area of solid waste.

#### Transportation

No agreements exist or are currently required between Cardston County and the Municipal District of Pincher Creek in the area of transportation.

#### Recreation

No agreements exist or are currently required between Cardston County and the Municipal District of Pincher Creek in the area of recreation.

#### Water

No agreements exist or are currently required between Cardston County and the Municipal District of Pincher Creek in the area of water services.

#### Waste Water

No agreements exist or are currently required between Cardston Countyand the Municipal District of Pincher Creek in the area of waste water.

#### Other

The Municipalities jointly are provided planning services from the Oldman River Regional Services Commission.

The Municipalities agree to collaboratively share responsibilities regarding invasive weeds as per the Weed Control Act and Regulations. Once weeds are identified and inventoried within the recognized IDP Boundary of our Municipalities, and a plan of action determined, this information will be shared from one Agricultural Services Board to the other.

The Municipalities agree to collaboratively share responsibilities regarding agricultural pests as per the Agricultural Pests Act. Through their respective Agricultural Service Boards, both municipalities will identify and agree upon a management strategy in the event an agricultural pest infestation is identified within the recognized IDP boundaries of our Municipalities.

The Municipalities agree to collaboratively share responsibilities regarding assisting the control of animal disease as per the *Animal Health Act*. In the event that a disease outbreak occurs, both municipalities will respond and support the event through the provision of manpower, equipment and other resources. Via their respective Agricultural Service Boards, both municipalities will work collaboratively with the Canadian Food Inspection Agency to support the management of any reportable disease should an outbreak occur.

#### Intermunicipal Development Plan

As a requirement under Sections 631 and 692 of the *Municipal Government Act*, RSA 2000, an Intermunicipal Development Plan was adopted by separate bylaws between Cardston County and the Municipal District of Pincher Creek No. 9. Cardston County and the Municipal District of Pincher Creek Intermunicipal Development Plan is a statutory planning document that fosters ongoing collaboration and cooperation between both municipalities regarding planning matters and clarifies land use expectations within the Plan area.

Cardston County adopted Bylaw No. 726.2019 on October 15, 2019.

Municipal District of Pincher Creek adopted Bylaw No. 1308-19 on November 12, 2019.

# **Attachments to this Agreement**

Attached to this agreement is the current Cardston County and the Municipal District of Pincher Creek Intermunicipal Development Plan as well as the agreements aforementioned within this document.

# **Commitment to Collaboration**

Cardston County and the Municipal District of Pincher Creek acknowledge and affirm that they will seek to fulfill both the intent and the spirit of this agreement by seeking opportunities to collaborate where practical as well as to honour all applicable legislation with respect Intermunicipal collaboration within the Province of Alberta.

**IN WITNESS WHEREOF** the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of

	the	day of	, 20 . (Co. of Cardston)	
	the	day of	, 20 . (MD of PC)	
	FOR CARDST	ON COUNTY	FOR MUNICIPAL DISTRICT OF PINCHER CREEK N	0.9
PER:	REEV	E	PER: REEVE	
PER:	CAC	)	PER: CAO	







# Moving Forward Building Opportunities for Our Future

# Municipal District of Pincher Creek No. 9 and the Municipal District of Willow Creek No. 26

INTERMUNICIPAL COLLABORATION FRAMEWORK AGREEMENT





# FORWARD

Municipal District of Pincher Creek No.9 and the Municipal District of Willow Creek No. 26 share a common history. Both have distinct and similar municipal characteristics, and both are rural municipalities based upon building and maintaining core services including roads, bridges and airports which are designed to service an agricultural and resource-based economy. Together these same individual characteristics link them into a healthy and viable regional municipality.

Most people understand increasing the level of collaboration as an ability to provide more efficient and better service levels to municipal ratepayers in the region. However, while some services can possibly be provided solely in a single municipality the increased opportunity in working together is also recognized in increased economies of scale, sustainability of some services, quality of services and efficiency in delivery. In other words, dovetailing the individual characteristics of the municipalities creates expanded resources and advances quality of life opportunities to the people in the region. The image of "two municipalities – one purpose" describes the philosophy of the two Councils.

The two municipalities are committed to identify current and future issues where joint benefits may be realized through more formalized and rigorous processes and cooperation. Examples are evident in servicing areas such as planning, economic development and creating a complete region that is attractive for people to live, work and play.

As the Provincial Government seeks to encourage regional thinking, the Municipal District of Willow Creek and Municipal District of Pincher Creek are well placed to lead pro-actively through the creation of this Intermunicipal Collaboration Framework Agreement.



The Municipal District of Willow Creek and the Municipal District of Pincher Creek share a common history and foundation based upon the agriculture and the oil and gas industry







# Goals of the Intermunicipal Collaboration Framework Agreement

#### The Intermunicipal Collaboration Framework has four main purposes:

- I. To meet the requirements of provincial legislation.
- 2. To promote the principles of collaboration between neighboring municipalities with a common border.
- 3. To ensure municipalities consult and communicate on intermunicipal matters.
- 4. To clearly lay out a process that the partners to this agreement can review service levels and decide if the service would benefit from being regionally operated & funded.

and also to consider appropriate fair funding mechanisms and deal with differences which may occur from time to time.

# The ICF Agreement between the Municipal District of Pincher Creek and the Municipal District of Willow Creek will:

Recognize and share the vision and priorities of the two municipalities toward providing effective and efficient service levels to their ratepayers: Where feasible and practical – each municipality will work together to assess how commonly utilized services will be provided and funded for the benefit of ratepayers.

Strengthening the region while maintaining local autonomy: Each Council maintains the right to make individual decisions for their ratepayers, but each agree that they will always consider the bigger regional municipality in the decision-making process.

Promote networks and linkages: Developing positive joint approaches where practical to create efficiencies by sharing opportunities, connections, goals, knowledge and experience to promote the greater good between both municipalities.

Embrace differences in respective municipalities: The distinct characteristics of the individual municipalities is advantageous in providing choice and diversity.

Cooperation not Competition: Although each municipality is responsible to its citizens there is recognition that the citizens and businesses of the region share similar needs and interests and as such each Council will emphasize cooperation and therefore not direct competition with respect to setting municipal policy.

Foster an environment of openness and trust: Cooperation and collaboration requires communication that in turn encourages understanding and better results in reaching common goals.

# **Commitment to Consultation and Cooperation – Consultation Protocol:**

The fundamental basis of this agreement is communication and consultation and as such the two municipalities agree to consult on projects which have a regional impact. By recognizing the requirement to consult, each municipality will include the other in their project circulations and both agree to meet and work through matters as they arise. Where notification has been provided that a meeting is required it shall be first handled by the respective CAO's or their designate and if that does not resolve the concerns at hand it shall be dealt with by a committee from each council recognizing time may be of essence. The purpose of this consultation protocol is to ensure that the municipalities leverage opportunities and develop common solutions to any challenges that affect the region.

It is understood that this agreement will encourage communication at all levels of the organization to ensure opportunities are recognized, information is passed through the respective organization and decision makers are informed not just about their own municipality but about regional issues and concerns. Cooperation, collaboration and commitment to consult are not meant to constrain or restrict the authority or the ability of individual Councils or to homogenize the unique culture and identity of each municipality. It is likely that there will be instances of differences in values, goals, beliefs, perspectives and decisions which are not common to both communities. In these instances, where differences remain, the commitment to communicate will enable the communities to develop proactive and positive solutions to issues that may arise.

# Roles in Managing the Intermunicipal Collaboration Framework Agreement:

#### The Role of both Councils:

Each Council retains the ability and responsibility to make decisions on behalf of their residents. As the public is at the center of any governance initiative their voice needs to be taken into account to insure the impacts of services and actions taken in the region have the desired results and support the sustainability of the region. By signing onto the agreement each Council affirms the commitment to increased cooperation at both the council and administration levels.

This agreement signals a shift towards maximizing regional benefit through collaborative decision making. Each Council member will demonstrate leadership to act strategically as they formulate plans for each of their organizations which will bring value to the citizens of both communities.

#### The Role of the CAOs and Administration:

The CAOs have been identified as the principals responsible for maintaining the agreement, its delivery and dealing with intermunicipal issues that surface from time to time during the term of this agreement. Administration brings continuity to the relationship between the municipalities and they each have the ability to initiate communication on an as needed basis to ensure that each municipality adheres to the principles of the agreement. The CAO's will foster increased communication and will act as conduits for facilitating the sharing of information, identifying opportunities and prioritizing municipal actions for the consideration of each Council. Disputes or disagreements between CAOs will be dealt with by a dispute resolution committee set up with members from each council.

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Gravel Crushing	PC			В
Road Construction	PC			В
Culvert Installation	PC	WC		PC
Bridge Maintenance	PC	WC		PC
Drainage Maintenance	PC	WC		PC
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Surveying				В
Sign Installation & Maint	PC	WC		
Paved Road Repairs	PC	WC		PC
Rural Addressing Signs	PC	WC		
Airport Operation	PC		1	WC
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Curling Rinks			В	
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ORRSC - Planning				В
Planning & Development	PC	WC		WC
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Regional Waste Services			В	
General Administration	PC	WC		
Adult Learning Assoc			PC	
Southgrow Eco. Dev.				В
Alberta Southwest Alliance				В
Libraries				В

MD of Willow Creek = WC

MD of Pincher Creek = PC

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WW Collection System	РС			WC
Lagoons	РС			WC
Irrigation of Effluent	РС			WC
Installation of Utilities				В
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Collection		1	B	
Recycling		WC	PC	
Ag Services & Parks				
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Tree Spraying				B
Tree Pruning				B
Mowing	PC	WC		
Weed Identification	PC	WC		
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Raw Water Irrigation				
Cemetery Maintenance		WC	РС	
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Park Maintenance	PC	WC		PC
Sprinkler Installation				PC
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Equipment Rentals	PC	WC		PC
Building Maintenance	PC			WC
Park Operations	PC	WC		PC
Campground Operation		WC	WC	PC
Municipality Halls	PC	WC	WC	
Museums			PC	
Visitor Centre	1	1		
Playgrounds	PC	WC	В	В
Emergency Services			5	5
EMS Coordination			PC	
Fire Department		1	PC	
Peace Officer		WC	PC	
Safety Code Officer	PC	WC		
Safety Code Inspections	rt.	WC		В
Disaster Management		VVC	В	D
Mutual Aid Agreements		+	B	

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## **ICF Agreement – Statutory Provisions**

Amendments to the Municipal Government have amended the purpose of municipalities. The new act requires municipalities to work collaboratively with neighboring municipalities to plan, deliver and fund intermunicipal services. The act requires municipalities with common borders to develop an Intermunicipal Collaborative Framework Agreement. This agreement must address services related to transportation, water, wastewater, solid waste, emergency services and recreation. The discussion on the aforementioned topics is prescribed by the act, however the outcomes are not.

#### **Emergency Services**

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List of other joint services including fire agreements, disaster management agreements etc. • Southern Alberta Emergency Management Resource Sharing Agreement

#### Solid Waste

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#### Transportation

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#### Intermunicipal Development Plan

As a requirement under Sections 631 and 692 of the *Municipal Government Act*, RSA 2000, an Intermunicipal Development Plan was adopted by separate bylaws between The Municipal District of Willow Creek No. 26 and the Municipal District of Pincher Creek No. 9. The Municipal District of Willow Creek and the Municipal District of Willow Creek Intermunicipal Development Plan is a statutory planning document that fosters ongoing collaboration and cooperation between both municipalities regarding planning matters and clarifies land use expectations within the Plan area.

The Municipal District of Willow Creek adopted Bylaw No. 1842 on October 16, 2019.

Municipal District of Pincher Creek adopted Bylaw No. 1310-19 on October 8, 2019.

### **Attachments to this Agreement**

Attached to this agreement is the current Municipal District of Willow Creek and the Municipal District of Pincher Creek Intermunicipal Development Plan as well as the agreements aforementioned within this document.

## **Commitment to Collaboration**

The Municipal District of Willow Creek and Municipal District of Pincher Creek acknowledge and affirm that they will seek to fulfill both the intent and the spirit of this agreement by seeking opportunities to collaborate where practical as well as to honour all applicable legislation with respect Intermunicipal collaboration within the Province of Alberta.

**IN WITNESS WHEREOF** the parties have hereunto set their hands and affixed their corporate seals as witnessed by the hand or hands of its proper signing officers duly authorized in that behalf as of

	the	day of	, 20 . (MD of PC)	
	the	day of	,20 . (MD of WC)	
FOR MUNICIPAL DISTRICT OF PINCHER CREEK No.9			FOR THE MUNICIPAL DISTRICT of WILLOW CREEK No	. 26
PER:	REE	νe	PER:REEVE	-
PER:	CA	0	PER:CAO	-

For dec 10 - correspondence - action

-----Original Message-----From: Bev Everts <CouncilDiv3@mdpinchercreek.ab.ca> Sent: December 3, 2019 2:29 PM To: Gordon Petersen <gordon@diomedea.com> Cc: Troy MacCulloch <CAO@mdpinchercreek.ab.ca>; Brian Hammond <CouncilDiv4@mdpinchercreek.ab.ca>; keverts@telusplanet.net Subject: RE: Castle Parks

Hi Gord

Yes, I am aware of some of the issues you mention in your email. On a personal note, I would totally agree that a reintroduction of OHV use into the Castle would be a huge step backwards. I have spoken on a personal basis with both MLA Roger Reid and MP John Barlow to this issue.

I do know that the Pincher Creek Stock Association (I think that is who you are referring to?) was able to receive very limited permitting for OHV use/access to address their grazing management practises and that worked well. For any further comment, I defer to Keith, who is the current President of the association (email cc).

John Lawson is the past Chair of our Agriculture Service Board and he recently brought to my attention that consideration is being given to a proposal to have the Castle Provincial Parks and Wildlands Management Plan align with Livingstone-Porcupine Hills Recreation Management Advisory Group. Our Reeve, Brian Hammond is our appointed rep to this group and I am the alternate. I have cced both Brian and our CAO Troy McCulloch so this issue might be added to our December 10/19 Council agenda for further discussion. Hope this is helpful.

Regards, Bev

Gordon Petersen <gordon@diomedea.com> Sent: December 2, 2019 11:54 AM To: Bev Everts <CouncilDiv3@mdpinchercreek.ab.ca> Subject: Castle Parks

Bev,

Good morning.

The OHV folks are unhappy that OHVs are to be phased out of the Castle Parks. They've lobbied the new Minister, Jason Nixon, who is philosophically aligned with the OHV lobby, and we're well on our way to having OHVs back in the Castle.

Besides being detrimental to the Castle, having OHVs in the Castle Parks would compromise the entire Alberta Parks system.

You may be familiar with all this but, if not, I wanted to give you a heads up, and to get your thoughts. I'm also wondering what you think the reaction of the Castle grazing association might be?

Thanks!

Gord



# **Foothills Little Bow Municipal Association**

c/o County of Newell Box 130 Brooks, AB T1R 1B2

November 26, 2019

#### Re: Regular Fall Meeting of the Foothills Little Bow Municipal Association

Date of Meeting:	Friday, January 17, 2020
Time:	Registration – 9:30 a.m. Roll Call – 10:00 a.m.
Where:	1717 Mayor Magrath Drive - Country Kitchen Catering
	(lower level of The Keg restaurant), Lethbridge Alberta

Please consider this letter as a Notice of the January meeting of the Foothills Little Bow Municipal Association.

Deadline for submission of resolutions is January 3, 2020.

According to the bylaws, nominations will be called prior to the start of the meeting for the Chair and Vice Chair of the Association and the same positions for the Resolutions Committee.

The January meeting of the Foothills Little Bow Municipal Association will include updates from local Members of the Legislative Assembly, the Rural Municipalities of Alberta (RMA), and Alberta Transportation.

Municipalities are encouraged to bring forward issues on any topic which are currently an issue of concern to your community and in doing so may educate and inform the association membership. Please contact me by December 31, 2019, if you wish to make a presentation and the amount of time required.

If presentations are not brought forward the Municipal Association will select local presenters or experts from the Rural Municipal Association.

Thank you in advance for your anticipated contributions.

Yours truly,

BU

Brian de Jong Chair

H<sub>1</sub>c



RECEIVED DEC - 2 2019 M.D. OF PINCHER CREEK

M.D of Pincher Creek No 9 P.O. Box 279 Pincher Creek, AB TOK 1W0,

Re: M.D. of Pincher Creek No 9 Assessment and Tax Notices Roll # 7520.000 Loyal Energy (Canada) Operating Ltd

Dear Sirs:

On October 24, 2019, Loyal Energy (Canada) Operating Ltd.) ("Loyal Energy") received, pursuant to Alberta Municipal Affairs Notice of Assessment dated September 28, 2019, the M.D. of Pincher Creek 2019 Assessment and Tax Notice for property taxes on the above noted roll number.

Loyal Energy requires minimum of 60 days from date of receipt of invoices, to process payment and request that all interest and penalties, if any, be waived for the period from the tax due date of December 20, 2019 to December 31, 2019.

Loyal Energy (Canada) Operating Ltd was incorporated under the laws of Alberta on April 9, 2018 and began oil and gas operations in Alberta in February 2019. In the continued low commodity price environment Loyal Energy has made a concerted effort to control and reduce all costs including G&A and operating expenses. As we start our operations, we find the amount of taxes payable to municipalities punitive to the profitability of the Loyal Energy's operations and request a reduction in property taxes for, at the least, the initial year. We understand that the date for appeals for has passed. We request any suggestions you may have on how to proceed to get a reduction in the amount of taxes payable.

Please consider our request for a reduction in the 2019 property taxes. We look forward to working with you in the future for betterment of your community.

Yours sincerely Loyal Energy (Canada) Operating Ltd.

Brad Johnson, PP of Operations

Loyal Energy (Canada) Operating Ltd. P.O. Box 20128 Calgary Place S.W. Calgary, AB Canada T2P 4J2 Fax: +1 403 206 7364 Email: info@loyalpetroleum.com



# 2019 COMBINED ASSESSMENT AND TAX NOTICE

Municipal District of Pincher Creek No. 9 P.O Box 279 Pincher Creek, Alberta T0K 1W0 (403) 627-3130

Date Mailed: OCTOBER 21. 2019

	www	v.mdpincher			t Due Date	Appeal Deadline
			Tax Roll #	Chief Adr Offic	ministrative A	ssessment Date
oyal Energy (Canada) Operat	in		7520.000	Troy Mac	Culloch	
2000 350 7 Avenue SW Calgary, AB T2P 3N9				Сор	ies Sent To:	
Legal Description		Lot Block Plan	n Civic Ad	dress		Square Feet
W4	-Lii	near -Pipelines	3			
an a		ASSESSME	ENT INFORMATION			an a
Assessment Description	La	and	Improvements	Ot	her T	otal Assessment
Linear - Pipelines & Wells			\$3,550,480.00			\$3,550,480.00
Totals:			\$3,550,480.00			\$3,550,480.00
		TAXIN	FORMATION			· · · · · · · · · · · · · · · · · · ·
School Taxes and Levy Details	Tax Rate	Total	Municipal Tax Deta	ails	Tax Rate	Total
ASFF Coll Allowance - Non Res DIP Requisition Emergency Services - Lin. PC Foundation - Linear School Alberta Found - Linear	0.0455 0.0786 0.3395 0.2149 3.8174	\$161.55 \$279.07 \$1,205.39 \$763.00 \$13,553.60	Municipal - Linear		9.3400	\$33,161.48
		·	Total Municipal Taxes Total School Taxes ar			\$33,161.48
			i otal School Taxes an	a Levies;		\$15,962.61
			Total Current Taxes:			\$49,124.09
LOCAL IMPROVEMENT INFOR	MATION					
Description	Amount		rs Taxes \$0. surrent taxes will be subject ty July 2/19 and 4% pena	t to a	ent Year Owing Improvements rs (Credit)	\$49,124.09 \$0.00 \$0.00
Tota	1 \$0.0	Novembe	r 1/19. All taxes in arrear a 12% penalty January 1	S	ount Due	\$49,124.09

Please see reverse for payment and assessment appeal information

Please remit this portion with your payment

M.D. of Pincher Creek No.9 P.O. Box 279 Pincher Creek, Alberta T0K 1W0

Customer #	Amount Paid
LOYA001	

Loyal Energy (Canada) Operatin 2000 350 7 Avenue SW

Alberta		Alberta Municipal A Linear Property Assessment 2018 Assessment Year - 2	Roll - Summa					:23-Sep-2019 :08-Feb-2019
•		Assessee ID		Property		•		
Tax Jurisdiction	Assessment Jurisdiction	Assessee Name Address	Property Type	Desc Code	Asmnt Class		Previous Balance	Balance Chg
251 - Municipal District of Pincher Creek No. 9	251 - Municipal District of Pincher Creek No. 9	6911 Shell Canada Energy Attn: Property Tax Department 400 4 Ave SW PO Box 100 Stn M CALGARY, AB T2P 2H5	RL	NRL-RL	2	т	\$482,900	\$482,900
251 - Municipal District of Pincher Creek No. 9	251 - Municipal District of Pincher Creek No. 9	7116 Loyal Energy (Canada) Operating Ltd. 2000-350 7 Ave SW	PL .	NRL-P	2	т.		\$3,550,480 *
251 - Municipal District of	251 - Municipal District	CALGARY, AB T2P 3N9 20225	PL	NRL-P	2	т. Т	\$3,649,410	\$3,649,410
Pincher Creek No. 9	of Pincher Creek No. 9	Alberta Ethane Development Company Ltd c/o Pembina-Property Tax Attn: Ann Burt 4000-585 8 AVE SW CALGARY, AB T2P 1G1					ж	
51 - Municipal District of Pincher Creek No. 9	251 - Municipal District of Pincher Creek No. 9	20291 AltaGas Utilities Inc.	PL	NRL-P	2	т."	\$726 <u>,9</u> 90	\$726,990
		ATTN: MS Annette Franklin 5509 45 ST	· .	•••				
251 - Municipal District of Pincher Creek No. 9	251 - Municipal District of Pincher Creek No. 9	LEDUC, AB T9E 6T6 20294 Altalink ATTN: CHRIS LOMORE 2611 3 AVE SE	ELE	NRL-EPS	2	т	\$94,410,480	\$94,410,480
51 - Municipal District of Incher Creek No. 9	251 - Municipal District of Pincher Creek No. 9	CALGARY, AB T2A 7W7 20371 FORTISALBERTA Inc. ATTN: DINAH ORTEGA	ELE .	NRL-EPS	2	т	\$1,847,980	\$1,¦847,¢80
		SUPERVISOR TAX & FINANCIAL REPORTING 320 17 AVE SW	•				•	
251 - Municipal District of Pincher Creek No. 9	251 - Municipal District of Pincher Creek No. 9	CALGARY, AB T2S 2V1 20424 ATCO Gas and Pipelines Ltd. (SOUTH) c/o ATCO Investments Ltd. ATTN: Property Tax 300 West Tower 5302 FORAND ST SW	PL	NRL-P	2	т	\$331,420	\$331,420

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#### Joyce Mackenzie-Grieve

From:	Joyce Mackenzie-Grieve
Sent:	December 3, 2019 8:55 AM
To:	'info@loyalpetroleum.com'
Cc:	Meghan Dobie
Subject:	RE: Loyalty Energy Assessee ID 7116

Attn: Brad Johnson, VP of Operations

Subject: MD of Pincher Creek No. 9 Assessment and Tax Notice Roll # 7520.000 Loyal Energy (Canada) Operating Ltd.

Good Morning Mr. Johnson:

We received a response from Alberta Municipal Affairs regarding Loyalty Energy's request for reduced taxation. They stated: The Linear Assessment is based on the specifications and characteristics of the linear property as of October 31, 2018. The Minister's Guideline prescribes how the assessment is to be calculated and is applied consistently to all properties in the Province. The office of the Provincial Assessor provides the assessment information to the company as well as the municipality but does not deal with the municipal tax portion. Any decisions regarding the municipal taxes would be made by the municipality.

Given there is no relief available from an Assessment perspective, the only other option for possible tax reduction would be through a request to Council. The letter from Loyalty Energy, dated November 26, 2019 will be presented to Council for consideration on December 10, 2019.

I have copied Meghan Dobie on this email; Meghan is the Director of Finance for the MD of Pincher Creek. Please feel free to contact either Meghan or myself if you have any questions.

Best regards,

Joyce Mackenzie-Grieve

Financial Services and Planning Clerk Municipal District of Pincher Creek No. 9 Phone: 403.627.3130 Fax: 403.627.5070 Email: AdminTaxClerk@mdpinchercreek.ab.ca

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Joyce Mackenzie-Grieve

Financial Services and Planning Clerk Municipal District of Pincher Creek No. 9

#### Phone: 403.627.3130 Fax: 403.627.5070 Email: AdminTaxClerk@mdpinchercreek.ab.ca

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From: Joyce Mackenzie-Grieve Sent: December 2, 2019 3:22 PM To: 'info@loyalpetroleum.com' <info@loyalpetroleum.com> Subject: Loyalty Energy Assessee ID 7116

Attn: Brad Johnson, VP of Operations

Subject: MD of Pincher Creek No. 9 Assessment and Tax Notice Roll # 7520.000 Loyal Energy (Canada) Operating Ltd.

Good Afternoon Mr. Johnson;

The MD of Pincher Creek is in receipt of your letter dated November 26, 2019.

Your letter requests that all interest and penalty, if any, be waived for the period from the tax due date of December 20, 2019 to December 31, 2019. The MD of Pincher Creek will not apply a penalty until January 1, 2020. Per Tax Penalty Bylaw 1264-15, a penalty of 12% will be applied on January 1<sup>st</sup> on any property tax account that has taxes from previous years outstanding at the time of the penalty being applied.

With regard to Loyalty Energy (Canada) Operating Ltd.'s request for a reduction in the amount of tax payable, Alberta Municipal Affairs are responsible for the assessment of linear property. We have forwarded your letter by email to Alberta Municipal Affairs for consultation and hope to hear back from them soon.

If you have any questions or further comments, please do not hesitate to contact us.

Joyce Mackenzie-Grieve

Financial Services and Planning Clerk Municipal District of Pincher Creek No. 9 Phone: 403.627.3130 Fax: 403.627.5070 Email: <u>AdminTaxClerk@mdpinchercreek.ab.ca</u> Emails and associated attachments are of

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From:	<u>Troy MacCulloch</u>
To:	Meghan Dobie; Aaron Benson; Roland Milligan
Cc:	Jessica McClelland
Subject:	RE: Water Coop
Date:	November 27, 2019 1:07:01 PM

Lets put it on the next agenda to discuss with Council. They may have some insight as well...

It is pretty under utilized, but Council may see it as a token donation to the water coop...

troy

-----Original Message-----From: Meghan Dobie <AdminFinance@mdpinchercreek.ab.ca> Sent: November 27, 2019 11:09 AM To: Troy MacCulloch <CAO@mdpinchercreek.ab.ca>; Aaron Benson <AdminDirOps@mdpinchercreek.ab.ca>; Roland Milligan <AdminDirDev@mdpinchercreek.ab.ca> Subject: FW: Water Coop

Hi,

Is this something we should keep (see below email)?

Meghan Dobie CPA, CMA Director of Finance Municipal District Of Pincher Creek No.9 P: 403-627-3130 F: 403-627-5070

-----Original Message-----From: Pincher Creek Water Co-operative Ltd <pcwatercoop@gmail.com> Sent: November 27, 2019 10:42 AM To: Meghan Dobie <AdminFinance@mdpinchercreek.ab.ca> Subject: Water Coop

Hi Meagan,

I've found out more background information, as to why the MD pays \$120/year for the flat rate as a Water Coop member. The MD had decided to buy in as a Water Coop member back when the Water Coop started (Water Coop is a water distribution system to various farms and acreages in our area, providing them with access to untreated river water). But the MD doesn't actually have a meter at their disposal, or a water line on their property. Instead, an idea that was discussed by the MD at that time, was that at some point they may want to have access to water in case of fire - in which case they could set up lines from Alvin Robbins'

dugout (by the Pincher Station). This was only an informal idea at that time (no paperwork put together) and since then, the MD has never used any water, but has simply paid the regular member fee each year (10/month = 120/year).

Please let me know if you have any further questions about any of this.

Tany

--

Tany Warkentin

Secretary/Treasurer, Pincher Creek Water Co-operatives Ltd Box 1840, Pincher Creek AB T0K 1W0

pcwatercoop@gmail.com (403) 627-2232

From:	<u>Grove, John</u>	
To:	Quentin Stevick; Roland Milligan; Brian Hammond; Terry Yagos; "cao@ranchland66.com"; "Cindy Cornish";	
	"Laurie Wilgosh"; "danderberg@pinchercreek.ca"; "Blair Painter"; "patrick.thomas@crowsnestpass.com"; Troy	
	MacCulloch; Jessica McClelland; Jessica McClelland; "Kim Uhersky"; "Bonnie Kawasaki";	
	"Lisa.Sygutek@crowsnestpass.com"	
Subject:	AltaLink"s Chapel Rock to Pincher Creek Area Transmission Development	
Date:	December 4, 2019 2:54:32 PM	
Attachments:	Chapel Rock DB Map May 2019.pdf	

Dear Municipal Stakeholder:

Today, as part of my commitment to keep you informed of our projects in your area, AltaLink will not file the Chapel Rock to Pincher Creek Area Transmission Development Facility Application with the Alberta Utilities Commission as scheduled by the end of 2019.

I will provide updates in the New Year. If you have any questions please contact me. My contact information is shown below.

Sincerely,

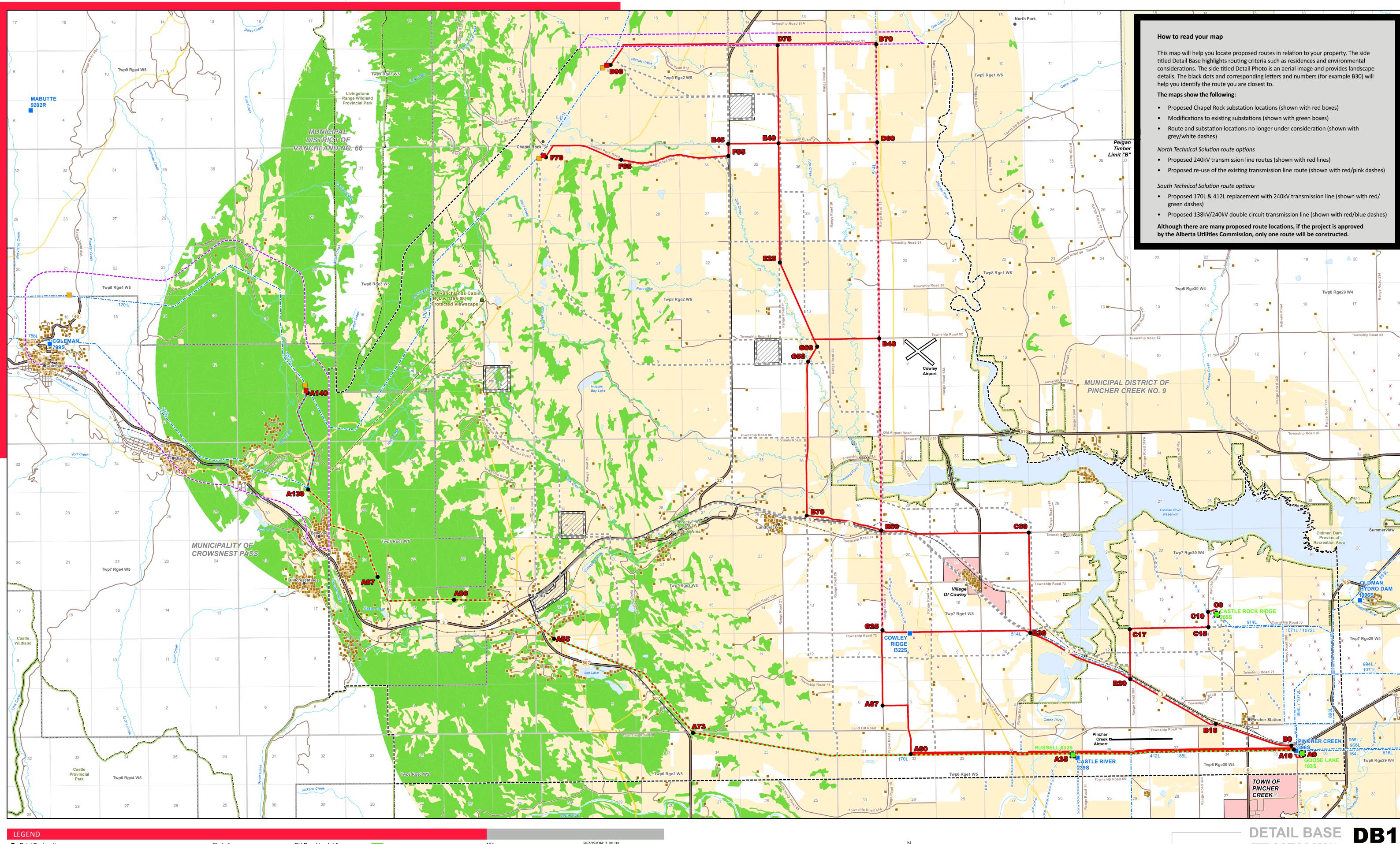
John Grove Municipal and Community Affairs Manager

T (403) 387-8273 C (403) 519-7426 E john.grove@altalink.ca

**AltaLink** A Berkshire Hathaway Energy Company

2611 – 3<sup>rd</sup> Avenue SE, Calgary, AB, T2A 7W7 www.altalink.ca

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### LEGEND

- Point Designation
- Proposed Substation
- Proposed Substation Upgrade
- Proposed 240kV Transmission Line Route

- Proposed 138kV/240kV Double Circuit Transmission Line Route

- Proposed 170L & 412L Replacement with 240kV Transmission Line Route Hamlet or Locality Proposed Re-use of Existing Transmission Line Route
- Route No Longer Under Consideration
- Substation Target Area No Longer Under Consideration
- Expanded Study Area

--- Study Area

- Existing Substation
- DU Ranchlands Cabin
- Residence
- Wind Turbine Existing
- × Wind Turbine Future
- --- DU Ranchlands Viewscape Forested 💳 Highway ------ Road --- Existing Transmission Line ---- Municipal or County Boundary Pipeline ----- Railway
  - River or Stream Airport
- Native Grassland / Tame Pasture Park / Other Protected Area Urban Area Water Body Other Altalink Project Proposed Alberta/British Columbia Intertie Restoration Project Series
- the data may be present.

Capacitor Location First Nations Reserve



ALTALINK PROPOSED

240/500 kV Transmission Line and Substation: Chapel Rock to Pincher Creek Area Transmission Development

From:	Troy MacCulloch
To:	Jessica McClelland
Subject:	FW: TC Energy Wpex Turner Valley Open House Invite
Date:	December 2, 2019 2:34:41 PM
Attachments:	image003.png

Info only – part 1 of 2

From: Preston Seier <preston\_seier@tcenergy.com> Sent: December 2, 2019 2:30 PM Subject: TC Energy Wpex Turner Valley Open House Invite

## Open house event.

Please join us in the Town of Turner Valley for an open house to learn about TC Energy's proposed NGTL West Path Delivery 2023 Project. Come out and enjoy some refreshments and a conversation about the Project. Everyone is welcome and we hope to see you there.

December 11, 2019 5 – 8 p.m. Flare and Derrick Community Hall (131 Main St NW, Turner Valley, AB TOL 2A0)

#### About the Project

NOVA Gas Transmission Ltd. (NGTL), a wholly-owned subsidiary of TransCanada PipeLines Limited (TCPL), an affiliate of TC Energy Corporation (TC Energy), is investigating options for prospective future growth on our NGTL System in Alberta (A.8.) and British Columbia (B.C.). The proposed NGTL West Path Delivery 2023 Project (Project) is necessary to supply growing demand in southwest A.8., southern B.C. and downstream North American markets, with natural gas produced in Western Canada. The proposed Project is made up of three sections.

- 1. The proposed Western Alberta System Mainline Loop 2 Turner Valley Section
- 2. The proposed Western Alberta System Mainline Loop 2 Longview Section
- 3. The proposed Western Alberta System Mainline Loop 2 Lundbreck Section

For more information or to RSVP to the event, please contact TC Energy at:

public\_affairs\_ca@tcenergy.com 1-855-895-8754



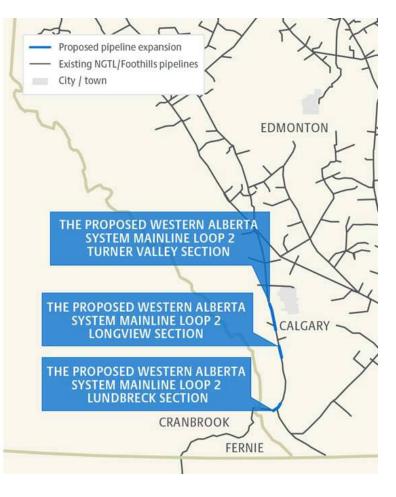
Preston Seier Public Affairs – Canada West Public Affairs & Communications

preston\_seier@tcenergy.com mobile: 587-834-0658 desk: 403-920-8191

🕐 TC Energy

450 – 1 Street S.W. Calgary, AB Canada, T2P 5H1

TCEnergy.com



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#### Info only 2 of 2

From: Preston Seier <preston\_seier@tcenergy.com>Sent: December 2, 2019 2:28 PMSubject: TC Energy Wpex Sparwood Open House Invite

# Open house event.

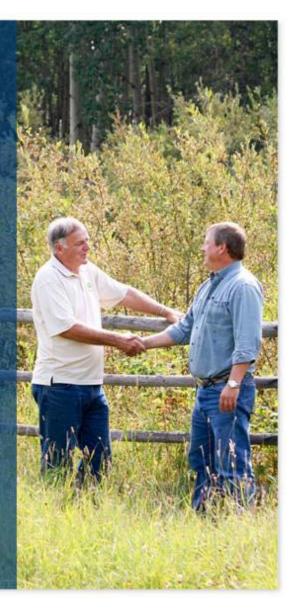
Please join us in the District of Sparwood for an open house to learn about TC Energy's proposed West Path Delivery 2022 and 2023 Project. Come out and enjoy some refreshments and a conversation about the proposed Projects. Everyone is welcome and we hope to see you there.

December 18, 2019 5 – 8 p.m. Causeway Bay Hotel (102 Red Cedar Dr, Sparwood, BC VOB 2G0)

For more information or to RSVP to the event, please contact TC Energy at:

public\_affairs\_ca@tcenergy.com 1-855-895-8754

🗘 TC Energy



Preston Seier Public Affairs – Canada West Public Affairs & Communications preston\_seier@tcenergy.com mobile: 587-834-0658 desk: 403-920-8191



450 – 1 Street S.W. Calgary, AB Canada, T2P 5H1

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#### MINUTES - 7 (2019) EXECUTIVE COMMITTEE MEETING Thursday, October 10, 2019 at 6:00 p.m. ORRSC Boardroom (3105 - 16 Avenue North, Lethbridge)

#### EXECUTIVE COMMITTEE:

Gordon Wolstenholme - *Chair* Jim Bester - *Vice-Chair* Don Anderberg Doug MacPherson Ian Sundquist Jennifer Crowson (absent) Margaret Plumtree

#### STAFF:

Lenze Kuiper – Director

Barb Johnson – *Executive Secretary* 

#### AGENDA:

1.	Approval of Agenda – October 10, 2019					
2.	Approval of Minutes – September 12, 2019(attachment)					
3.	Business Arising from the Minutes					
4.	New Business         (a) Draft 2020 Budget       (handout)         (b) Subdivision Activity 2019       (attachment)         (c) Fee For Service Update       (handout)         (d) Reschedule November Executive Committee Meeting Date       (handout)         (e) SouthGrow Water Security Forum       (handout)					
5.	Accounts (a) Office Accounts – August 2019(attachment) (b) Financial Statements – January 1 - August 31, 2019(attachment)					
6.	Director's Report					
7.	Executive Report					
8.	Adjournment					

#### CHAIR GORDON WOLSTENHOLME CALLED THE MEETING TO ORDER AT 5:55 P.M.

#### 1. APPROVAL OF AGENDA

#### Moved by: Doug MacPherson

THAT the Executive Committee approve the agenda, as amended: ADD: 4(e) SouthGrow Water Security Forum

CARRIED

#### 2. APPROVAL OF MINUTES

#### Moved by: Don Anderberg

THAT the Executive Committee approve the minutes of September 12, 2019, as presented.

CARRIED

#### 3. BUSINESS ARISING FROM THE MINUTES

• None.

#### 4. NEW BUSINESS

#### (a) Draft 2020 Budget

• The Director reviewed a preliminary budget prepared as a basis for discussion to get input from Committee members. Following are highlights of the discussion:

REVENUE:

- Increase Membership Fees and GIS Member Fees mill rate by 2%
- corresponding 2% increase in fee caps as well
- Reduce Fee for Service Member (as many of the plans required by the MGA will be complete)
- Allocate \$25,000 to both Operating and Capital Reserves
- Reduce Subdivision Approval Fees to approximately \$250,000
- Increase Interest Earned to \$7,000 (taken from actuals)

EXPENDITURES:

- Increase staff salaries by 2% (cost of living) and accompanying staff benefits
- Investigate options to reduce planners' attendance at some meetings by using video technology
- Replace the 2015 Chev Equinox
- Several ways to make up any shortfall which may result from incorporating the above include: initially transfering out of reserves, showing a deficit and transfer out of reserves at the end of the year if necessary, or putting excess revenue from this year back into the operating budget.
- A revised draft of the proposed 2020 budget reflecting the discussion will be brought to the November Executive meeting for approval before presenting it to the Board of Directors at the December 5, 2019 meeting.

#### (b) Subdivision Activity 2019

• 121 subdivision applications were processed as of August 31 this year, totaling \$199,232.50 in revenue. The number of lots created is down significantly from previous years, and we are not anticipating meeting our \$315,000 budget target if this rate continues.

#### (c) Fee For Service Update

• The Fee For Service table was reviewed. Many plans are in the works at various stages of completion, but we are confident deadlines can be met. There is also a possibility the deadlines will be extended.

#### (d) Reschedule November Executive Committee Meeting Date

• The Executive Committee meeting scheduled for Thursday, November 14 conflicts with the Rural Municipalities Association Conference in Edmonton on November 12-15 which involves three Executive Committee members. The consensus was to reschedule the meeting to Thursday, November 21, 2019 at 6:00 p.m.

#### (e) SouthGrow Water Security Forum

- ORRSC received an invitation from SouthGrow Regional Economic Development to appoint a representative from our organization to attend the Southern Alberta Water Security Forum on November 7, 2019 in Lethbridge. The intent of this forum is to convene the key stakeholders in the Milk River and Oldman River basins to form a united group that can advance water security projects in the region.
- The Executive advised that ORRSC not send a representative as this group is political and should be made up of elected municipal officials. Margaret Plumtree suggested anyone that attends the November 7 forum can follow up on this issue at the next Executive meeting.

#### 5. ACCOUNTS

#### (a) Office Accounts – August 2019

4140 5180 5280 5320 5285 5310 5320 5320 5380 5570 5330 5330 5330 5380	Approval Fees Staff Development	David Hunsperger Athabasca University (J. Maxwell) Madison Ave Business Services Madison Ave Business Services Yueu Majok Shaw Business Desjardin Card Services Desjardin Card Services	125.00 619.25 425.00 46.97 400.00 180.90 169.33 190.27 138.99 2,270.00 46.00 23.00 118.00
5460	Public Relations	Carefree Express	750.00
5470	Computer Software	Autodesk	3,980.00
5490	Consultants	WSP	230.00
5500	Subdivision Notification	Lethbridge Herald	1,425.60

5534	Chinook Intermunicipal SDAB	Doug Domolewski	252.90
5534	Chinook Intermunicipal SDAB	Ben Elfring	
5534	Chinook Intermunicipal SDAB	John Sinclair	250.00
5570	Equipment Repairs & Maintenance	Digitex	680.00
5570	Equipment Repairs & Maintenance	Xerox	
5570	Equipment Repairs & Maintenance	Whipcord	1,759.80
1160	GST Receivable	GST Receivable	271.79
		TOTAL	\$15,413.32

#### Moved by: Don Anderberg

THAT the Executive Committee approve the Office Accounts of August 2019 (\$15,413.32), as presented.

#### (b) Financial Statements – January 1 - August 31, 2019

#### Moved by: Margaret Plumtree

THAT the Executive Committee approve the unaudited Financial Statements for January 1 - August 31, 2019. CARRIED

#### 6. DIRECTOR'S REPORT

• The Director reported on his activities since the last Executive Committee meeting.

#### 7. EXECUTIVE REPORT

• Committee members reported on various projects and activities in their respective municipalities.

#### 8. ADJOURNMENT

#### Moved by: Gordon Wolstenholme

THAT we adjourn the regular meeting of the Executive Committee of the Oldman River Regional Services Commission at 7:25 p.m. until **Thursday, November 21, 2019 at 6:00 p.m. CARRIED** 

CHAIR: Dorth Wolterblue

/bj

Aberta Environment and Parks

Alberta Community Resilience Program Watershed Adaptation and Resilience Branch Resource Stewardship Division 100,3115 – 12th Street N.E. Calgary, AB T2E 7J2 Telephone: 403-297-5360

December 5, 2019

Dear Mayor/Chief and Council

#### Subject: Alberta Community Resilience Program

Thank you for your interest in the Alberta Community Resilience Program (ACRP).

Since 2014, the Alberta Community Resilience Program has given communities the means to adapt to their unique flood challenges by protecting important infrastructure and creating flexibility to react to extreme weather events.

We are pleased to report that as of November 2019, the Alberta Community Resilience Program funded 79 projects in 53 communities across the province, including four First Nations – an investment of over \$230 million. We would also like to thank our municipal partners for helping to maximize our provincial investments, leveraging nearly \$200 million in federal funding for community-level flood mitigation projects.

Past recipients of ACRP grants have been chosen by virtue of their overall importance, and every effort has been made to prioritise projects that truly make a difference in terms of flood mitigation to the maximum number of Albertans. Because we have completed a number of high-priority projects, we are stepping back to re-examine this grant program while still ensuring funding is allocated this year. Budget 2019 included the program's final funding allocations, which were announced on November 8, 2019.

We will continue to work with municipal and First Nation partners on ACRP projects funded to date. However, please note that there is no new funding available at this time. All active applications submitted to date are now considered closed.

If you have any questions or concerns regarding active projects or the return of active application(s), please feel free to contact myself or Ms. Micaela Gerling at 403-297-3304 or by email at <u>micaela.gerling@gov.ab.ca</u> for more information or assistance.

Yours truly,

Andy Lamb Director Alberta Community Resilience Program

cc. Micaela Gerling, Program Coordinator