

PUBLIC HEARING
Municipal District of Pincher Creek No. 9
Bylaw No. 1344-22
Tuesday, January 10, 2023 6:00 pm

1. Public Hearing Called to Order

2. A Public Hearing is Council's opportunity to hear from anyone who is affected by the proposed bylaw. General rules of conduct when a Public Hearing is held are as follows:

- The developer and/or proponent is given the first opportunity to present to Council and the public. After the public has made their statements, the developer has the opportunity to rebut or answer any questions.
- Members of the public will be invited to speak to the subject matter. I will ask members of public who wish to speak to state their name for the record. The speaking time limit is 5 minutes per speaker. If you have previously submitted a written response, unless you have new information to present, be assured that Council has read your letter. Please do not come to the podium to read your submitted response.
- The Reeve will call for any additional speakers to make sure everyone wishing to speak has had the opportunity to do so. As this is not a situation for debate, speakers may come up one time only.
- Following all presentations from members of public, the developer has the opportunity to rebut or answer any questions, Council may ask questions to Administration and/or developer.
- Council will then close the Public Hearing. This ends the opportunity for the public or Administration to provide information on the matter.

3. Advertising Requirement

This Public Hearing has been advertised in accordance with Section 606 of the Municipal Government Act. This Public Hearing was advertised in the Pincher Creek Echo on December 28, 2022 and January 4, 2023, as well as the MD website and MD Social Media pages.

4. Purpose of the Hearing

The purpose of Bylaw No. 1344-22 is for regulating and providing for the terms, conditions, rates and charges for the supply and use of water services, wastewater services and solid waste services provided by the Municipal District of Pincher Creek No. 9.

5. Presentations:

VERBAL:

- Lynn Calder
- Rick Czerny (Beaver Mines Community Association)

WRITTEN:

The following were received and are part of the public package of information.

- Beaver Mines Community Association
- Rick Czarny
- Linde Farley/Dave McNeil
- James Miller
- Burt Nyrose

6. Closing Comments

7. Adjournment from Public Hearing

**MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
IN THE PROVINCE OF ALBERTA
BYLAW No. 1344-22**

BEING a Bylaw of the Municipal District of Pincher Creek No. 9 in the Province of Alberta, for the purpose of regulating and providing for the terms, conditions, rates and charges for the supply and use of water services, wastewater services and solid waste services provided by the Municipal District of Pincher Creek No. 9.

WHEREAS, pursuant to Section 3 of the *Municipal Government Act* the purposes of a municipality include providing services, facilities or other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality;

AND WHEREAS, pursuant to Section 7 of the *Municipal Government Act* a council of a municipality may pass bylaws for municipal purposes respecting public utilities and the enforcement of bylaws;

NOW **THEREFORE** the Council of the Municipal District of Pincher Creek No. 9, in the Province of Alberta, duly assembled, enacts as follows:

PART I - TITLE AND DEFINITIONS

1. Bylaw Title

This Bylaw shall be known as "The Utilities Bylaw".

2. Definitions and Interpretation

(1) In this Bylaw, unless the context otherwise requires:

- (a) "Account" means an agreement between a Customer and the MD for the supply of Utility Services of which the terms of this Bylaw shall form a part and includes the amounts payable from time to time by the Customer to the MD, as the context requires;
- (b) "Additional Overstrength Surcharge" means a rate, fee or charge imposed upon a Person who releases Wastewater to the Wastewater System that exceeds one or more constituent concentrations set out in Schedule "G";
- (c) "Bulk Waste" includes furniture, appliances, mattresses, bicycles, or other oversize items not capable of being placed in a Waste Receptacle or a Garbage bag for collection;
- (d) "Chief Administrative Officer" or "CAO" means the Chief Administrative Officer of the MD or the Chief Administrative Officer's delegate;
- (e) "Cistern" means a waterproof holding tank or receptacle for holding potable water to meet on Property water demand;
- (f) "Collection Area" means, in respect to Solid Waste Services, the hamlets of Lundbreck and Beaver Mines;
- (g) "Collection Schedule" means the set schedule regarding the provision of Solid Waste Services approved by the Chief Administrative Officer for the collection of Household Waste within the Collection Area and from Properties authorized by the Chief Administrative Officer to receive Solid Waste Services;
- (h) "Commercial Waste" means any Waste, other than Household Waste, generated by commercial, industrial, institutional, community, governmental, religious or charitable organizations;
- (i) "Construction Waste" means any Waste generated by constructing, altering, repairing or demolishing any structure;
- (j) "Council" means the council of the Municipal District of Pincher Creek No. 9;

- (k) "Cross Connection" means any temporary, permanent, or potential connection of any piping, fixture, fitting, container or appliance to the Water System that may allow backflow to occur, including but not limited to: swivel or changeover devices, removable sections, jumper connections, and bypass arrangements;
- (l) "Cross Connection Control Device" means a testable CSA certified device that prevents the backflow of water;
- (m) "Curb Stop" means a valve connected to a Service Connection enabling the turning-on and turning-off of the water supply to a Customer's Property;
- (n) "Customer" means any Person receiving Utility Services and, where the context or circumstances so require, includes any Person who is named on an Account, or who makes or has made an application for Utility Services or otherwise seeks to receive Utility Services, and also includes any Person acting as an agent or representative of a Customer;
- (o) "Distribution System" means the portion of a water supply system whose primary purpose is to convey potable water from the Transmission System under controlled flow and pressure conditions to Customer Property. Small diameter Water Main's with many Service Connections;
- (p) "Dwelling" means a private residence with sleeping and cooking facilities used or intended to be use as a residence;
- (q) "Engineering Design Standards" means the MD's Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;
- (r) "Emergency" means a condition that creates an imminent danger or a real possibility of Property damage, or personal injury, or when a condition or situation is declared to be an emergency by Council, or the Federal or Provincial Crown, or other civil authority having jurisdiction;
- (s) "Facilities" means any infrastructure forming part of:
 - (i) the Water System, including without limitation: water treatment plants, reservoirs, pumping stations, Water Mains, Water Service Lines, bulk water stations, Curb Stops, valves, fittings, fire hydrants, chambers, Meters, Cross Connection Control Devices and all other equipment and machinery of whatever kind owned by the MD that is used to produce and supply potable water to Customers; or
 - (ii) the Wastewater System, including without limitation: Wastewater treatment plants, Wastewater lagoons, pumping stations, Wastewater Mains, Wastewater Service Lines, valves, fittings, chambers, Meters, and all other equipment and machinery of whatever kind owned by the MD that is used for the collection, transmission, treatment and disposal of Wastewater; as the context requires.
- (t) "Garbage Bag" means a non-returnable plastic bag meeting the following specifications:
 - (i) made from sturdy material which is strong enough to withstand normal handling and lifting;
 - (ii) can be securely tied at the top;
 - (iii) is in good condition, free from rips and tears; and
 - (iv) not exceeding 20 kilograms including its contents.
- (u) "Hazardous Waste" has the same meaning as in the *Environmental Protection and Enhancement Act* and associated regulations;
- (v) "Household Waste" means unwanted refuse or materials intended for disposal generated by normal human living processes and domestic activities;

- (w) "Ion Exchange Water Softener" means any water treatment device that exchanges the naturally-occurring minerals in water with salt or any other chemical in the process called ion exchange;
- (x) "Liquid Waste" means any Waste, other than Hazardous Waste, having a moisture-content in excess of 30%;
- (y) "MD" means the municipal corporation of the Municipal District of Pincher Creek No. 9 and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;
- (z) "Meter" means the individual or compound water meter, of a make and model approved by the MD, and all other equipment and instruments, including but not limited to, radio frequency units and remote meter reading devices supplied and used by the MD to calculate and register the amount of water consumed relative to the land and buildings that the Meter is designed to monitor;
- (aa) "Multiple Dwelling" means a wholly or partially residential development containing more than one Dwelling, whether or not the development is within a single building;
- (bb) "Non-Residential Premises" means any building that is used for commercial, industrial or institutional purposes and does not include Residential Premises;
- (cc) "Occupant" means a Person occupying a Property, including a lessee or licensee, who has actual use, possession or control of the Property;
- (dd) "Overstrength" means Wastewater released to the Wastewater System that is higher in concentration for one or more constituent concentrations set out in Schedule "G" of this Bylaw;
- (ee) "Overstrength Surcharge" means a rate, fee or charge imposed upon a Person who releases Wastewater to the Wastewater System that exceeds one or more constituent concentrations set out in Schedule "G";
- (ff) "Owner" means:
 - (i) in the case of land, the Person who is registered under the *Land Titles Act* as the owner of the fee simple estate in the parcel of land; or
 - (ii) in the case of any property other than land, the Person in lawful possession of it;
- (gg) "Peace Officer" includes a Bylaw Enforcement Officer appointed by the MD, a Community Peace Officer whose appointment includes enforcement of the MD's Bylaws and a member of the Royal Canadian Mounted Police;
- (hh) "Person" means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;
- (ii) "Private Drainage Line" means that portion of a Service Connection that extends from the property line to an improvement or location on a Customer's Property that receives, or is to receive Wastewater Services, comprised of the Customer-owned assembly of pipes, fittings, fixtures, traps and appurtenances for the collection and transmission of Wastewater into the Wastewater System;
- (jj) "Private Wastewater Disposal System" means an on-site Wastewater treatment system for the treatment and disposal of Wastewater that is not connected to the Wastewater System, as defined in the *Alberta Private Sewage Systems Standard of Practice 2015* adopted by the *Private Sewage Disposal Systems Regulation*;

- (kk) "Private Water Line" means that portion of a Service Connection that extends from the property line to an improvement or location on a Customer's Property that receives, or is to receive, Water Services, comprised of the Customer-owned assembly of pipes, fittings, fixtures, traps and appurtenances for providing water to a Customer's Property, excluding the Meter owned by the MD;
- (ll) "Property" means:
- (i) in the case of land, a parcel of land including any buildings; or
 - (ii) in other cases, personal property;
- (mm) "Recreational Vehicle" means a vehicular or trailer type unit designed to provide temporary living quarters for recreational, camping, travel or seasonal use;
- (nn) "Residential Premises" means any building that is used as a Dwelling and includes a Multiple Dwelling;
- (oo) "Redevelopment" means construction of new residence or dwelling within a lot or parcel, typically after demolishing the existing buildings; or addition to existing dwelling resulting in intensification beyond original intended use.
- (pp) "Rural" means locations outside of Hamlet boundaries within the MD;
- (qq) "Service Connection" means all of the Facilities required to achieve a physical connection between:
- (i) the MD's Water Main and the structure, improvement or location that receives Water Services, to allow a Customer to receive potable water, which includes a Water Service Line and a Private Water Line; or
 - (ii) the MD's Wastewater Main and the structure, improvement or location that receives Wastewater Services, to allow a Customer to discharge Wastewater, which includes a Wastewater Service Line and a Private Wastewater Line; as the context requires;
- (rr) "Solid Waste Services" means the collection of Household Waste from Properties within the Collection Area or other Properties authorized by the Chief Administrative Officer;
- (ss) "Subsidiary Meter" means a privately owned Meter installed on Property at the Customer's expense and utilized strictly for the Customer's purposes;
- (tt) "Terms and Conditions" means the terms and conditions in respect of Water Services, Wastewater Services and Solid Waste Services described in Schedules "A", "B", "C", "D", "E", "F", and "G";
- (uu) "Transmission System" means any piping whose primary purpose is to convey treated water from the water treatment equipment or pumping stations to the Distribution System, reservoirs, tanks, and bulk fill stations serving an area. Large diameter pipe with minimal connections;
- (vv) "Utility Services" means Water Services, Wastewater Services or Solid Waste Services or any combination of them;
- (ww) "Utility Services Guidelines" means those guidelines, procedures, protocols, requirements, specifications or standards adopted by the Chief Administrative Officer from time to time pursuant to section 6 of this Bylaw;
- (xx) "Violation Ticket" has the same meaning as in the *Provincial Offences Procedure Act*;
- (yy) "Waste" means any discarded material intended for disposal and includes but is not limited to Bulk Waste, Commercial Waste, Construction Waste, Hazardous Waste, Household Waste and Liquid Waste;

(zz) "Waste Collection Fee" means the fixed monthly service fee charged to the Owner of a Property that is provided Solid Waste Services;

(aaa) "Waste Collector" means any authorized employee or agent of the MD performing Waste collection activities;

(bbb) "Waste Receptacle" means a sturdy reusable container of rust resistant material, of a tapered cylindrical design, having a smooth rim, two rigid fixed handles and a removable watertight lid, and meeting the following requirements:

(i) not exceeding 20 kilograms including its contents;

(ii) no smaller than 60 liters and no larger than 100 litres; and

(iii) in a safe, serviceable condition.

(ccc) "Wastewater" means the composite of water and water-carried wastes associated with the use of water for drinking, food preparation, washing, hygiene, sanitation or other domestic purposes, but does not include wastewater from industrial processes;

(ddd) "Wastewater Main" means those pipes installed for the collection and transmission of Wastewater within the MD to which a Service Connection may be connected;

(eee) "Wastewater Service Line" means that portion of a Service Connection owned by the MD that extends from the Wastewater Main to the property line of a Property that receives, or is to receive, Wastewater Services;

(fff) "Wastewater Services" includes the collection, transmission, treatment and disposal of Wastewater, as applicable, and associated services offered to the Customer under this Bylaw;

(ggg) "Wastewater System" means the Facilities used by the MD for the collection, transmission, treatment and disposal of Wastewater, which is deemed to be a municipal public utility within the meaning of the *Municipal Government Act*;

(hhh) "Water Conservation and Demand Management Measures" means restrictions upon the use of water for non-essential purposes, including but not limited to: irrigation, watering livestock, washing of vehicles, driveways or sidewalks, and any other purpose where water is utilized externally to a building and on any certain day or for a certain time period;

(iii) "Water Main" means those pipes installed for the conveyance of potable water within the MD to which Service Connections may be connected;

(jjj) "Water Service Line" means that portion of a Service Connection owned by the MD that extends from the Water Main to the property line of a Property that receives, or is to receive, Water Service;

(kkk) "Water Services" means the provision of potable water by the MD to a Customer's Property and associated services offered to the Customer under this Bylaw;

(lll) "Water System" means the Facilities used by the MD to supply potable water to Customers, which is deemed to be a municipal public utility within the meaning of the *Municipal Government Act*.

(2) In this Bylaw, a citation of or reference to any act or regulation of the Province of Alberta or of Canada, or of any other bylaw of the MD, is a citation of or reference to that act, regulation, or bylaw as amended or replaced.

PART II - PROVISION OF UTILITY SERVICES

3. Other Public Utilities Prohibited

The MD or its authorized representatives shall be the exclusive provider of Utility Services, where available, to eligible Customers within the boundaries of the MD.

4. Terms and Conditions

All Utility Services shall be provided in accordance with Schedules "A", "B", "C", "D", "E", "F", and "G" as applicable.

5. Fees and Charges

(1) The MD will provide Utility Services to Customers within the MD at the rates, fees or other charges specified in Schedule "E", as may be amended by Council from time to time.

(2) Subject to subsection (3), additional services provided by the MD to a Customer will be billed to the Customer in accordance with an agreement between the Customer and the MD.

(3) Additional costs arising from:

(a) requirements or requests for specific non-routine services not more particularly described in this section or the acts or omissions of any particular Customer or defined group of Customers, or

(b) repairs or remedies of any loss or damage to Facilities or other property that is caused by a Customer or any other party for whom a Customer is responsible in law, including, without limitation, any costs or damages described in any judgment of a court in the MD's favour, may, at the Chief Administrative Officer's sole option, and in addition to any other legally available remedies, be added to a Customer's Account as an additional amount due and payable by the Customer to the MD.

(4) If a Property is required to connect to the Water System, pursuant to section 2(1) of Schedule "B" of this Bylaw, and the Wastewater System, pursuant to section 2(1) of Schedule "C" of this Bylaw, and the Owner of that Property connects to both of those systems within 90 days of the Chief Administrative Officer providing notice of a date to connect to those systems, the MD will waive the fee for the initial Supply of the Meter as set out in Schedule "E" of the Bylaw.

6. Utility Services Guidelines

(1) Subject to subsection (2), the Chief Administrative Officer may adopt, amend, repeal and replace Utility Services Guidelines from time to time as the Chief Administrative Officer deems advisable.

(2) Utility Services Guidelines must not be inconsistent with this Bylaw and, in the event of an inconsistency, this Bylaw shall prevail.

(3) Without limiting the generality of subsection (1), Utility Services Guidelines may deal with any or all of the following subject matters:

(a) procedures or requirements that a Customer must comply with before a Service Connection is installed or activated, or before Utility Services are provided, or as a condition of ongoing provision of Utility Services;

(b) Customer Accounts, including, without limitation, provisions or requirements concerning: opening an Account, making payments on an Account, consequences for failure to pay Accounts in full, lost bills, dishonoured cheques, collection of delinquent Accounts, adjusting improperly billed Accounts, Utility Services application fees, handling of confidential Customer Account information, closing an Account, and any other matter relating to Customer Accounts;

(c) measurement of water consumption, including without limitation provision or requirements concerning: meter inspection and testing, meter settings, chambers and installations, meter reading, disputes concerning meter data, estimates of consumption or Subsidiary Meters, remote meter reading devices, relocation of meters, access for meter readers, and adjustments to bills when

meters have malfunctioned;

- (d) procedures or requirements concerning investigating Customer complaints and concerns;
- (e) procedures or requirements for provision of temporary Water Services, including without limitation Water Services provided during the construction phase of a development;
- (f) procedures or requirements that a Customer must comply with in order to access a MD bulk water station;
- (g) procedures or requirements for upgrading, re-sizing, relocating or otherwise changing a Service Connection, whether at the instigation of the MD or at the request of a Customer;
- (h) the turn-on and turn-off of Water Services, whether at the instigation of the MD or at the request of a Customer; and
- (i) supply of water for firefighting purposes, including without limitation procedures or requirements concerning the maintenance of public and private fire hydrants and permissible use of water from fire hydrants.

7. Notices

In any case in which written notice is required to be provided to a Customer pursuant to this Bylaw, the Chief Administrative Officer may serve notice:

- (1) personally;
- (2) by e-mail if the Customer has consented to receive documents from the MD by e-mail and has provided an e-mail address to the MD for that purpose;
- (3) by mailing or delivering a copy of the notice to the last known address of the Customer as disclosed in the MD's assessment roll for the Property; or
- (4) if the Customer does not answer the door, by placing the written notice on the door of the Property.

8. Authority of the Chief Administrative Officer

Without restricting any other power, duty or function granted by this Bylaw, the Chief Administrative Officer is authorized to, in accordance with this Bylaw and all other applicable laws:

- (1) take any steps and carry out any actions required to give effect to, and enforce, the provisions of this Bylaw;
- (2) establish forms for the purpose of this Bylaw; and
- (3) delegate any powers, duties or functions under this Bylaw to an employee of the Municipality.

PART III – ENFORCEMENT

9. Offence

A Person who contravenes any provision of this Bylaw is guilty of an offence.

10. Continuing Offence

In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.

11. Vicarious Liability

For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.

12. Corporations and Partnerships

(1) When a corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.

(2) If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.

13. Fines and Penalties

(1) A Person who is guilty of an offence is liable to a fine in an amount not less than \$100.00 and not exceeding \$10,000.00.

(2) Without restricting the generality of subsection (1) the fine amounts established for use on Violation Tickets, if a voluntary payment option is offered, are as set out in Schedule "F".

14. Violation Ticket

(1) A Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

(2) Subject to the *Provincial Offences Procedure Act* and the regulations thereunder, if a Violation Ticket is issued in respect of an offence, the Violation Ticket may;

(a) specify the fine amount established by this Bylaw for the offence; or

(b) require a Person to appear in court without the alternative of making a voluntary payment.

15. Voluntary Payment

A Person who commits an offence may:

(1) if a Violation Ticket is issued in respect of the offence; and

(2) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence; make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

16. Obstruction

No Person shall obstruct, hinder or impede any authorized representative of the MD in the exercise of any of their powers or duties pursuant to this Bylaw.

PART IV - GENERAL

17. Schedules

The following schedules are included in, and form part of, this Bylaw:

- (a) Schedule "A" - General Terms and Conditions of Utility Services;
- (b) Schedule "B" - Terms and Conditions of Water Services;
- (c) Schedule "C" - Terms and Conditions of Wastewater Services;
- (d) Schedule "D" - Terms and Conditions of Solid Waste Services;
- (e) Schedule "E" - Rates, Fees and Charges;
- (f) Schedule "F" - Specified Penalties; and
- (g) Schedule "G" – Wastewater Overstrength Limits

18. Severability

Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

19. Repeal

This Bylaw repeals Bylaw 1320-20 The Utilities Bylaw.

20. Enactment

This Bylaw takes effect upon being passed.

READ a first time this ____ day of _____, 2022.

A PUBLIC HEARING was held this ____ day of _____, 2022.

READ a second time this ____ day of _____, 2022.

READ a third and time and finally PASSED on the ____ day of _____, 2022.

Reeve,
Rick Lemire

Chief Administrative Officer,
Roland Milligan

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS OF UTILITY SERVICES

PART 1 - GENERAL WATER, WASTEWATER AND SOLID WASTE PROVISIONS

1. Duty to Supply

(1) The MD shall continue, insofar as there is sufficient capacity and supply, to supply Water Services, upon such terms as Council considers advisable, to any Customer within the MD situated along a Water Main owned and operated by the MD.

(2) The MD shall continue, insofar as there is sufficient capacity and supply, to supply Wastewater Services, upon such terms as Council considers advisable, to any Customer within the MD situated along a Wastewater Main owned and operated by the MD.

(3) The MD shall continue, insofar as is reasonably practicable, to supply Solid Waste Services, upon such terms as Council considers advisable, to any Customer within the Collection Area.

(4) All Utility Services provided by the MD shall be provided in accordance with these Terms and Conditions, and these Terms and Conditions shall apply to and be binding upon all Customers receiving Utility Services from the MD.

2. No Guarantee of Continuous Supply

(1) The MD does not guarantee or warrant the continuous supply of potable water and the MD reserves the right to change the operating pressure, restrict the availability of Water Services or to disconnect or shut-off Water Services, in whole or in part, with or without notice, in accordance with this Bylaw.

(2) Customers depending upon a continuous and uninterrupted supply or pressure of water or who require or have processes or equipment that require particularly clear or pure water shall provide such facilities, as they are considered necessary, to ensure a continuous and uninterrupted supply, pressure or quality of water required for this use. The MD assumes no responsibility for same.

(3) The MD does not guarantee or warrant the continuous capacity to collect, store and transmit Wastewater and the MD reserves the right to restrict the availability of Wastewater Services or to disconnect or shut-off Wastewater Services, in whole or in part, with or without notice, in accordance with this Bylaw.

(4) The MD does not guarantee or warrant the continuous capacity to collect, store and handle Solid Waste and the MD reserves the right to restrict the availability of Solid Waste Services or to discontinue Solid Waste Services, in whole or in part, with or without notice, in accordance with this Bylaw.

(5) The MD shall not be liable for any damages caused by the provision of Utility Services, including without limitation losses caused by a break within the MD's Water System or Wastewater System or caused by the interference or cessation of water supply including those necessary or advisable regarding the repair or proper maintenance of the MD's Water System or Wastewater System, or generally for any accident due to the operation of the MD's Water System, Wastewater System or Solid Waste Services or for the disconnection of a Service Connection or shut-off of a Utility Service, nor by reason of the water containing sediments, deposits, or other foreign matter.

PART II - SERVICE CONNECTIONS

3. Application for Service Connection

(1) A Customer requesting Utility Services involving a new Service Connection shall apply to the Chief Administrative Officer by submitting an application in a form acceptable to, or adopted by, the Chief Administrative Officer, paying all associated fees and supplying information regarding the location of the Property to be served, the manner in which the Service Connection will be utilized, and any other information that may be reasonably required by the Chief Administrative Officer.

(2) Upon receipt of all required application documents, information and fees, verification of the Customer's identity and the accuracy of the information, the Chief Administrative Officer will advise the Customer whether and on what terms the MD is prepared to supply Utility Services to the Customer, the type and character of the Service Connection(s) it is prepared to approve for the Customer, and any conditions, including without limitation, payments by the Customer, that must be satisfied as a condition of installation of a Service Connection(s) and supply of Utility Services.

4. Easements and Rights-of-Way

At the request of the Chief Administrative Officer, the Customer shall grant or cause to be granted to the MD, without cost to the MD, such easements or rights-of-way over, upon or under Property owned or controlled by the Customer as the MD may reasonably require for the construction, installation, maintenance, repair, and operation of the Water System or Wastewater System.

5. Design and Engineering Requirements for Service Connections

Detailed requirements for engineering and construction of Service Connections are set out in the Engineering Design Standards, or as may be otherwise directed by the Chief Administrative Officer. It is the Customer's responsibility to supply, at the Customer's cost, any plans and engineering reports pertaining to the Service Connection that the MD may reasonably require, signed and sealed by a professional engineer.

6. Construction of Service Connections

(1) The MD shall provide and install all Facilities up to the property line, but the Customer shall be responsible for, and shall pay, for the provision and installation of the Water Service Line or Wastewater Service Line as set out within Schedule "E".

(2) The MD shall waive customer costs set out in subsection (1) if a Customer is located within the Hamlet of Beaver Mines and construction has occurred prior to December 31, 2022. Those costs will be paid for by the MD due to the bulk of the construction being installed under the MD's supervision with use of grant funding to complete the work.

(3) The Customer shall be responsible for, and shall bear all costs associated with, the installation and condition of the Private Water Line or Private Drainage Line and all other piping and equipment or other Facilities of any kind whatsoever on the Customer's side of the property line and:

(a) shall ensure that the Customer's proposed Private Water Line or Private Drainage Line, as applicable receives approval from the MD prior to construction;

(b) shall ensure that all work undertaken on behalf of the Customer is performed by qualified workers holding appropriate certifications, in accordance with this Bylaw and applicable requirements set out in the Engineering Design Standards and the Utility Services Guidelines; and

(c) shall not backfill the excavation until such time as the MD has inspected and approved of the work.

(4) If an excavation is backfilled in contravention of subsection (3)(c), the Chief Administrative Officer may, in addition to any other rights and remedies that may be available to the MD, require the Customer in question to dig out and expose the said work at the Customer's cost.

7. Repair and Maintenance of Water and Wastewater Service Lines

The MD is responsible for the repair, maintenance and replacement of Water Service Lines and Wastewater Service Lines, but the Customer shall be responsible for, and shall pay, all costs incurred by the MD in connection with the maintenance, repair or replacement of the Water Service Line and Wastewater Service Line serving the Customer's Property.

8. Repair and Maintenance of Private Drainage and Water Lines

(1) The Customer is responsible for the repair, maintenance and replacement of Private Drainage Lines and Private Water Lines located on the Customer's Property, and for all associated costs.

(2) The Chief Administrative Officer may require a Customer to perform work described in subsection (1) if the Chief Administrative Officer, in his or her discretion, considers such work to be necessary or desirable for the protection or proper operation of the Water System or Wastewater System, as applicable.

(3) Where the Chief Administrative Officer requires a Customer to perform work pursuant to subsection (2), the Chief Administrative Officer shall establish a deadline by which the work in question must be completed by the Customer.

(4) If a Customer fails to complete, by the deadline established under subsection (3), all work required by the Chief Administrative Officer, to the satisfaction of the Chief Administrative Officer, the MD may, at its option, and in addition to any other remedy available, enter onto the Customer's Property and perform the said work.

(5) The Customer shall pay all costs incurred by the MD in performing work pursuant to subsection (4)

9. Customer Responsibility for Service Connection

(1) The Customer assumes full responsibility for the proper use of any Service Connection and any Utility Services provided by the MD and for the condition, suitability and safety of any and all devices or equipment necessary for receiving Utility Services that are located on the Customer's Property.

(2) The Customer shall be responsible for determining whether the Customer requires any devices to protect the Customer's Property from damage that may result from the use of a Service Connection or Utility Services, or to protect the safety or reliability of the Water System or Wastewater System. The Customer shall provide and install any such devices at the Customer's sole expense.

10. Compliance with Requirements and Use of Service Connection

(1) A Customer shall ensure that the Customer's facilities comply with the requirements of this Bylaw, all applicable statutes, regulations, codes, and standards and with the MD's specifications.

(2) A Customer shall not use a Service Connection or any Utility Service received in a manner so as to interfere with any other Customer's use of a Service Connection, or Utility Services.

(3) A Customer who has breached subsection (2) shall, at the Chief Administrative Officer's request, take whatever action is required to correct such interference or disturbance at the Customer's expense.

11. Abandonment of Service Connection

Whenever a Customer wishes to abandon a Service Connection, the Customer shall first obtain approval from the Chief Administrative Officer for the method and location of abandonment and the Customer shall assume responsibility for all costs associated with the same.

12. Ownership of Facilities

(1) The MD retains ownership of all Facilities necessary to provide Utility Services to a Customer, up to the property line, as well as the Curb Stop and Meter even if located on the Customer's Property, unless a written agreement between the MD and a Customer specifically provides otherwise.

(2) Payment made by a Customer for costs incurred by the MD for supplying and installing Facilities does not entitle the Customer to ownership of any such Facilities, unless a written agreement between the MD and the Customer specifically provides otherwise.

13. Access to Facilities

(1) No Person shall obstruct or impede the MD's free and direct access to any Facilities.

(2) A Customer shall be responsible for managing vegetation on the Property owned or controlled by the Customer to maintain adequate clearances and reduce the risk of contact with the MD's Facilities.

(3) A Customer shall not install or allow to be installed on Property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe operation of the MD's Facilities or result in noncompliance with applicable statutes, regulations, standards or codes.

(4) Where a Customer contravenes any provision of this section and fails to remedy such contravention within ten (10) days after receiving from the Chief Administrative Officer a notice in writing to do so, then in addition to any other legal remedy available the Chief Administrative Officer may take any steps necessary to remedy the contravention and may charge any costs of doing so to the Customer's Account.

14. Interference with or Damage to Facilities

No Person shall interfere with or alter any Facilities or permit the same to be done by any Person other than an authorized agent of the MD, except as authorized by the Chief Administrative Officer.

15. Protection of Facilities on Customer's Property

The Customer shall furnish and maintain, at no cost to the MD, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer's Property. If the Customer refuses, the Chief Administrative Officer may, at his or her option, furnish and maintain, and charge the Customer for furnishing and maintaining, the necessary protection. Such space and protective barriers shall be in conformity with applicable laws and regulations and subject to the Chief Administrative Officer's specifications and approval.

16. Customer to Pay Relocation Costs

The Customer shall pay all costs of relocating the MD's Facilities at the Customer's request, if such relocation is for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer. If requested by the MD, the Customer shall pay the estimated cost of the relocation in advance.

17. Prohibited Extension of Customer Owned Facilities

A Customer shall not extend or permit the extension of a Private Water Line, Private Wastewater Line or any other Customer-owned piping, equipment or other assets that are connected directly or indirectly to the Water System or Wastewater System, beyond the Property in respect of which they are used to supply Utility Services through a Service Connection.

PART III - UTILITY ACCOUNTS

18. Requirement for Account

(1) The Owner of a Property shall apply for an Account with the MD, in a form acceptable to the MD, and pay all applicable fees as a condition of obtaining Utility

Services, regardless of whether the provision of services requires installation of a new Service Connection(s) or construction of any new Facilities.

(2) In the case of a Multiple Dwelling, the Chief Administrative Officer may require that a separate Account be opened in respect of each Dwelling, as applicable, within the Multiple Dwelling, regardless of the number of Service Connections associated with the Multiple Dwelling.

(3) Except as provided under this Bylaw, the MD shall not grant Utility Services to, or open an Account in the name of, an Occupant that is not the Owner of the Property.

(4) If, notwithstanding subsection (3), Utility Services are currently being provided to an Occupant that is not the Owner of the Property, the Owner of the Property shall forthwith inform the MD of this and apply for an Account with the MD, failing which the MD may deem an application to have been received from the Owner of the Property and open an Account in the Owner's name.

(5) Upon the change of ownership of a Property supplied with Utility Services, the new Owner shall apply for an Account with the MD, failing which the MD may deem an application to have been received from the new Owner of the Property and open an Account in the new Owner's name.

19. Security Deposits

(1) The Chief Administrative Officer may, in his or her sole discretion, at the time of a Customer's application for Utility Services or at any time thereafter require the Customer to post a security deposit or increase an existing security deposit.

(2) The Chief Administrative Officer may, in his or her sole discretion, determine that a Customer is not required to post a security deposit or is no longer required to maintain an existing security deposit.

(3) A deposit made by a Customer shall be returned to the Customer when a Customer's Utility Services are terminated and the Customer's Account is closed. Where a Customer's Utility Services are terminated and the Customer's Account is closed for non-payment, prior to any refund, the security deposit will be applied to the balance owing by the Customer to the MD.

(4) The MD is not obliged to pay interest on any security deposit held by the MD to a Customer.

20. Obligation to Pay

(1) The Chief Administrative Officer may add to a Customer's Account the charges for all Utility Services provided by the MD to the Customer, and the Customer is obligated to pay in full all such charges without reduction or set-off for any reason whatsoever, on or before the due date for the charges.

(2) For greater certainty, non-receipt of a bill or invoice does not relieve a Customer from the obligation to pay for Utility Services provided.

(3) No reduction in charges for Utility Services will be made because of any interruption of Utility Services supplied to or made available for use by any Customer due to any cause whatsoever.

(4) Billing shall be in accordance with the following:

(a) The amount of the billing shall be based upon the rates, fees and charges set out in this Bylaw, including, without restriction, Schedule "E";

(b) Customers shall be billed bi-monthly, or at such frequency as may be determined by the Chief Administrative Officer, in his or her discretion;

(c) For rates, fees and charges that are based on water consumption, the water consumption through Service Connections shall be determined by the applicable Meter reading, obtained at such frequency as may be determined by the Chief Administrative Officer in his or her discretion, with a

consumption estimate to be utilized in months for which no Meter reading is scheduled to occur;

- (d) Where a Meter reading is not obtainable a water consumption estimate may, at the Chief Administrative Officer's discretion, be used;
- (e) Where water consumption cannot be measured because a Meter has not been installed and Utility Service cannot be shut-off at the Curb Stop, the Customer will be charged the rates applicable to an "Unmetered Services" for Water Services.

(5) Where, pursuant to any provision of this Bylaw, a Service Connection that provides a Utility Service to a Customer has been disconnected, or a Utility Service has otherwise been shut-off or discontinued, the Customer shall continue, for the duration of the disconnection, shut-off or discontinuance of service, to be obligated to pay all applicable non-consumption related rates, fees and charges set out in this Bylaw, including, without restriction, all applicable flat rate or fixed rate charges for Water Services and Wastewater Services.

(6) Every Owner of a Property receiving Solid Waste Services shall pay the applicable rates, fees and charges for Solid Waste Services as set out in this Bylaw.

(7) Payment on Accounts may be made to the MD at such locations designated, and under any payment methods approved, by the Chief Administrative Officer from time to time.

21. Past Due Accounts

(1) A late payment charge shall be applied to all charges on a Customer's Account if the Customer's payment has not been received by the MD by the due date. The Customer may also be charged a dishonoured cheque charge for each cheque returned for insufficient funds.

(2) Any charge on a Customer's Account remaining unpaid after the due date will be in arrears and constitute a debt owing to the MD and is recoverable by any or all of the following methods, namely:

- (a) by action, in any Court of competent jurisdiction;
- (b) by disconnecting the Service Connection to the Customer or shutting-off a Utility Service, and imposing a re-connection fee prior to re-establishing Utility Services;
- (c) by the Chief Administrative Officer adding the outstanding Account balance to the tax roll of an Owner of a Property in accordance with the *Municipal Government Act*.

22. Discontinuance of Utility Services

(1) In addition to any other remedy available, if the Chief Administrative Officer believes there is any actual or threatened danger to life or Property, or in any other circumstances the nature of which, in the Chief Administrative Officer's sole judgment, requires such action, the Chief Administrative Officer has the right to, without prior notice to the Customer, discontinue the provision of Utility Services to a Customer or Property.

(2) In addition to any other remedy available, the Chief Administrative Officer may discontinue the provision of Utility Services to a Customer or Property after providing forty-eight (48) hours advance notice to the Customer in the following circumstances:

- (a) if the Customer neglects or refuses to pay when due any amounts required to be paid under this Bylaw, which amount is not the subject of a good faith dispute;
- (b) as required by law;
- (c) if the Customer is in violation of any provision of this Bylaw or any agreement between the Customer and the MD for the provision of Utility Services; or

(d) any other similar circumstances to those described above that the Chief Administrative Officer determines, in his or her sole discretion, acting reasonably, require the discontinuance of Utility Services upon forty-eight (48) hours' notice.

(3) When Utility Services are to be discontinued pursuant to subsection (1) or (2), the Chief Administrative Officer may use any means to discontinue the Utility Services, including, without restriction, disconnecting, shutting-off or sealing a Service Connection.

(4) The MD may impose, upon Customers, fees and charges, as set out in this Bylaw, for the discontinuance or disconnection of Utility Services and for the restoration or reconnection of Utility Services and may, in addition, require the Customer to reimburse the MD for any costs incurred by the MD in taking action under this section.

(5) Before the MD restores or reconnects Utility Services, the Customer shall pay:

(a) any amount owing to the MD for the provision of Utility Services;

(b) any amount owing pursuant to subsection (4); and

(c) any applicable security deposit.

23. Customer Requested Temporary Turn-off

(1) A Customer may request the MD to temporarily turn-off the water supply to the Customer's Property at the Curb Stop, subject to payment of the applicable fees and charges provided for in this Bylaw.

(2) A temporary turn-off of the water supply does not relieve the Customer from the obligation to pay any fixed rates or other charges associated with the Customer's Property being connected to the Water System.

24. The MD's Right of Entry

(1) As a condition of receipt of Utility Services and as operational needs dictate, authorized representatives of the MD shall have the right to enter a Customer's Property at all reasonable times, or at any time during an Emergency, for the purpose of:

(a) installing, inspecting, maintaining, replacing, testing, monitoring, reading or removing any facilities associated with the Water System or Wastewater System;

(b) investigating or responding to a Customer complaint or inquiry;

(c) conducting an unannounced inspection where the Chief Administrative Officer has reasonable grounds to believe that unauthorized use of water or interference with Facilities, including but not limited to a Meter, has occurred or is occurring; and

(d) for any other purpose incidental to the provision of Utility Services.

(2) The Chief Administrative Officer will make reasonable efforts to notify the Customer in advance of entering a Customer's property or to notify any other Person who is at the Customer's property and appears to have authority to permit entry, except:

(a) in cases of an Emergency;

(b) where entry is permitted by order of a court or other authority having jurisdiction;

(c) where otherwise legally empowered to enter;

(d) where the purpose of the entry is in accordance with subsection (1)(c) above.

(3) No Person shall hinder or prevent an Inspector from carrying out any of the Chief Administrative Officer's duties under this Bylaw.

(4) The Customer shall pay a no access fee sufficient to cover the MD's reasonable out-of-pocket and administrative costs, if the MD's lawful entry to a Customer's Property is prevented or hindered, whether by a Customer not keeping a scheduled appointment or for any other cause.

25. Removal of MD Facilities

Where any Customer discontinues Utility Services furnished by the MD, or the MD lawfully refuses to continue any longer to supply it, any authorized representative of the MD may at all reasonable times enter the Customer's Property to remove any Facilities in or upon such Property.

26. False Information

No Person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the MD pursuant to this Bylaw.

SCHEDULE "B"

TERMS AND CONDITIONS OF WATER SERVICES

PART 1 - GENERAL WATER SERVICES PROVISIONS

1. Water Conservation and Demand Management Measures

(1) The Chief Administrative Officer may, at such times and for such lengths of time as is considered necessary or advisable, implement Water Conservation and Demand Management Measures to restrict water usage in any or all parts of the MD.

(2) All water restrictions shall be duly advertised by posting on the MD's website or by use of local media, social media, print or otherwise, prior to taking effect.

(3) No Person shall contravene the terms or conditions of any Water Conservation and Demand Management Measures, without first obtaining the Chief Administrative Officer's authorization.

2. Requirement to Connect to Water System

(1) Subject to subsection (3), all developed Properties adjacent to a Distribution System Water Main must connect to the Water System on or before a date set by the Chief Administrative Officer.

(2) Subject to subsection (3), all new development, including redevelopment, on Property adjacent to a Water Main must connect to the Water System prior to occupancy.

(3) The Chief Administrative Officer may, in his or her discretion, exempt a given developed Property, new development or redevelopment from the connection requirement established by subsection (1) or (2), as applicable

(4) Where an exemption has been granted under subsection (3), the Chief Administrative Officer may, at any time after the granting of the exemption, require that the developed Property, new development or redevelopment in question be connected to the Water System within an alternate timeframe prescribed by the Chief Administrative Officer.

(5) If an Owner fails to take all required steps to connect the Owner's Property to the Water System when required, by this section, to do so, the MD may enter onto the Property in question and, at the Owner's sole expense, take any and all steps that the MD considers necessary to connect that Property to the Water System, including, without restriction, constructing a Private Water Line and related facilities on the Property.

3. Alternate Water Supply

(1) Subject to subsection (2), once a Property is connected to the Water System:

(a) no Person shall allow water to be supplied to that Property by way of a well, spring or other source of water supply that is not connected to the Water System; and

(b) any existing well, spring or other source of water supply not connected to the Water System, that is located on that Property, shall be decommissioned by the Owner, at the Owner's expense, in accordance with all applicable laws and regulations.

(2) The Chief Administrative Officer may allow a Person to maintain an alternate source of water supply subject to such terms and conditions as the Chief Administrative Officer deems necessary, which may include, without limiting the generality of the foregoing, restrictions on the period of time for which an alternate source of water supply may be used and the purposes for which it may be used.

(3) No Person who has been granted permission by the Chief Administrative Officer to maintain an alternate water supply under this section shall allow the alternate source of water to be connected, directly or indirectly, to the Water System.

4. Resale and Supply of Water

No Person shall, unless authorized by the Chief Administrative Officer in writing:

- (1) resell water obtained from the Water System to any other Person;
- (2) supply water obtained from the Water System to any Person who intends to sell the water; or
- (3) supply water from the Water System to any Property that could be supplied with water through its own Service Connection.

5. Unauthorized Use of Water

(1) No Person shall use water from the Water System, or allow water obtained from the Water System to be used:

- (a) in a manner that will impede water use by other Customers;
- (b) in a manner that is wasteful;
- (c) unless an Account has been opened by the Customer;
- (d) unless the water has first passed through a Meter, except in a case where, pursuant to this Bylaw, unmetered supply of water is specifically authorized; or
- (e) in any other unauthorized manner.

(2) If the Chief Administrative Officer finds an unauthorized use of water including, without restriction, as a result of any tampering with a Meter or other Facilities, the Chief Administrative Officer may make such changes in the MD's Meters, appliances, or other Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.

(3) Upon finding an unauthorized use of water, the Chief Administrative Officer may immediately disconnect the Service Connection or shut-off the water supply, without notice, and shall charge the Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the MD.

(4) A Person that uses water in contravention of this section shall pay the following charges:

- (a) the applicable rate for the water used and, where necessary, based on an estimate by the Chief Administrative Officer of the amount of water used in contravention of this section;
- (b) all costs incurred by the MD in dealing with the contravention; and
- (c) any other applicable fees or charges provided for in this Bylaw.

6. Authorizations and Approvals for Private Water Line

(1) Except where the MD has caused the installation to be performed by a private contractor, in accordance with this Bylaw, The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Water Line.

(2) The MD shall not be required to commence Water Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the MD's requirements applicable to the installation and operation of the Private Water Line. The MD reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

7. Temporary Water Services

The MD may provide temporary Water Services wherever practicable to a Customer for purposes of facilitating construction of a new development. The Customer will pay a rate, charge or fee for such Water Services as specified in this Bylaw. A Customer who is receiving temporary Water Services for the construction phase of a development ceases to be entitled to take temporary Water Services at the construction rate and is required to apply for permanent metered Water Services when

- (1) a MD final inspection is issued for the development; or
- (2) the development is being used for its intended purpose; whichever event occurs first.

8. Bulk Water

- (1) The MD may, at its discretion, make water available for sale at MD bulk water stations.
- (2) The MD is not obligated to supply water at its bulk water stations and the supply of water may be interrupted for any reason.

9. Transmission System Service Connections

- (1) The flow rate for any Transmission System Service Connection shall be 4 Litres per minute. All Service Connections on Rural Property and Redevelopments on Rural Property must be connected to a Cistern, Pressure Reducing Valve (PRV), and Flow Restriction device for pressurization of the Private Water Line, except as agreed to in writing by the Chief Administration Officer.
- (2) Existing Transmission System Service Connections without a separate Agreement under subsection (1) that do not meet the requirements of subsection (1) shall be considered Schedule E "Residential – Non Cistern" rate Customers.
- (3) Transmission System Service Connections are for residential, domestic, and municipal use only. Any Commercial or Agriculture use of water from the MD's Rural Transmission System is unauthorized use and enforceable under Schedule F.

PART II -WATER METERS

10. Provision and Ownership of Meters

- (1) All water supplied by the MD through each Service Connection shall be measured by one Meter unless the Chief Administrative Officer, in his or her sole discretion, has specified otherwise. A separate Curb Stop must be installed for each Meter.
- (2) The MD shall, at the Customer's sole cost, supply one or more Meters for the purpose of measuring the volume of water delivered to a Customer by way of a Service Connection. Each Meter shall remain the sole property of the MD, notwithstanding the Customer has paid all applicable fees and charges of supply, unless the Chief Administrative Officer and the Customer have expressly agreed in writing otherwise.
- (3) In the case of new construction on Property adjacent to a Water Main, a Customer's Property may only be occupied after the Meter is installed and an Account opened.
- (4) If a Customer fails or refuses to permit a Meter to be installed on the Customer's Property, as required by this section, the MD may, without restricting any other remedies provided for in this Bylaw or by statute or under the common law, charge the Customer for Water Services at the rates prescribed in this Bylaw for an "Unmetered Service".

11. Responsibilities of Customer

- (1) Each Customer shall ensure that a location on the Customer's Property for Meter installation is provided, and that access to the Meter is provided for the purpose of reading or servicing the Meter, in accordance with all applicable Water Service Guidelines.

(2) Each Customer shall provide adequate protection for the Meter supplied by the MD against freezing, heat or any internal or external damage.

(3) When a Meter is damaged due to frost, heat or any other condition or means against which the Customer neglected to provide adequate protection, the cost of removal and repair or replacement of the Meter shall be borne by the Customer.

12. General Meter Restrictions

(1) Unless written authorization is provided by the Chief Administrative Officer, no Person other than an authorized agent of the MD shall install, test, remove, repair, replace, or disconnect a Meter.

(2) No Person shall break, tamper, or interfere with any Meter including, without restriction, any seal attached thereto.

(3) If a Meter is lost, damaged or destroyed, the Customer shall pay all applicable fees and charges for the Meter removal, repair and reinstallation or for replacing the Meter.

(4) No Person shall obstruct or impede direct and convenient access to Meters for the purpose of inspection, removal, repair, replacement or reading.

13. Access to Meters

(1) The Chief Administrative Officer may, at any reasonable time, read, inspect, remove, repair, replace or test a Meter installed on Property owned or controlled by the Customer.

(2) The Chief Administrative Officer may schedule and administer regular maintenance, inspection and replacement programs for Meters.

14. Remote Meter Reading

(1) Without limiting the generality of section 12 of this Schedule, the Chief Administrative Officer may, at any reasonable time, and at the Customer's sole cost, replace a Meter, or require a Meter to be replaced, with a Meter capable of being read remotely.

(2) If a Customer denies the Chief Administrative Officer access to the Customer's premises or in any way hinders or obstructs the Chief Administrative Officer's installation of a Meter that can be read remotely, or refuses to replace a Meter with a Meter that can be read remotely when required by the Chief Administrative Officer, then, without limiting any other remedy available pursuant to this Bylaw, by statute or common law, the Customer may be deemed to be an "Unmetered Service" and charged accordingly for Water Services even if the Customer has a pre-existing Meter.

15. Meter Readings

Where 3 consecutive estimated Meter readings have been used for billing purposes due to the Meter not being read by an authorized representative of the MD as a result of the Customer failing to provide or allow the MD access to the Meter during a billing period:

(1) a notice may be left at the Customer's address requesting the Customer to contact the Chief Administrative Officer within two (2) working days, advising of the date and time that the Chief Administrative Officer will be able to have access to the Meter for the purpose of obtaining an actual Meter reading; or

(2) in the case where the Customer does not contact the Chief Administrative Officer within two (2) working days, the MD may disconnect the Service Connection or shut-off Utility Services, without any further notice, until such time as an actual Meter reading can be obtained.

16. Meter Testing

(1) At the request of a Customer, the Chief Administrative Officer shall arrange for on-site Meter verification and, if necessary, shall arrange for a Meter to be tested by a

person qualified to perform such work. If, upon verification or testing or both, the Meter is found to be recording accurately, which for this purpose is defined as recording between 98.5% and 101.5% of actual consumption, then the Customer shall pay all applicable fees and charges for this service.

(2) If the Meter is found to be recording inaccurately, as defined above:

- (a) the MD shall waive the Meter Test Charge set forth in Schedule "E" of this Bylaw; and
- (b) the MD shall repair or replace, or require a Meter to be replaced, and perform any required testing. The Customer shall be responsible for, and shall pay any applicable fee or charge set forth in this Bylaw; and
- (c) subject to subsection (3), the Account based on the readings of that Meter during the period of 3 months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Customer shall pay, or shall be refunded, as the case may be, the amount so determined, which payment or refund shall be accepted by both the MD and the Customer in full settlement of any claim that may arise out of the error in the Meter.

(3) The Chief Administrative Officer may at any time inspect or test any Meter, on its own initiative, regardless of whether the Customer has requested inspection or testing. In such case no fees or charges are payable by the Customer.

17. Circumvention of Meter

(1) If under any circumstances, a Person other than an authorized agent of the MD prevents a Meter from accurately recording the total volume of water supplied, the MD may disconnect the Service Connection, shut-off Utility Services or take other appropriate actions to ensure access to accurate Meter data or both.

(2) The Chief Administrative Officer may then estimate the demand and amount of water supplied but not recorded by the Meter at the Service Connection. The Customer shall pay the cost of the estimated water consumption plus all costs related to the investigation and resolution of the matter.

PART III - FIRE PROTECTION

18. Use of Water from Fire Hydrants

(1) Unless authorized by the Chief Administrative Officer, no Person shall operate or interfere with a fire hydrant, whether owned by the MD or privately owned, except as necessary for firefighting, flushing, and maintenance purposes.

(2) A Customer requesting authorization to use water from a MD owned fire hydrant shall apply to the Chief Administrative Officer by paying all associated fees (per Schedule "E") and supplying information regarding the location of the fire hydrant to be accessed, the manner in which it will be used, and any other information that may be reasonably required by the Chief Administrative Officer.

(3) The Chief Administrative Officer will advise the Customer whether and on what terms the MD is prepared to authorize use of a MD owned fire hydrant and any conditions, including without limitation, payments by the Customer, Water Meter, valves, pipes and fittings required that must be satisfied as a condition of using a MD owned fire hydrant.

(4) The Chief Administrative Officer may, in his or her discretion, exempt a given Customer the associated fees established by subsection (2).

19. Interference with Fire Hydrants

(1) No Person shall do anything to obstruct access to, or interfere with the operation of, a fire hydrant.

(2) Each Customer who owns Property on which a fire hydrant is located or Property that is adjacent to Property on which a fire hydrant is located shall maintain a clearance

of at least 3 feet around a fire hydrant and shall not permit anything to be constructed, erected, placed or planted within that minimum clearance.

20. Private Fire Protection Equipment

(1) In this section "Private Fire Protection Equipment" means equipment, infrastructure or facilities, not owned by the MD, which is located on a Customer's Property and is intended to be used to provide fire protection, including, without limiting the generality of the foregoing, private fire hydrants, fire sprinklers and outlets for fire hoses.

(2) No Customer shall connect Private Fire Protection Equipment to the Water System without first applying for, and obtaining, the written approval of the Chief Administrative Officer.

(3) A Person applying for approval under subsection (2) shall pay any applicable fee and provide the Chief Administrative Officer with all information that the Chief Administrative Officer may require.

(4) The Chief Administrative Officer may, in his or her discretion, acting reasonably, approve or reject an application under subsection (2) and may, in granting an approval, impose conditions or requirements on the Customer, which may include, without restriction, a requirement that a separate Service Connection be constructed and installed, at the Customer's sole cost, for the purpose of supplying the Private Fire Protection Equipment.

(5) The MD does not guarantee or warrant that the Water System, or any portion thereof, will be capable of connecting to and/or adequately supplying Private Fire Protection Equipment on a Customer's Property and, without limiting the authority of the Chief Administrative Officer under subsection (4), an application under subsection (2) may be rejected if the Chief Administrative Officer determines that the Water System, or portion thereof, is not capable of connecting to or adequately supplying the proposed Private Fire Protection Equipment.

(6) A separate Service Connection for fire protection that is installed pursuant to subsection (4) shall only be utilized to supply water for fire protection purposes.

(7) Where a separate Service Connection for fire protection is required pursuant to subsection (4), the Chief Administrative Officer may require that a separate Meter be installed on that Service Connection at the sole expense of the Customer.

(8) A Customer that installs Private Fire Protection Equipment is responsible for complying with any applicable laws and regulations that relate to the installation, operation and maintenance of that Fire Protection Equipment.

(9) A Customer shall ensure that all Private Fire Protection Equipment located on the Customer's Property maintains an adequate volume, pressure and flow rate of water required for firefighting purposes.

(10) The Chief Administrative Officer may, at any reasonable time, inspect and test Private Fire Protection Equipment.

PART IV - CROSS CONNECTIONS

21. Cross Connections

(1) No Person shall install, or allow to exist, any Cross Connection that could cause or allow drinking water in any part of the Water System to become contaminated or polluted in any way.

(2) Where the Chief Administrative Officer determines that there exists a Cross Connection prohibited by this section, the Chief Administrative Officer shall give notice to the Customer to correct the Cross Connection at the expense of the Customer within the time specified in the notice and may, in addition to any other legal remedy, immediately disconnect the Service Connection or shut-off the water supply for such time as the prohibited Cross Connection continues.

22. Cross Connection Control Devices

(1) The Chief Administrative Officer may, in his or her discretion, require any Customer to install, at the Customer's expense, one or more Cross Connection Control Devices on Private Water Lines servicing the Customer's Property, in locations approved by the Chief Administrative Officer.

(2) A Customer is responsible, at the Customer's expense, for ensuring that Cross Connection Control Devices located on the Customer's Property are installed, and regularly inspected, repaired and maintained, by a Person certified and qualified to install, inspect, repair and maintain Cross Connection Control Devices.

PART V - OTHER FACILITIES

23. Operation of Curb Stops

(1) No Person, other than an authorized representative of the MD, shall operate a Curb Stop on any Property.

(2) No Person shall interfere with, damage or obstruct access to any Curb Stop.

24. Boilers

Where a boiler is supplied with water from the Water System, the Customer shall ensure that a safety valve or other appropriate device is installed to prevent danger from collapse or explosion if water supply to the Customer is disconnected or otherwise discontinued.

25. Water Softeners Prohibited

No Person shall cause or permit an Ion Exchange Water Softener to be installed along a Private Water Line or within any premises receiving Water Services.

SCHEDULE "C"

TERMS AND CONDITIONS OF WASTEWATER SERVICES

1. Unauthorized Use of Wastewater System

(1) No Person shall use the Wastewater System, or allow the Wastewater System to be used:

- (a) in a manner that will impede the Wastewater System's use by other Customers;
- (b) unless an Account has been opened by the Customer; or
- (c) in any other unauthorized manner.

(2) If the Chief Administrative Officer finds an unauthorized use of the Wastewater System including without restriction any tampering with any of the Facilities, the Chief Administrative Officer may make such changes in its Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.

(3) Upon finding an unauthorized use of the Wastewater System, the Chief Administrative Officer may immediately disconnect the Service Connection or shut-off Wastewater Services, without notice, and shall charge the Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the MD.

(4) A Person that uses the Wastewater System in contravention of this section shall pay the following charges:

- (a) the applicable rate for the Wastewater Services used based on an estimate by the Chief Administrative Officer of the value the contravention of this section;
- (b) all costs incurred by the MD in dealing with the contravention; and
- (c) any other applicable fees or charges provided for in this Bylaw.

2. Requirement to Connect to Wastewater System

(1) Subject to subsection (3), all developed Properties adjacent to a Wastewater Main must be connected to the Wastewater System on or before on or before a date set by the Chief Administrative Officer.

(2) Subject to subsection (3), all new development, including redevelopment, on Properties adjacent to a Wastewater Main must connect to the Wastewater System prior to occupancy.

(3) The Chief Administrative Officer may, in his or her discretion, exempt a given developed Property, new development or redevelopment from the connection requirement established by subsection (1) or (2), as applicable.

(4) Where an exemption has been granted under subsection (3), the Chief Administrative Officer may, at any time after the granting of the exemption, require that the developed Property, new development or redevelopment in question be connected to the Wastewater System within an alternate timeframe prescribed by the Chief Administrative Officer.

(5) If an Owner fails to take all required steps to connect the Owner's Property to the Wastewater System when required, by this section, to do so, the MD may enter onto the Property in question and, at the Owner's sole expense, take any and all steps that the MD considers necessary to connect that Property to the Wastewater System, including, without restriction, constructing a Private Drainage Line and related facilities on the Property.

(6) The Owner of a Property in respect of which the Chief Administrative Officer has provided an exemption under subsection (2) shall install, at the Owner's expense, a Private Wastewater Disposal System that meets the approval of the Chief Administrative Officer.

(7) An Owner who installs a Private Wastewater Disposal System pursuant to subsection (6) shall be responsible for obtaining, and complying with, all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Wastewater Disposal System, and for complying with all applicable laws and regulations.

3. Alternate Wastewater System

(1) Subject to subsection (2), once a Property is connected to the Wastewater System:

- (a) no Person shall, unless authorized in writing by the Chief Administrative Officer, continue to use any Private Wastewater Disposal System located on that Property for the collection or disposal of Wastewater; and
- (b) any existing Private Wastewater Disposal System that is located on the Property shall be decommissioned, at the Owner's expense, in accordance with all applicable laws and regulations.

(2) The Chief Administrative Officer may allow a Person to maintain a Private Wastewater Disposal System subject to such terms and conditions as the Chief Administrative Officer deems necessary, which may include, without limiting the generality of the foregoing, restrictions on the period of time for which the Private Wastewater Disposal System may be used and the purposes for which it may be used.

(3) No Person who has been granted permission by the Chief Administrative Officer to maintain a Private Wastewater Disposal System shall allow that alternate facility to be connected, directly or indirectly, to the Wastewater System.

4. Authorizations and Approvals for Private Wastewater Line

(1) Except where the MD has caused the installation to be performed by a private contractor, in accordance with this Bylaw, the Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Wastewater Line.

(2) The MD shall not be required to commence Wastewater Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the MD's requirements applicable to the installation and operation of the Private Wastewater Line. The MD reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

5. Discharge into Wastewater System

(1) Except as agreed to in writing by the Chief Administrative Officer, no Person shall discharge or permit to be discharged into the Wastewater System any matter other than domestic Wastewater resulting from normal human living processes.

(2) For greater certainty, and without in any way restricting subsection (1), no Person shall discharge or permit to be discharged into the Wastewater System:

- (a) any matter containing Hazardous Waste;
- (b) any substance that may cause the MD to be in violation of any regulatory or operating licence, approval or permit for the Wastewater System;
- (c) any flammable liquid or explosive matter which, by itself or in combination with any other substance, is capable of causing or contributing to an explosion or supporting combustion, including, without restriction, hydrocarbon substances such as gasoline and diesel fuel;
- (d) any matter which, by itself or in combination with any other substance, is capable of obstructing the flow of or interfering with the operation or performance of the Wastewater System including, without restriction, grease

and solid substances such as sand, grit, mud, plastics, rags, sanitary napkins and wet wipes;

- (e) any matter with corrosive properties which, by itself or in combination with any other substance, may cause damage to the Wastewater System;
- (f) any substance having a pH of less than 5.5 or greater than 10;
- (g) pharmaceuticals;
- (h) corrosive or toxic substances, including, without restriction, pesticides and herbicides;
- (i) radioactive materials;
- (j) condensing water,
- (k) the contents of any privy vault, manure pit or cesspool;
- (l) the contents of a sump pump;
- (m) storm water or surface water; or
- (n) any waste or by-product that has been generated by an Ion Exchange Water Softener

6. Commercial or Industrial Wastewater

(1) No Wastewater or other matter resulting from any commercial, trade, industrial or manufacturing process shall be discharged or permitted to be discharged into the Wastewater System unless prior approval has been granted by the Chief Administrative Officer and only then after any required pre-treatment of the Wastewater or other matter, as prescribed by the Chief Administrative Officer.

(2) All necessary pre-treatment equipment or works shall be installed by the Customer, at the Customer's sole expense, prior to the construction of the Service Connection and thereafter shall be continuously maintained and operated by the Customer.

7. Overstrength Surcharge

(1) In this section:

- (a) "Additional Overstrength Concentration Limit" means the concentration limit, in mg/L, of a Substance set out in Schedule "G" of this Bylaw;
- (b) "Additional Overstrength Surcharge Mass" means the mass, in kg, of a Substance, to which an Additional Overstrength Surcharge is applied, which mass is determined by applying the following formula:

$$\text{Additional Overstrength Surcharge Mass} = ((\text{Measured Substance Concentration} - \text{Additional Overstrength Concentration Limit}) \times \text{Water Volume}) \times 1/1,000,000 \text{ (to convert mg to kg);}$$

- (c) "Substance" means a substance identified in Schedule "G" of this Bylaw;
- (d) "Overstrength Concentration Limit" means the concentration limit, in mg/L, of a Substance set out in Schedule "G" of this Bylaw;
- (e) "Overstrength Surcharge Mass" means the mass, in kg, of a Substance, to which an Overstrength Surcharge is applied, which mass is determined by applying the following formula:

$$\text{Overstrength Surcharge Mass} = ((\text{Measured Substance Concentration} - \text{Overstrength Concentration Limit}) \times \text{Water Volume}) \times 1/1,000,000 \text{ (to convert mg to kg)}$$

- (f) "Measured Substance Concentration" means the concentration, in mg/L, of a Substance found in Wastewater discharged, by the Customer, into the Wastewater System; and

(g) **“Water Volume”** means:

- (i) In the case of a planned high discharge event, where the Customer has communicated their intention, to the MD, to discharge, into the Wastewater System, Wastewater containing one or more Substances with Measured Substance Concentrations that exceed the applicable Overstrength Concentration Limit, and the MD has confirmed the Customer’s ability to do so during a specific date and time, the actual amount of Wastewater discharged by the Customer, measured in a manner acceptable to the MD; and
- (ii) In all other situations:
 - i. if the Property in question receives metered water service from the MD, the volume of treated water delivered to, or consumed by, the Customer during the relevant period; and
 - ii. if the Property in question does not receive metered water service from the MD, the volume of Wastewater discharged by the Customer into the Wastewater System during the relevant period;

as determined by the MD.

(2) The MD may impose Overstrength Surcharges upon Customers who discharge, into the Wastewater System, Wastewater containing one or more Substances with Measured Substance Concentrations that exceed the applicable Overstrength Concentration Limit.

(3) The MD may impose Additional Overstrength Surcharges upon Customers who discharge, into the Wastewater System, Wastewater containing one or more Substances with Measured Substance Concentrations that exceed the applicable Additional Overstrength Concentration Limit, and, for greater certainty, such Additional Overstrength Surcharges shall be payable in addition to, not in lieu of, the applicable Overstrength Surcharge.

(4) The Overstrength Surcharges payable per unit of Overstrength Surcharge Mass and the Additional Overstrength Surcharges payable per unit of Additional Overstrength Surcharge Mass are set out within Schedule “E”.

(5) Overstrength Surcharges and Additional Overstrength Surcharges are payable in addition to any other rates, fees and charges payable for, or in connection with, Wastewater Services.

(6) Testing to identify Substances present, and Measured Substance Concentrations, for the purpose of calculating Overstrength Surcharges and Additional Overstrength Surcharges, shall be conducted by the MD, or by the Customer to the satisfaction of the MD that a representative sample is obtained, using automated sampling devices or in accordance with the following manual sampling protocol:

- (a) samples from the Wastewater produced at a location will be collected each day for a minimum of two days or for the duration of a planned high discharge event, whichever is shorter;
- (b) a minimum of four samples of equal volume shall be taken each day or during a planned high discharge event. Such samples are to be taken at least one hour apart or, if a planned high discharge event is shorter than four hours, the time between the samples shall be reduced to ensure four samples are taken during the high discharge event;
- (c) the analysis shall be conducted on a composite sample made of the samples noted in subsections (a) and (b); and
- (d) the respective results of these tests for the times when samples are taken, shall be averaged to determine the characteristics and concentration of the Wastewater being discharged into the Wastewater System.

8. No Dilution

No Person shall dilute, or permit to be diluted, any Wastewater in order to enable its discharge in compliance with these Terms and Conditions.

9. Protection of Wastewater System

(1) No Person shall remove, damage, destroy, alter or tamper with any Facilities forming part of the Wastewater System, except as authorized by the Chief Administrative Officer.

(2) No Person shall interfere with the free discharge of any Wastewater Main or part thereof, or do any act or thing that may impede or obstruct the flow to, or clog up, the Wastewater System.

(3) No Person shall connect any storm drain, weeping tile or sump pump to any portion of the Wastewater System.

(4) In case of a blockage, either wholly in in part, of the Wastewater System by reason of negligence or the failure or omission to strictly comply with the provisions of this Bylaw, the Customer concerned or Person responsible shall be liable for all clogs and the cleaning of such blockages and for any other amount for which the MD may be held liable for due to such blockages.

10. Hauled Wastewater

(1) No Person shall discharge or permit the discharge of hauled Wastewater except at a hauled Wastewater discharge location approved by the Chief Administrative Officer and only then in accordance with any terms and conditions imposed by the Chief Administrative Officer, including payment of applicable fees and charges.

(2) If a hauled Wastewater discharge location has been identified, by the MD, as a Recreational Vehicle discharge or dump location, that location shall be used solely for the purpose of discharging Wastewater from Recreational Vehicles, and no Person shall discharge or permit the discharge, at that location, of Wastewater from any vehicle, container, structure or thing other than a Recreational Vehicle.

11. Food-Related Grease Interceptors

(1) Every Customer who is the Owner or operator of a restaurant or other commercial, institutional, Industrial, commercial or Institutional premises where food is cooked, processed or prepared, for which the premises is connected directly or indirectly to the Wastewater System, shall take all necessary measures to ensure that Oil and Grease are prevented from entering the Wastewater System in excess of the provisions of this Bylaw.

(2) The Customer referred to in subsection (1) shall install, operate, and properly maintain, at the Customer's expense, an Oil and Grease interceptor in any piping system at its premises that connects directly or indirectly to the Wastewater System. The Oil and Grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code and the National Plumbing Code of Canada.

12. Vehicle and Equipment Service Oil and Grease Interceptors

(1) Every Customer who is the Owner or operator of a vehicle or equipment service station, repair shop or garage or of a commercial, industrial or institutional premises or any other establishment where motor vehicles are repaired, lubricated or maintained and where the discharge is directly or indirectly connected to the Wastewater System shall install an Oil and Grease interceptor designed to prevent motor oil and lubricating grease from passing into the Wastewater System in excess of the limits in this Bylaw.

(2) The Customer referred to in subsection (1) shall install, operate, and properly maintain an Oil and Grease interceptor in any piping system at its premises that connects directly or indirectly to the Wastewater System. The Oil and Grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code and be maintained as recommended by the Canadian Fuels Association (formerly the Canadian Petroleum Products Institute).

13. Sediment Interceptors

(1) Every Customer who is the Owner or operator of premises from which sediment may directly or indirectly enter the Wastewater System, including but not limited to premises using a ramp drain or area drain and vehicle wash establishments, shall take all necessary measures to ensure that such sediment is prevented from entering the Wastewater System in excess of the limits in this Bylaw.

14. Spills

(1) Any Person who discharges or permits the discharge of any Wastewater or other matter contrary to this Bylaw shall, immediately after becoming aware of the discharge, notify:

- (a) the Chief Administrative Officer and provide the following information:
 - (i) name of the Person causing or permitting the discharge;
 - (ii) location of the release;
 - (iii) name and contact information of the Person reporting the discharge;
 - (iv) date and time of the discharge;
 - (v) type of material discharged and any known associated hazards;
 - (vi) volume of the material discharged; and
 - (vii) corrective action being taken, or anticipated to be taken, to control the discharge;
- (b) the Owner of the Property, where the Person reporting the discharge is not the Owner and knows, or is readily able to ascertain the identity of the Owner; and
- (c) any other Person whom the Person reporting knows or ought to know may be directly affected by the discharge.

(2) The Person who discharged or permitted the discharge pursuant to subsection (1) shall, as soon as the Person becomes aware or ought to have become aware of the discharge, take all reasonable measures to:

- (a) confine, remedy and repair the effects of the discharge; and
- (b) remove or otherwise dispose of the matter in a lawful manner so as to minimize all adverse effects.

SCHEDULE "D"

TERMS AND CONDITIONS OF SOLID WASTE SERVICES

1. Collection Services

(1) The Chief Administrative Officer is authorized to establish the Collection Schedule and establish methods of Waste collection and disposal.

(2) Regular Collection shall occur on a weekly basis in the Collection Area. Regular Collection for properties located outside the Collection Area shall be on an as needed basis, but shall not exceed four collections per month. Additional collections may be scheduled if and when required, at the discretion of Chief Administrative Officer. Customers shall pay the applicable fee or charge set forth in Schedule "E" of this Bylaw.

(3) Where feasible and practical for the MD, the Chief Administrative Officer may authorize Solid Waste Services for a Property located outside the Collection Area, subject to the Owner of that Property complying with all relevant portions of this Bylaw.

(4) The Owner or Occupant of any Property not described in subsection (1) or (2) shall, either personally or by employees, contractors or agents, and in compliance with all applicable federal, provincial and municipal laws, promptly remove and dispose of all Waste generated on the Property at an approved waste transfer station or landfill, at the Owner or Occupant's sole expense.

2. Prohibited Waste

(1) No Person shall set out, or permit to be set out, any Waste for collection other than Household Waste in accordance with this Bylaw including, without limiting the foregoing:

- (a) Household Waste generated by any Property outside of the Collection Area;
- (b) animal carcasses;
- (c) Bulk Waste;
- (d) Commercial Waste;
- (e) Construction Waste;
- (f) Hazardous Waste;
- (g) hot ashes; or
- (h) Liquid Waste.

3. Waste Collection Fees

(1) Every Owner of Property located within the Collection Area shall pay to the MD the Waste Collection Fee specified in Schedule "E" of this Bylaw.

(2) The Waste Collection Fee referred to in subsection (1) shall apply regardless of whether Waste is set out at the Property, the Property generates Waste or where all or a portion of a Residential Premises or Non-Residential Premises located on the Property is vacant.

(3) Every Owner of Property located outside of the Collection Area that has been authorized to receive Solid Waste Services in accordance with this Bylaw shall pay to the MD the Waste Collection Fee specified in Schedule "E" of this Bylaw.

(4) The Waste Collection Fee referred to in subsection (3) shall only apply while the Property receives Solid Waste Services.

4. Preparing Waste for Collection

- (1) No Person shall set out, or permit to be set out, Waste for collection without ensuring that the Waste has been prepared for collection in accordance with the following:
 - (a) all Waste must be secured within a Waste Receptacle or a Garbage Bag;
 - (b) despite subsection (a), yard materials such as clippings from shrubs and trees may be compacted and securely tied in bundles not exceeding 1.2m in length and 25kg in weight, and placed beside the Waste Receptacle;
 - (c) wet Waste must be thoroughly drained, double-bagged and tied securely;
 - (d) light, dusty materials such as cooled ashes, sawdust, powders, vacuum cleaner bags, furnace filters and absorbents must be placed in a sealed disposable container;
 - (e) objectionable materials including animal feces and diapers must be double-bagged and tied securely; and
 - (f) sharp or dangerous items, including broken glass, razor blades, sheet metal scraps and items with exposed screws or nails must be contained within protective packaging (sturdy, sealed cardboard box or rigid disposable plastic container);

5. Waste Receptacles

- (1) The contents of a Waste Receptacle must not be packed or jammed into the Waste Receptacle to the extent that the contents will not fall freely from the Waste Receptacle during Collection activities.
- (2) The contents of a Waste Receptacle must not prevent the closure of the lid.
- (3) Waste Receptacle lids must not be chained or tied to the Waste Receptacle.
- (4) Waste Receptacles must not be chained or tied to fences or Waste Container enclosures.
- (5) Animal Resistant Receptacles are required when deemed necessary.
- (6) Animal Resistant Receptacles need to be latched and regularly cleaned to function as intended.

6. Curbside Collection

- (1) All Waste Collection shall be from a front yard, curbside location unless otherwise authorized by the Chief Administrative Officer.
- (2) A Person setting out Waste for Collection shall ensure that:
 - (a) all Waste Receptacles and Garbage Bags are placed near the front property line; and
 - (b) convenient and unobstructed access to Waste Receptacles and Garbage Bags is maintained at all times.
- (3) No Person shall set out Waste for collection in a location that is unsafe, obstructed, poorly maintained, uneven or that otherwise prevents a Waste Collector from collecting Waste in a safe and efficient manner.

7. Setting Out Waste for Collection

- (1) Waste must be set out for collection by 8:00 a.m. on the morning of the scheduled collection day.
- (2) No Person shall set out Waste for collection before 5:00 p.m. on the day prior to the scheduled collection day.

(3) The Property Owner shall be responsible any litter created as a result of interference with the bag by any person or thing.

8. Waste Collection

(1) Waste collection from any location may occur at any time during the collection day (7:00 a.m. to 5:00 p.m.) and actual collection may vary on a weekly or seasonal basis.

(2) Collection shall occur on a weekly basis. Additional collections may be scheduled if and when required, at the discretion of Chief Administrative Officer.

(3) If a civic holiday occurs on the scheduled collection day, collection will be made within two (2) days of the holiday.

(4) In the event of severe weather or unusually large Waste volumes, the Chief Administrative Officer may alter the Collection Schedule for part or all of the Collection Area to include the day before and the day after the regularly scheduled collection day.

9. Ownership of Waste

(1) All Waste set out for collection remains the property of the Person placing the Waste for collection until accepted by the MD at the time of collection.

10. Withholding Collection Services

(1) Waste Collectors are authorized to withhold collection of improperly prepared Waste, prohibited Waste, excessive quantities of Waste, or Waste located at unsafe or non-compliant locations.

11. Damage to Waste Receptacles

(1) The MD is not responsible for damage to Waste Receptacles resulting from normal, repetitive activity or for lost Waste Receptacles, including lids.

12. Interference with Waste Receptacles

(1) No Person other than an authorized Waste Collector or the Person placing Waste in a Waste Receptacle or Garbage Bag shall interfere with, disturb, add to or remove the contents of a Waste Receptacle or Garbage Bag set out for collection.

13. Entering Private Property

(1) Waste Collectors shall not be required to enter onto private Property to collect Waste unless such entry is necessary or desirable, in the discretion of the Chief Administrative Officer.

(2) Waste Collectors are authorized to enter the front yard of any private Property at all reasonable times for the purpose of carrying out their duties.

(3) The MD will not be responsible for any damage to roads or infrastructure located on private Property resulting from legitimate operation of Waste collection vehicles during Waste collection activity on that private Property.

SCHEDULE "E"

RATES, FEES AND CHARGES

1. Water and Wastewater Rates

The rates for Water Services and Wastewater Services are as follows:

(1) Bi-Monthly Rates – Hamlets and Distribution System Connections

	Water Base (flat rate)	Consumption (/cubic metre)	Bulk Water (/cubic metre)	Sewer (flat rate)
Residential	\$20.00	\$1.15/m ³	-	\$12.00
Commercial	\$50.00	\$1.50/m ³	\$2.20/m ³	\$50.00

(2) Bi-Monthly Rates - Rural Transmission System Connections

	Water Base (flat rate)	Consumption (/cubic metre)	Bulk Water (/cubic metre)	Sewer (flat rate)
Residential– Cistern/PRV	\$20.00	\$1.15/m ³	-	-
Residential – Non Cistern	\$25.00	\$1.32/m ³	-	-

(3) Bulk Water Filling

	Water Base (flat rate)	Consumption (/cubic metre)
Bulk Fill Stations	-	\$2.64/m ³
Fire Hydrants	\$5.00	\$2.64/m ³

(4) Monthly Water and Waste Water Service Rates Through Agreements

Province of Alberta (Parks) Agreement - Castle River and Syncline

\$200.00/line base rate for capital repair and replacement, @ \$1.50/m³ for consumption. The Province handles waste water and solid waste outside of this Bylaw. Repair and replacement of the distribution system within the Parks Zone will be as per Agreement with the Crown.

Village of Cowley Agreement

\$300.00 base rate for capital repair and replacement, @ 1.15/m³ for consumption. Repair and replacement of the distribution system within the Village of Cowley will be as per the Agreement.

Castle Mountain Resort Agreement

\$2500.00 base rate for capital repair and replacement, @ \$1.50/m³ for consumption. CMR has its own system for waste water and another agreement for Solid Waste. Repair and replacement of the distribution system within the Resort will be the sole responsibility of CMR Inc.

Temporary Unmetered Water

- \$125.00 / month for residential water
- \$200.00 / month for commercial - for under 2" meter size / line
- \$300.00 / month for commercial - for anything over 2" meter size / line

2. New Service Connection Fees

The amounts payable for connecting the Private Water Line or Private Drainage Line, or both, on a Customer’s Property to the MD’s Water Main and/or Wastewater Main, as applicable, to complete a new Service Connection so that Water Services and/or Wastewater Services to the Customer’s Property may be commenced are as follows:

- (1) Water Services Only: Actual cost incurred by the MD in relation to the connection, plus 5%;
- (2) Wastewater Services Only: Actual cost incurred by the MD in relation to the connection, plus 5%;

- (3) Combined Water/Wastewater Services: Actual cost incurred by the MD in relation to the connection, plus 5%;

and such amounts shall be paid in accordance with the Utility Services Guidelines.

3. Additional Service Charges

The fees and charges payable for additional Water and Wastewater Services are as follows:

- (1) Water Turn-On/Turn-Off Charge (at Customer request): \$75.00 per visit
- (2) Supply of Meter: Actual cost incurred by the MD in obtaining the Meter + 5%
- (3) Meter Installation/Removal Charge: Actual cost incurred by the MD + 5%
- (4) Meter Test Charge: \$200.00
- (5) Meter Repairs or Other Costs Associated with Meters: Actual cost incurred by the MD + 5%

4. Overstrength Surcharges

(1) The following Over Strength Surcharges and Additional Over Strength Surcharges are hereby established:

Substance	Over Strength Surcharge (per kg of Over Strength Surcharge Mass)	Additional Over Strength Surcharge (per kg of Additional Over Strength Surcharge Mass)
Biochemical Oxygen Demand (BOD)	\$0.15	\$0.15
Chemical Oxygen Demand (COD)	\$0.15	\$0.15
Oil and Grease (O&G) – Animal and Vegetable + Mineral and synthetic/hydrocarbon	\$0.15	\$0.15
Total <i>Suspended Solids</i> (TSS)	\$0.10	\$0.10
Total Kjeldahl Nitrogen (TKN)	\$1.00	\$1.00
Total Phosphorus (TP)	\$6.25	\$6.25

(2) For greater certainty, when the Measured Substance Concentration exceeds the corresponding Additional Over Strength Concentration Limit, an Additional Over Strength Surcharge will be payable in addition to, not in lieu of, the applicable Over Strength Surcharge.

5. Solid Waste Services

The rates for Solid Waste Services are as follows:

Bi-Monthly Rates – Collection Area

	Bi-Monthly	Per Extra Trip
Residential	\$20.00	N/A
Commercial	\$40.00	\$40.00

6. Miscellaneous Service Fees and Charges

(1) A late payment charge of 1.5% per month, not compounded, will be applied to all charges on a Customer's Account, if the Customer's payment is not received by the MD within 30 days from the date of issuance of the bill in respect of the charges.

(2) A dishonoured cheque charge of \$25.00 will be applied for each cheque returned for insufficient funds.

SCHEDULE "F"

SPECIFIED PENALTIES

	Section	1st offence	2nd offence*
Obstruct an Authorized representative	s. 16	\$200.00	\$300.00
Backfill before Service Connection Inspection	Sch. A s. 6(3)(c)	\$250.00	\$500.00
Contravention of Repair and Maintenance Requirements	Sch. A s. 7	\$200.00	\$300.00
Interfere with Another Customer's Service Connection /Utility Services	Sch. A s. 10(2)	\$500.00	\$1,000.00
Obstruct access to Facilities	Sch. A s. 13(1)	\$100.00	\$250.00
Failure to manage vegetation on Property	Sch. A s. 13(2)	\$100.00	\$200.00
Install structure that interferes with proper and safe operation of Facilities	Sch. A. s. 13(3)	\$200.00	\$500.00
Interfere with or alter Facilities	Sch. A s. 14	\$500.00	\$1,000.00
Extend Customer owned infrastructure beyond Property	Sch. A s. 17	\$500.00	\$1,000.00
Supply false or Inaccurate information	Sch. A s. 26	\$250.00	\$500.00
Fail to comply with Water Conservation and Demand Management Measures	Sch. B s. 1(3)	\$100.00	\$250.00
Failure to connect to Water System by set Date	Sch. B s. 2(1)	\$500.00	\$1,000.00
Failure to connect to Water System prior to occupancy	Sch. B s. 2(2)	\$500.00	\$1,000.00
Unauthorized use of Alternate Water System	Sch. B s. 3	\$500.00	\$1,000.00
Unauthorized Resale or Supply Of Water	Sch. B s. 4	\$250.00	\$500.00
Unauthorized use of water	Sch. B s. 5(1)	\$250.00	\$500.00
Contravention of Customer Meter installation rules and Requirements	Sch. B s. 11(3)	\$200.00	\$300.00
Contravention of General Meter Restrictions	Sch. B s. 12	\$200.00	\$300.00
Unauthorized operation of a fire hydrant	Sch. B s. 18	\$500.00	\$1,000.00
Obstruct access to	Sch. B	\$250.00	\$500.00

or operation of a fire hydrant	s. 19		
Unauthorized Cross Connection	Sch. B s. 21	\$250.00	\$500.00
Customer fails to install Required Cross Connection Control Device	Sch. B s. 22(1)	\$250.00	\$500.00
Unauthorized Operation of Curb Stop	Sch. B s. 23	\$200.00	\$500.00
Unauthorized Use of Water Softener	Sch. B s. 25	\$250.00	\$1,000.00
Impede Wastewater Use of other Customers	Sch. C s. 1(1)(a)	\$500.00	\$1,000.00
Use Wastewater System without an Account	Sch. C s. 1(1)(b)	\$500.00	\$1,000.00
Use Wastewater System in unauthorized Manner	Sch. C s. 1(1)(c)	\$250.00	\$500.00
Failure to connect to Wastewater System by set Date	Sch. C s. 2(1)	\$500.00	\$1,000.00
Failure to connect to Wastewater System prior to occupancy	Sch. C s. 2(2)	\$500.00	\$1,000.00
Unauthorized use of Alternate Wastewater System	Sch. C s. 3	\$500.00	\$1,000.00
Unauthorized Hauled Wastewater	Sch. C s. 10	\$500.00	\$1,000.00

** Second or subsequent offences.*

Council and their Chief Administrative Officer reserve the right to adjust the fines, up to a maximum of \$10,000.00 based upon the seriousness of any given offence.

SCHEDULE "G"

WASTEWATER OVERSTRENGTH LIMITS

Substance	Overstrength Surcharge Concentration Limits, (mg/L)	Additional Overstrength Concentration Limits, (mg/L)
Biochemical Oxygen Demand (BOD)	300	3000
Chemical Oxygen Demand (COD)	600	6000
Oil and Grease , Total (O&G) – Animal and Vegetable + Mineral and Synthetic/Petroleum Hydrocarbons	100	400
Total Suspended Solids (TSS)	300	3000
Total Kjeldahl Nitrogen (TKN)	50	200
Total Phosphorus (TP)	10	75

Note: Concentrations become surchargeable with a second tier surcharge when reaching Additional Overstrength concentration Limits.

**Beaver Mines Community Association
P.O. Box 1896
Pincher Creek, AB, T0K 1W0**

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

January 4, 2023

Subject: Proposed Utility Bylaw 1344-22 - Beaver Mines Community Association (BMCA) Comments

To: MD Council

Thank you for the opportunity to provide our comments on the proposed Utility Bylaw 1344-22. We note that some of these would also apply to the existing Bylaw 1320-20, while some relate to changes made since that Bylaw was approved in 2020 or to information shared at the MD's December 1 public meeting. Our primary concerns follow:

1. **Mandatory connection to water and sewer (Page 18. Schedule "B", Section 2 and Page 25. Schedule "C" Section 2).** *This is a change from what we have been told from the beginning of the project, through the many years of consultation with BMCA and in the current bylaw updated only 2 years ago. Why the change at this late date? While there are arguments to be made on both sides, we can all agree that either way this decision should have been made at the outset (or at least before construction started) so people could plan accordingly, rather than having it sprung on the once construction is almost done. The proposed Bylaw allows the CAO to exempt people from this requirement, at least temporarily. Is the current CAO willing to do that, and if so, under what conditions?*
2. **Existing wells would need to be decommissioned before new connections are allowed (Page 18. Schedule "B" Section 3).** *We were previously told that people could continue to use their wells for purposes such as outdoor watering as long as there is no cross-connection to the public system. Why the change at this late date? It seems that the least the MD could do, would be to allow those with functioning wells to take advantage of their existing investment, especially for those that are only reluctantly connecting. Wells will not be connected to or in any way "touch" the new system but could prove useful in other ways - e.g. fire, drought. We would like the MD to advocate on our behalf as a community with Alberta Environmental Protection to allow people to continue to use their wells, rather than expect each one of us to connect with Alberta Environmental Protection (AEP) one on one to try to get an exemption or undergo an arduous and expensive relicensing process. We are not clear whether this is a CAO or an AEP decision.*
3. **The current Bylaw includes an option to pay the connection costs on private property over 20 years. It appears the MD no longer plans to coordinate these connections, so this provision has been removed from the proposed bylaw, meaning we are all responsible for our own connections and have to pay up-front (Page 11. Part II, Section 6).** *Again, this is not what we were previously told. This could be a hardship for many and will result in delays in people connecting to the system. Property owners again should have been made aware PRIOR to shovels hitting the ground that there would be no assistance with hook up costs from the M. D. or ability to pay these over time. In fact we are aware of at least two residents who bought houses in the last couple of years who, as part of their due diligence process, were explicitly assured by the MD that a long-term payment plan was an option, and that this factored into their decision to buy their homes. This puts the MD in an awkward legal position. Has the M D investigated if other options, including government grants or other incentives, are available to help property owners with hook up costs? This may not be as much of an issue if connection is not mandatory.*

We also have a few additional concerns:

Page 6. Part II. Section 5 (4). As discussed at the Dec 1 public meeting, if there's a rush for people to connect to the system, 90 days may not be long enough for everyone to connect in order to get a free water meter.

Beaver Mines Community Association
P.O. Box 1896
Pincher Creek, AB, T0K 1W0

Page 7. Part II. Section 8. This Bylaw gives considerable authority to the Chief Administrative Officer (CAO) in this section and throughout. This could be a concern going forward as CAO's change. What is the appeal process if we object to a CAO decision?

Page 10/14. Schedule "A" Part I. Section 2 & 20. It concerns us that the MD does not guarantee a continuous supply of water or wastewater services and also that there will be no reduction in charges for Utility Services because of any interruptions, even if they are significant, especially if connection to the system is mandatory and we can't keep our wells.

Page 11. Schedule "A" Part I. Section 5. We are concerned about the reference to Engineering Design Standards and Utility Services Guidelines that don't yet exist and what the costs of these might be, as well as any other requirements the CAO might decide are necessary (applications, permits, inspections, cross-connection control devices etc.). Will there be public input into those guidelines?

Page 11/12. Schedule "A" Part I. Section 6 (1) and 7 and Page 34 Schedule "E" Section 2. These sections state that the Customer is responsible for costs associated with installation, maintenance, repair or replacement of the Water Service Line and Wastewater Service Line on the MD property between the main line and private property. We trust this is an error. If not, please explain how this is reasonable.

Page 11. Schedule "A" Part I, Section 6(2). We do not understand the reference to December 31, 2022. Is the MD paying for some peoples' connection costs (i.e. those that jumped the gun and did them this year) and not others? If so, that doesn't seem fair.

Page 22. Part III. Section 19 (2). This Bylaw states that it is the Customer's responsibility to keep a 3 ft. wide clearance around any fire hydrant on their property or the adjacent (MD) property. We feel this should be the MD's responsibility.

Page 31. Schedule "D" Section 3. As per the current bylaw, the MD is proposing that garbage rates be mandatory for all properties, including undeveloped properties and vacant land/homes (Schedule "D" section 2). *We don't feel it fair to have to pay for garbage pickup if we don't use the service, which could be true of approximately half of the properties in Beaver Mines as we have a lot of part-timers living here. After the current bylaw was approved (and garbage fees imposed for the first time), we could return our bins to the landfill and not be charged. There was no charge for undeveloped properties. Will that still be the case?*

Page 33. Schedule "D" Section 11. It does not seem reasonable to us that Customers would have to pay to repair or replace the MD's Waste Receptacles resulting from normal, repetitive activity or loss. If the MD will be charging us to replace receptacles, there should be a charge noted in Schedule "E"

The Beaver Mines Community Association appreciates the efforts made by MD Council, MD staff and its contractors to bring public water and sewer to Beaver Mines and we look forward to successful completion of the project in 2023. The proposed Utilities Bylaw 1344-22, as written, however, includes significant changes to previous commitments and communications to BMCA and the hamlet's ratepayers and other elements that concern us. We feel it has been written to provide exceptional protection to the M.D. and passes on considerable cost and responsibility on each individual property owner, even for things beyond their control. We respectfully ask that the MD consider these concerns before approving this Bylaw.

Regards,

Rick Czarny

President, Beaver Mines Community Association

Good afternoon and Happy New Year:

I will be unable to attend the meeting but I want to pass on my personal concerns. The M D will receive a separate email from myself as President of the Beaver Mines Community Association.

No doubt that the M D has to follow the terms of the Municipal Government Act. But it is quite disappointing to have the M D come forward in the last few months in what I feel is a very abrupt and heavy handed manner. Property owners must connect within three years, existing wells must be decommissioned, garbage pickup will be mandatory.

I believe it is a combination of Beaver Mines property owners not paying attention and voicing their concerns earlier in the process and previous councils thinking all is well and let's continue with the process until... nearing project completion the above issues became a concern.

The M D cannot be a bank and help property owners with hook up costs. But has the M D aggressively pursued other options like other grants being available? Existing wells cannot be operated after property owners connect to the new system? A lot of money has been spent on wells. Allowing them to continue to function would benefit the community and individual property owners as a backup system. Wording in the bylaw on page 10 states there is no guarantee of continuous supply. An extra asset to have in case of fire.

Finally, mandatory garbage pick up. Why? I have been a property owner in Beaver Mines for 43 years and have not had a need for regular garbage pickup. In the last year I returned my bin and therefore was not charged. If property owners need the service they are able to make a choice. Area farms and ranches get by ok without regular garbage pick up. And charging an undeveloped property?!! Sounds like a money grab.

I ask council to soften their position. The M D stands to gain in the long run with increased tax revenues and overall a net benefit for the M D by having this project completed. By net benefit I mean prospective new businesses and property owners will look at this project as a net positive for moving to the area.

Thank you

Rick Czarny

From: David McNeill

Sent: January 4, 2023 12:03 PM

Cc: Beaver Mines Community Association <beaverminescommunity@gmail.com>

Subject: Submission to public hearing for bylaw 1344-22

Council
MD of Pincher Creek
Box 279
Pincher Creek, AB
T0K 1W0

Re: proposed bylaw 1344-22

Dear Councillors,

Here is our submission to the Public Hearing on January 10, 2023, concerning the above-mentioned bylaw.

In general, we very much support the submission of the Beaver Mines Community Association.

More particularly, here are our concerns:

Re: Part 2, S. 8 - the CAO seems to have absolute authority throughout. Other jurisdictions have an appeal to council system if a person feels the CAO is being unreasonable. This would be a useful change to the proposed bylaw

Re: schedule A Part 1, section 2 - in reviewing other municipal utility bylaws, I see an approach to the No Guarantee of Continuous Supply that is more friendly than our MD's proposed bylaw. Other jurisdictions use phrases like: 'the municipality will try to repair as soon as practically possible', OR

'will endeavor to supply continuous service'. This would indicate good faith on the MD's part and perhaps lessen the feeling that the MD takes as little responsibility as possible but expects much responsibility from rate payers.

Sched B, Part 1, S. 2 Requirement to Connect to Water System. We feel we should be able to use our existing private water and waste water systems if they are functioning properly. After all, we have invested in, paid for and maintained them over the years. By being forced to hook into the new system we are paying twice - with no compensation for having to abandon our private water system.

Sched B, Part 1, S. 3 Alternate Water Supply. If we absolutely have to connect to the new system, we feel we should be able to keep our existing private water system as long as it is totally separate from the new municipal water supply. If it's Alberta Environment requiring relicensing for the existing private water system, the MD should advocate on property owners' behalf to get a waiver on the relicensing requirement and any other requirement that might be imposed. After all, the old, private, system won't been changing in any way and if anything it will be used less than before and with fewer usage types, e.g just watering the lawn, fighting fires - no longer doing laundry or using it for drinking water etc. Allowing use of the old systems will reduce demand on the Oldman River Reservoir water.

Sched B, Part 3, S. 19 Interference with Fire Hydrants. I've seen this in other bylaws, so I guess it's common practice, BUT requiring the adjacent land owner (us, for instance) to maintain clearance around the hydrant does seem unfair. The hydrant serves the whole neighborhood, we are not here a lot in the summer, I'm older and may someday not be able to do much of that maintenance and besides the MD comes out regularly to mow grass throughout the hamlet so it seems to me the chore of keeping the hydrant clear can easily be done by them.

We are not quite sure where this suggestion fits in, but other jurisdictions, I found out, expressly prohibit emptying toxic substances into the storm drainage systems. The MD might want to add this prohibition.

The proposed bylaw reveals many hidden costs property owners and hooking into the new system is getting more costly, to the point that some owners may have to sell. So, we want assurance that Schedule E of the proposed bylaw lays out a fee structure that covers all costs (past, present and future) known to date that the MD expects hamlet property owners to pay for to cover operation and maintenance of the water/waste water system.

We feel the MD needs to be more creative in developing ways to help property owners pay for the costs of hook up, such as allowing it to be paid over several years as promised in the current Utilities bylaw. Enough from councillors grumbling that there has already been too much time and money put to this project. It's not the hamlet property owners' fault; many of us didn't want this project in the first place; many thought solutions to the possible danger of contaminated potable water could have been found that were cheaper and quicker to implement. Besides, we were never given a vote on the project. And now the little support we thought we were getting (as promised by earlier councils) has been eliminated. This council, as ongoing representatives of the municipal district, owes property owners more effort in easing this transition into the new system.

David McNeill
Linda Farley
Hamlet of Beaver Mines, MD Pincher Creek
Pincher Creek, AB
T0K 1W0

JAN 4/2023

RECEIVED

JAN - 4 2023

M.D of Pincher Creek

TO : THE M.D. OF PINCHER CREEK

GOOD DAY MY NAME IS JAMES MILLER AND I OWN THE PROPERTY OF 405 2ND AVE. IN BEAVER MINES. I USE MY CABIN ABOUT 2 DOZEN DAYS A YEAR. WHEN THE NEW UTILITIES WERE PROPOSED TO BE INSTALLED, THE DEAL WAS THAT PEOPLE COULD HOOK UP OR NOT DEPENDING ON THEIR SITUATION. NOW THAT THEY HAVE DONE THE WORK AND THE BILLS NEED TO BE PAID, THE MD IS CHANGING THE BYLAW TO BE A MANDATORY HOOK UP. I UNDERSTAND THAT THERE IS A NEED TO SPREAD THE COST OUT AMONG ALL OF THE PROPERTIES.

MY QUESTION: IS THE WATER GOING TO BE METERED AND THE SEWER A REFLECTION OF WATER USAGE. OR IS IT GOING TO BE A FLAT RATE PER MONTH. WITH A METER THE PART TIME RESIDENTS WILL BE ABLE TO PAY THEIR USAGE PORTION. OTHERWISE WE WILL BE SUBSIDIZING THE FULL TIME RESIDENTS. AS A FLAT RATE, IT PUTS A TREMENDOUS BURDEN ON THE PART TIME RESIDENTS THAT IN NO WAY WANTED OR NEEDED THESE UTILITIES INSTALLED.

THANK YOU

JAMES MILLER



RECEIVED

JAN - 3 2023

M.D. of Pincher Creek Council - Proposed By Law 1344-22

Following receipt of the Nov. 2/22 letter, Dec. 1 information session and Dec. 14 question summary along with an analysis of the proposed by-law, we find the purpose and need suggested for it to be unnecessary, harmful, authoritarian and contrary to all previous information provided by the M.D. M.D. of Pincher Creek

This By-Law as presented should not be passed.

Items of specific concern are as follows;

The document refers to Utility Service Guidelines throughout. These USG are critical and yet are not to be ready until the by-law is passed. How can the "procedures, protocols, requirements, specifications" necessary to the by-law and critical to those impacted by it not be provided at this time?

Part 11 Provision of Utility Services- (5) Fees and Charges. Item 4

Connection to both systems within 90 days of notice will waive the Meter fee. The suggested completion is "Autumn 2023."

Given the uncertainty of both the date of completion and requirement placed on residents to be determined in the USG, how can this time frame be practical? There is no actual meter cost given in Sched."E." A one year time frame would be more reasonable.

Section 6,7,and 8, continuing into Part 11-Enforcement Sections 9 to 16 do not suggest that the by-law is anything but an attempt to intimidate residents into compliance. Is this really necessary? How did by-law 1320-20 ever pass considering what is proposed now?

Schedule "A" Part 11 - Service Connections

Sections 4 to 7. As no easements or right-of-ways are required on private property this section is not relevant. Nor is the need for any engineering designed connections. As the proposed fee waiver date suggested is DECEMBER 31/2022 (Section 6 sub (2) are any of the dates indicated realistic as well. Section 7 indicates the property owner is responsible for that portion of the lines in M.D. right-of way that requires repair. How can the property owner become liable for work completed by the contractor under supervision by the consultant representing the M.D.?
Section 10 - Compliance subsection (1) Without definition of all the requirements listed, how can a customer "ensure" unknown entities?

Part 111 - Utility Accounts , Section 20 Obligation to pay , subsection 6.

Every owner of a property receiving Solid Waste Services shall pay, and Schedule "D" Section 3 Waste Collection Fees, indicate that every property in the Hamlet pays for the service whether it is used or not. This is nothing more than a money grab. This service has been optional in the past. What happened to the user pay concept ? If it is not needed or used is it ethical or fair to

charge everyone. Is this service essential and has there ever been a survey to ascertain the continuance of it. Other areas within the M.D. utilise the new Eco center in Pincher Creek. Why is this option not available to everyone?

Schedule "B" Terms and Conditions - Part 1 - General Water Service Provisions ;Section 2 Requirement to Connect to Water System.

This mandatory connection section, which also allows an exemption by a CAO at their discretion, is an unnecessary intrusion.

By also stating that the M.D. may enter property and force the connections at the owner's cost, it becomes a potential point of conflict.

Section 3 states existing water wells must be decommissioned , but can be allowed by a CAO under certain terms and conditions.

This contradicts the answers given to the question of retaining existing wells where it indicates jurisdiction belongs with AEP for wells with a "Household Right." For owners that have the intention of keeping wells for yard use only, which authority prevails? Given the investment residents have put into existing wells and potential cost to decommission, why is this a concern to the M.D. Unless monetary compensation is available there should be no mention of this item in the by-law.

Section 14 Remote Meter Reading. As it has been stated that only remote read meters are being provided, why is this section necessary?

Part 111- Fire Protection Section 19 - the concern here is that there have already been hydrants installed by the contractor under the consultants supervision within the 3 foot clear zone required from existing fences/trees. Unless the M.D. wants to have these hydrants moved, this needs to be revised.

Schedule "C" T/C of WW Services.

Section 2 Mandatory connection to sewer system, unless exempt by the CAO at their discretion, or approved by the CAO to use any private disposal system. Again, an area of confusion in that the answers provided to questions to the M.D. stated that decommissioning is not a prerequisite for municipal connection , but having a plan will be. "The M.D. does not have direct oversight....." The by-law is not clear as to under what conditions can an exemption be granted. Where is the expertise with this authority?

Schedule "D" Solid waste services.

As referenced above this section is not justified.

The "Waste Receptacle " is not identified, nor suggested that it would be provided to properties that require one. The definitions section does not mention the receptacle, only describing a "Garbage Bag". Existing waste collection is not a safe practice along 1ST. Ave.

S.H. 774 as the truck has to make stops in the travel lanes of a provincial highway. Is this practice acceptable to A.T.

This By-Law should be deferred until the following occurs;

A - All contract work for both water and sewer systems is completed, tested, accepted, commissioned and in service at an appropriate time for connections to the systems.

B - The Utility Services Guidelines are completed and available for review.

C - All permits, fees, applications, procedures or requirements with any associated costs are made known to residents.

D - M.D. administration, or their representatives contact each individual property owner and do an on-site inspection of their properties to provide information specific to each of the requirements spelled out in the USG. This will provide opportunity for an honest and open dialogue, hopefully removing the distrust and bad feelings that have arisen lately.

E - "Mandatory" is either removed or the timeline is extended

Should this bylaw continue to be fast tracked to a point where a vote is taken without consideration for the points being raised, council will lose trust and the statement " We will support residents wherever possible " will have no meaning.

Any vote on this bylaw should be recorded.

Bert Nyrose
Marilyn M. Nyrose

**AGENDA
COUNCIL MEETING
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
January 10, 2023 6:00 pm
Council Chambers**

- A. PUBLIC HEARING BYLAW 1344-22 (Utilities)
- a) Agenda
 - b) Bylaw 1344-22
 - c) Letters
- B. ADOPTION OF AGENDA
- C. MINUTES/NOTES
- 1. Committee Meeting Minutes
- December 13, 2022
 - 2. Council Meeting Minutes
- December 13, 2022
 - 3. Beaver Mines Open House
- December 1, 2022
 - 4. Twin Butte Coffee with Council
- December 8, 2022
- D. UNFINISHED BUSINESS
- E. BUSINESS ARISING FROM THE MINUTES
- a) Heritage Acres Presentation December 13, 2022
- For Information
- F. COMMITTEE REPORTS / DIVISIONAL CONCERNS
- 1. Councillor Tony Bruder – Division 1
- ORRSC Board Minutes September 1, 2022
- Crowsnest Pincher Creek Landfill Association Minutes November 23, 2022
 - 2. Reeve Rick Lemire – Division 2
 - 3. Councillor Dave Cox– Division 3
 - 4. Councillor Harold Hollingshead - Division 4
 - 5. Councillor John MacGarva – Division 5
- G. ADMINISTRATION REPORTS
- 1. Operations
 - a) Operations Report
- Report from Public Works dated January 4, 2023
- Public Works Call Log
 - b) Maycroft Road Strategy Discussion
 - 2. Finance
 - a) 2022 Property Tax Write-Off - Lexin Resources Ltd. and Houston Oil and Gas
- Report from Administration dated January 5, 2023
 - 3. Planning and Community Services
 - a) Use Planning Agreements (JUPA); Alberta Community Partnership Grant Application
- Report from Planning and Development dated January 5, 2023
 - 4. Municipal
 - a) Chief Administrative Officer Report
- Report from CAO, dated January 5, 2023
 - b) Appointment of Development Officer
- Report from CAO, dated January 5, 2023

H. POLICY REVIEW

I. CORRESPONDENCE

1. For Action

- a) Joint Advocacy for Improved Solar Farm Governance
 - Letter from Rocky View County
- b) Invite to Virtual Community Justice Centre Engagement Sessions
 - Justice and PSES Engagement Team
- c) Letter of Engagement
 - AVAIL LLP

2. For Information

- a) Chinook Arch Regional Library System
 - December Board Report
- b) 2022 Top 100 Good Practice Story
 - Alberta SouthWest

J. NEW BUSINESS

K. CLOSED MEETING SESSION

- a) Beaver Mines Water Distribution & Collection Underground Completion Follow Up – FOIP Sec 24
- b) 2022 PERC Application – FOIP Sec 16
- c) A-ADMIN-004 Org Chart – FOIP Sec 17
- d) Salary Grid – FOIP Sec 17

L. ADJOURNMENT

MINUTES
REGULAR COUNCIL COMMITTEE MEETING
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
Tuesday, December 13, 2022 2:00 pm
Council Chambers

Present: Reeve Rick Lemire, Deputy Reeve Tony Bruder, and Councillors Dave Cox, Harold Hollingshead, and John MacGarva.

Staff: CAO Roland Milligan, Director of Finance Meghan Dobie, Utilities & Infrastructure Supervisor David Desabrais, and Executive Assistant Jessica McClelland.

Reeve Rick Lemire called the meeting to order, the time being 2:00 pm.

1. Approval of Agenda

Councillor Dave Cox

Moved that the agenda for Council Committee Meeting on December 13, 2022 be amended to include:

d) Closed Session – ICF Recreation Agreement – FOIP Sec. 24

AND THAT the agenda be approved as amended.

Carried

2. Delegations

Heritage Acres

Darren Epp, Executive Assistant with Heritage Acres, attending the meeting at this time to give Council and overview with what is happening with Heritage Acres. Summer was successful with weddings and other outdoor venues, as well as museum related events. Private bookings are being arranged up to 2025 at present time. Demonstrations and shows are currently being planned by the volunteer board for the 2023 season. This will include 4-H events, school groups, as well as annual community events.

As Darren is new in the position, Council reminded him that even if Council isn't providing extra funding, Heritage Acres can ask for in-kind donations through the MD. In the past the MD has provided gravel, dust control and grading.

Darren Epp left this meeting at this time, the time being 2:20 pm

3. Closed Session

Councillor John MacGarva

Moved that Council move into closed session to discuss the following, the time being 2:21 pm:

a. PCESC – FOIP Sec 24

REGULAR COUNCIL COMMITTEE MEETING
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
TUESDAY, DECEMBER 13, 2022

- b. Beaver Mines Lot Servicing Property Owners Discussion Follow-up – FOIP Sec 24
- c. Closed Session – ICF Recreation Agreement – FOIP Sec. 24
- d. CAO Performance Appraisal – FOIP Sec 19

Carried

Councillor Dave Cox

Moved that Council move out of closed session, the time being 5:05 pm.

Carried

4. Round Table

5. Adjournment

Councillor John MacGarva

Moved that the Committee Meeting adjourn, the time being 5:06 pm.

Carried

|

REEVE

|

CHIEF ADMINISTRATIVE OFFICER

MINUTES
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
REGULAR COUNCIL MEETING
DECEMBER 13, 2022

The Regular Meeting of Council of the Municipal District of Pincher Creek No. 9 was held on Tuesday, December 13, 2022, at 6:00 pm, in the Council Chambers of the Municipal District Administration Building, Pincher Creek, Alberta.

PRESENT Reeve Rick Lemire, Deputy Reeve Tony Bruder, Councillors Dave Cox, Harold Hollingshead and John MacGarva.

STAFF CAO Roland Milligan, Director of Finance Meghan Dobie, Public Works Superintendent Eric Blanchard, Utilities & Infrastructure Supervisor David Desabrais, Municipal Energy Project Lead Tristan Walker, Assistant Planning and Development Officer Laura McKinnon, and Executive Assistant Jessica McClelland.

Reeve Rick Lemire called the meeting to order at 6:00 pm.

A. ADOPTION OF AGENDA

Councillor Dave Cox 22/485

Moved that the Council Agenda for December 13, 2022 be amended to include:

- Municipal c) PCESC 2023 Budget
- For Action c) Curling Rink Letter from Town of Pincher Creek

AND THAT the agenda be approved as amended.

Carried

B. DELEGATIONS

C. MINUTES

1. Committee Meeting Minutes – November 22, 2022

Councillor Tony Bruder 22/486

Moved that the Committee Meeting Minutes of November 22, 2022 be approved as presented.

Carried

2. Council Meeting Minutes – November 22, 2022

Councillor Harold Hollingshead 22/487

Moved that the Council Meeting Minutes of November 22, 2022 be approved as presented.

Carried

E. UNFINISHED BUSINESS

F. BUSINESS ARISING FROM THE MINUTES

a) Letter of Support Pincher Creek Emergency Services

Councillor Dave Cox 22/488

Moved that a letter of support be granted to the Pincher Creek Emergency Services for their application to the Forest Resource Improvement Association of Alberta (FRIAA) grant.

Carried

G. COMMITTEE REPORTS / DIVISIONAL CONCERNS

1. Councillor Tony Bruder – Division 1

a) Twin Butte Coffee with Council

Minutes
 Council Meeting
 Municipal District of Pincher Creek No. 9
 December 13, 2022

2. Reeve Rick Lemire – Division 2
 - a) Mayors and Reeves
 - b) Heritage Acres Santa Breakfast
 - c) Alberta Southwest
 - d) PCEMSC
3. Councillor Dave Cox– Division 3
 - a) Economic Corridors Task Force Findings
 - b) Economic Growth Forum Roundtable Discussion Summary
 - c) Alberta SouthWest Regional Alliance – November 2, 2022
 - d) Alberta SouthWest Bulletin December 2022
 - e) Beaver Mines Christmas Dinner
4. Councillor Harold Hollingshead - Division 4
 - a) Heritage Acres Santa Breakfast
5. Councillor John MacGarva – Division 5
 - a) Crowsnest/Pincher Creek Landfill Meeting
 - b) Lundbreck Citizens Council Christmas Party

Councillor John MacGarva 22/489

Moved that Reeve Rick Lemire, and Councillor Harold Hollingshead be authorized a per diem for attending the Heritage Acres Santa Breakfast.

Carried

Councillor Harold Hollingshead 22/490

Moved to accept the Committee Reports as information.

Carried

H. ADMINISTRATION REPORTS

1. Operations

- a) Operations Report

Councillor John MacGarva 22/491

Moved that Council receive the Operations report, which includes the call log, and the MD vehicle fuel usage report, for the period November 16th, 2022 to December 7th, 2022 as information.

Carried

2. Finance

3. Development and Community Services

- a) Land Use Bylaw Amendment 1337-22 (Blak Star Globes)

Councillor Harold Hollingshead 22/492

Moved that Land Use Bylaw Amendment 1337-22 (Blak Star Globes), being the bylaw to amend Bylaw 1289-18 (being the Land Use Bylaw) to change the land use designation of lands legally described as Portion of SE 15-4-30 W4M “Agriculture - A” to “Rural Recreation 2 – RR-2” the purpose of the proposed amendment is to allow for the development of a recreational accommodation, be given second reading.

Motion Lost

Minutes
 Council Meeting
 Municipal District of Pincher Creek No. 9
 December 13, 2022

b) Land Use Bylaw Amendment 1342-22 (Alberta Rocks)

Councillor Harold Hollingshead 22/493

Moved that Land Use Bylaw Amendment 1342-22 (Alberta Rocks) being the bylaw to amend Bylaw 1289-18 (being the Land Use Bylaw) to change the land use designation of lands legally described A portion of Lot 14, Plan 971 0740 within SE 18-7-2 W5M from “Agriculture - A” to “Direct Control - DC” with the purpose of the proposed amendment is to allow for the development of a 12.1 acre (4.9ha) gravel pit, be given third reading.

Carried

c) Land Use Bylaw Amendment 1345-22 (Riverbend Ranch Houses)

Councillor Dave Cox 22/494

Moved that Land Use Bylaw Amendment 1345-22 (Riverbend Ranch Houses) being the bylaw to amend Bylaw 1289-18 (being the Land Use Bylaw) to change the land use designation of lands legally described as Portion of Lot 1 Block 1 Plan 1911330 within the NE 20-6-1 W5M from “Agriculture - A” to “Rural Recreation 2 – RR-2” the purpose of the proposed amendment is to allow for the development of a recreational accommodation, be given second reading.

Carried

Councillor Harold Hollingshead 22/495

Moved that Land Use Bylaw Amendment 1345-22 (Riverbend Ranch Houses), be given third reading.

Carried

4. Municipal

a) Chief Administrative Officer Report

Councillor Tony Bruder 22/496

Moved that Council receive for information, the Chief Administrative Officer’s report for the period of December 1, 2022 to December 9, 2022.

Carried

b) Ford Lightning - Timing of Purchase

Councillor Tony Bruder 22/497

Moved that in the event the MD receives confirmation of a successful grant application under the MCCAC Electric Vehicle Grant Program, that Council approve \$85,000 for the Ford Lightning Truck in 2022.

Carried

Municipal Energy Project Lead Tristan Walker, left the meeting at this time, the time being 6:45 pm.

c) Pincher Creek Emergency Services Commission (PCESC) 2023 Budget

Councillor Harold Hollingshead 22/498

Moved that Council approve the Pincher Creek Emergency Services Commission (PCESC) 2023 Budget as presented.

Carried

Minutes
 Council Meeting
 Municipal District of Pincher Creek No. 9
 December 13, 2022

I. POLICY REVIEW

J. CORRESPONDENCE

1. For Action

- a) Brownlee LLP's 2023 Emerging Trends in Municipal Law

Councillor Dave Cox

22/499

Moved that administration register Council for Brownlee LLP's 2023 Emerging Trends in Municipal Law virtual event for February 9, 2023.

Carried

- b) Foothills Little Bow Meeting – January 13, 2022

Council is aware of the meeting date, and has no resolutions at this time.

- c) Curling Rink Ad Hoc Committee

Councillor Tony Bruder

22/500

Moved that a letter be sent back to the Town of Pincher Creek requesting the invitation to sit on the Ad Hoc Curling Rink Committee be added to the next Joint Council Meeting Agenda.

Carried

2. For Information

Councillor John MacGarva

22/501

Moved that the following be received as information:

- a) Grant Specialist Report
 - October 2022
- b) Ambulance Concerns – Rural Area
 - Letter from Mayor of Ponoka
- c) Victim Services Clarification
 - Letter from Alberta Public Safety and Emergency Services
- d) Group Group Youth Thank you
 - Letter of Thanks
- e) Christmas Mix and Mingle Invitation
 - Pincher Creek and District Chamber
- f) ORRSC Christmas Letter
- g) Waste Management and Recycling Fees
 - Letter from Town of Pincher Creek
- h) Highway 3 Twinning Development Association
 - Letter for Financial Support (Council approved for term)
- i) NGTL West Path Delivery 2023: CER Certificate Notification
 - NGTL 2023 CER Approval Notification
 - Commission Order
 - Commission Certificate

Carried

K. NEW BUSINESS

L. CLOSED SESSION

Councillor Dave Cox

22/502

Moved that Council move into closed session to discuss the following, the time being 7:21 pm:

Minutes
 Council Meeting
 Municipal District of Pincher Creek No. 9
 December 13, 2022

- a) PCESC - Legal Opinion - Article 10 – Disestablishment of the Commission – FOIP Sec 24
- b) Beaver Mines Distribution & Collection Liquidated Damages Follow-up – FOIP Sec 24
- c) Road Closure and Purchase Request – FOIP Sec 24
- d) Municipal Owned Leased Land – FOIP Sec 24

Councillor Tony Bruder 22/503

Moved that Council move out of closed session, the time being 8:48 pm.

Carried

- a) PCESC - Legal Opinion - Article 10 – Disestablishment of the Commission

Councillor John MacGarva 22/504

Moved that a letter be sent to the Town of Pincher Creek regarding the Pincher Creek Emergency Services Commission, as discussed.

Carried

- b) Beaver Mines Distribution & Collection Liquidated Damages Follow-up

Councillor Harold Hollingshead 22/505

Moved that Council enforce the "Damages for Delay" clause on BYZ's contract for the Water Distribution & Collection Project to recoup incurred costs as a result of the delay under Section 6.13.1 of the contract by charging \$1,000/day flat rate in liquidated damages during site occupancy and a discounted \$500/day flat rate in liquidated damages over the Winter 2023 shutdown season.

Carried

- c) Road Closure and Purchase Request

Councillor Dave Cox 22/506

Moved that as per policy 123, stating that a statutory road allowance shall not be sold unless there is a clear benefit to the Municipality at large and does not adversely affect the legal or physical access, Council deny the road closure and purchase request.

Carried

M. ADJOURNMENT

Councillor Tony Bruder 22/507

Moved that Council adjourn the meeting, the time being 8:50 pm.

Carried

REEVE

CHIEF ADMINISTRATIVE OFFICER

**Beaver Mines Water & Wastewater; On Property Work Discussion
Meeting Notes
Thursday, December 1, 2022
6:30pm
MD Council Chambers**

Attendees:

MD of Pincher Creek:

Reeve Rick Lemire, Deputy Reeve Tony Bruder, Councillors Dave Cox, Harold Hollingshead and John MacGarva, CAO Roland Milligan, Director of Finance Meghan Dobie, Utilities & Infrastructure Supervisor David Desabrais, Planning and Development Assistant Laura McKinnon, and Executive Assistant Jessica McClelland.

Audience:

Garry Marchuk, Garry Middleton, Ken Fast, Bernie Bonertz, David and Mona Rae Seward, Pat and Bob Black, Dan Brownrigg, Lynn Calder, Buck Waters and Peter Falkenburg.

Virtual:

Wayne McLaurie, Bert Nyrose, David McNeill, Fred Christie/K Drake, Gordon Petersen, Karla Guyn, Keith MacMillan, Kim Gelber, Lorin Calder, Marie Everts, Pat McDonald, Rhonda Oczkowski, Rick Czarny, Sandra Stafford.

6:30PM Welcome from Reeve Rick Lemire

- Welcomed all to the meeting and thanked everyone for coming out.
- The reason for this meeting is to provide transparency regarding proposed changes and give a chance for feedback prior to bylaws putting the changes in effect.
- The wastewater system has been approved, but that approval remains under appeal. We respect all residents' right to due process. We have the right to proceed with construction of the wastewater system and have proceeded with that right. Council remains committed to installing infrastructure that has minimum impact on the quiet enjoyment of homes and lifestyles within and surrounding Beaver Mines.
- We understand that construction has disrupted the day to day life of residents and we all look forward to turning the taps on.
- Councillor Introductions.

6:35PM Introduction and Housekeeping from CAO Roland Milligan

- Notified residents of sign-in sheet and that they can provide their email to be included on the BM email list if they are not already.
- Reminded attendees to please hold questions until end.
- Decisions will not be made today regarding any potential changes that come out of the meeting. Council will deliberate changes at next meeting.
- Property specific questions can be sent via email for direct follow up.
- Virtual attendants will be muted, meeting is being recorded.
- Virtual attendants may ask questions in the chat.

6:40PM MPE Presentation: Hamlet of Beaver Mines Off-Property Work Update (Refer to Presentation)

6:50PM MDPC Presentation: On-Property Work Proposed Changes (Refer to Presentation)

7:00PM Q/A

Garry Marchuk

- Change in rules since past Council and administration.
- ¾ done project now the rules are different.
- MD indicated it would be amortizing the cost over 20 years.
- Concerned changing now is unethical, ask to reconsider.
- Liability being the main concern is wrong.
- Everything is a liability, building a bridge, fixing road, etc.
- Council needs to do what is best for all ratepayers.
- Concern this will further divide community, cause hardship when it's not necessary.
- MD has put minimal money into this project, its all been Government funds.
- MD should be putting money into Beaver Mines as it will benefit the entire MD.

MD Administration

- MSI used was \$3.4 million that could have been used elsewhere in the MD.
- \$14.1 Million could have gone to other water projects elsewhere in the MD.
- This is the least risky path forward financially for the MD.

Garry Marchuk

- There are always projects elsewhere.
- Changing the rules from the day the whole project started.
- Landowners would be willing to sign a liability clause against MD of Pincher Creek if that is a legitimate concern.
- Council should talk to their lawyers.

Lynn Calder

- Has the same opinion as Garry.
- Concern regarding change in rules now as opposed to many years ago.
- Understand why Council wants to make connection mandatory. In interest of MD and most people who will hookup. Not sure it is necessary.
- Information around public health issue and need to recover cost has not changed over course of the project.
- Does plan on hooking up to services, always did.
- Can the MD provide a letter or communication to residents for insurance purposes once fire hydrants are functional.
- As per the draft bylaw, CAO does have discretion to allow people to not hook up right away.
- Bylaw says wells can't be used, why can't people use them just for yards? Were told in writing that could be done.
- Utilities bylaw says MD is not under obligation to provide water and sewer services.
- Looking for a timeline for trees and pathways.
- In terms of rules related to hookup, when can residents apply to hookup?
- 90 days to install meters is a very short time frame.
- How far down from store will get completed this year?

MD Administration

- Regarding no info changing, the big change was the attempted update of the utility bylaw to support the previously proposed pathway. Legal consultation was made, Council and Administration were not happy

with legal responses regarding the changes. That is the new information. Trying to make responsible decisions with information we have.

- MD can provide a letter to residents for insurance purposes once fire hydrants are functional, additional connection required in system before Pincher Fire can complete testing and update underwriters survey
- The decision on Wells lays with Alberta Environment & Parks. Wells are their jurisdiction. When residents connect to a municipal system, resident lose their “household right” as a well user. Residents have the ability to either relicense or reclaim their well. MD discussions indicate that cost to relicense older wells is often not worthwhile. *Contact for AEP for direct discussion:*
 - Jeff Gutsell M.Sc., P.Geol. Hydrogeologist. Regulatory Assurance Division Alberta Environment and Parks Southern Region
 - Jeff.Gutsell@gov.ab.ca
 - Tel. 403-381-5301
- Regarding utilities bylaw obligation to provide water and sewer services, this is standard bylaw wording and was in the previous bylaw. Not updated as part of this change.
- Regarding intent for the 90 days, this is to help get the system operational, the waste system is more cost effective to operate if more residents are hooked up in a tight time period. Will make commissioning more cost effective, enables the MD to keep rates lower over the long term.

MPE

- BYZ has until end of June to complete restoration. If the Beaver Mines Community is planning something, look at mid to late Summer or Fall. Tree restoration not within BYZ contract
- Objective for this years work is to get through store parking lot

Garry Middleton

- Part time resident, new to community.
- Thought this process would be seamless, MD had installed utilities before (Lundbreck).
- Thought cost could be spread out over years, no legal precedent. Always a first for different ways to get through a problem.

MD Administration

- Regarding Lundbreck process, a bit of difference. Connections existed to households in Lundbreck, work consisted of water main work and water meter installation. MD is working through this for the first time
- Regarding legal precedent, want to keep risk low overall for the project. Don't want to open up residents to more risk regarding challenge on the bylaw preventing anyone from connecting in the next 2 years. Project has gone on for 10 years, do not want to be in a situation where delays for residents continue.

Garry Marchuk

- Seems like Council has their minds made up, this isn't a public hearing

Councillor Tony Bruder

- This is not a public hearing. This is an information session and gathering for both of us so concerns can be raised.

Peter Falkenburg

- What are the cost estimates for hook up?

MPE

- Will be different for every property, depends how far you are from the road, if trees need to be removed, etc.
- Rough estimate would be between \$5k and \$10k.
- One of risks with single Tender is that costs are averaged out across the board. Some lots would be artificially inflated for residents with shorter connections.

MD Administration

- We did work on setting up a Tender to deal with averaged costs. One resident may want street repaved, one may want trees cleared, trenched, landscape restoration, etc. This is stuff that would all need to be defined up front in a Tender in order for a contractor to provide secure pricing. Could be done a unit pricing basis, but because of variability between different properties, contractor ends up in a situation where there is risk, and risk has to be priced into the contract.
- Did not want to put residents in a situation where they could get work done for cheaper after they have agreed to a contract that is more costly.

David Seward

- Must line bore water line in. Need cooperation from MD to go on ROW behind house. Must enter MD ROW to get the right slope. Concerned regarding no cooperation.

MD Administration

- Reach out to MD directly regarding specific properties.

Pat Black

- Questioned the removal of water softeners.

MD Administration

- Ion Exchange Water Softeners are specifically the concern, as they produce sodium based waste (salt water in high concentration). Not an acceptable household wastewater product. An explanation on the types of water softeners can be found here: [Types of Water Softeners - The Home Depot](#)

Bernie Bonertz

- Understands that the change is due to liability, but feels like a “bait and switch”
- What if residents don’t have funds to pay for the hookup?

Buck Waters

- Can residents do own backhoe work?
- How long do we have to hook up?
- Do septic tanks need to be decommissioned and removed?

MD Administration

- Yes, residents can do their own work as long as permit and inspection requirements are met. Working through details of these requirements.
- Residents have 3 years. 90 days refers to the incentive period timeline for free water meters as opposed to at a cost for residents.
- Septic tanks will not need to be extracted, although this is an option. Not a code requirement to remove them. Residents may abandon in place by removing solids from the tank, flushing it, rupturing the bottom, and filling with a suitable fill material. Utility Service Guidelines will provide more detail around this. Residents will need to complete decommissioning within a reasonable time frame afterwards.
- No cross connection between water and wastewater systems allowed when municipal connections are made.

Virtual Question

- Is there a plan for restoration work with the trees?

MD Administration

- There is no tree restoration within the existing construction contract. There is some budget for trail work in Beaver Mines, we will be working the BMCA on that in early 2023.

Garry Middleton

- 90 days for MD to pay for the meter. How much time in advance will residents know when they can start hookups?

MD Administration

- As we progress in 2023, will have a better idea of exact date system will be online. Will provide tighter updates as the date comes closer.
- Intent is to allow residents (whom are not logistically constrained) to begin on-property work prior to the date where connection will be allowed. On the day the MD allows connection, contractor can come back, complete final tie-in to the house connections and then final inspections. Then residents can connect to MD infrastructure and taps can turn on.

Garry Middleton

- Concern regarding technical logistics of property. Is there any help from anybody at the MD technically?
- Permitting costs; will they be covered by the MD?
- Are there plenty of qualified local contractors? Concerns regarding concentration of work

MD Administration

- Encourage owners to reach out to contractors once pre-qualification process is complete. For the meantime, reach out to the MD.
- All on-property work shall be paid for by landowners, including permitting costs.
- Regarding contractors, the MD is planning a pre-qualification process for landowners whom do not have the resources or relationships with contractors in the area. Yes, there are contractors in the area whom are qualified to do the work.

David Seward

- If there are problems with groundwater will it be looked at before a private contractor is on site?

MPE

- Groundwater is prevalent throughout Beaver Mines. Ground has been disturbed, so likely to see a bit more coming to surface right now. Contractors can perform dig tests to assess ground conditions. Contractors should be prepared to expect high groundwater.

Virtual Question

- With the change to the funding, has the MD looked at ways to assist residents with the cost? MD guaranteed payment over multiple years could be made. Is the option for the MD to pay over years totally off the table and if so, what solutions have been discussed to assist residents whom may not be able to afford hookup fees in a lump sum?

MD Administration

- Residents are responsible for their own financing, encourage residents to reach out to local finance institutions if payment over time is desired.

Councillor Tony Bruder (MD)

- The MGA is clear that the MD is not allowed to loan money to residents. Should have never been an option that was provided.

Garry Marchuk

- This wouldn't be a loan, the MD should just pay for the project and the MD would get paid back over 20 years in monthly payment by everyone.

Councillor Tony Bruder (MD)

- Payback over time is a loan.

Garry Marchuk

- This is a change in rules and interpretation. 20 year payback over 20 years.

Virtual Question

- What would the average monthly cost be for the residents?

MD Administration

- Estimating at current utility rates an average user would pay \$25-\$35/month (\$20 base rate every 2 months, \$1.15/m³ consumption for water, \$12 base rate sewer)

Peter Falkenburg

- How many tie-ins in the community for the Beaver Mines project?

MPE

- 60-80 residents.

Garry Marchuk

- So \$600,000 maximum to finish the job, do it right. MD gets everything back over a period of time. Funds spent on whole project are provincial funds sent down to provide water to Beaver Mines. Finish the job. Don't change rules now, will cause hardship and create division in community. No need for that. All liability issues can be addressed.

MD Administration

- For clarification, grants received were never inclusive of on-property work, we can't use the grants for on-property work.

Garry Marchuk

- Commitment from MD would be \$600,000 on top end to invest in a community. Spend more on a bridge, never an issue on liability and payback. $\frac{3}{4}$ done, rules are changing.

MD Administration

- Concerns will be deliberated.

Bob Black

- Questions again on the decommissioning of current wells. Why do perfectly good systems need to be changed?
- Cost for relicensing wells?

MD Administration

- This is out of MD jurisdiction, AEP has indicated that residents must relicense wells for another use or reclaim their wells. AEP has indicated that relicensing for old wells is not always a good option depending on what residents have as wells must be drilled to current license requirements for successful application.
- Ballpark was just over \$1,000. Low volume wells still needs a pump test, well log, and water chemistry completed.

Lynn Calder

- With the new rules in place, this is going to prevent people from hooking up to the system. How many people need to hookup to make the system work?
- In case appeal process goes on for extended period or it fails, is there a backup plan for sewage if the appeal is granted?

MD Administration

- MD is planning for alternatives if not enough people are hooked up right away.
- The MD is working on backup plans in case of successful appeal.

7:45PM Closing Remarks from Deputy Reeve Tony Bruder

We are here now because there were statements or promises made that can not be followed up on. This puts us as Council in a bad position. We have to sit in front of you right now and answer questions to the best of what we can answer. I hope none of you think we as Council are getting enjoyment out of this.

The MGA does not allow the MD to loan money. In legal terms, this is a loan. This is not Council's interpretation of this. It is legal counsels' interpretation. This should never have been an option provided by previous Councils.

Please understand that we as council are mandated to make decision based on what is best for the entire municipality, not for specific communities within. As all of you know and understand, this project has hit many snags and changes throughout the process. We have been making decisions that we feel work best for the MD as a whole, and will continue to do so, just like and of you would if you were sitting at this front table. This set of bylaws is for those portions of the MD who are fortunate enough to have these services provided, not just for Beaver Mines. It will affect all communities within the MD that have water and sewer.

Please feel free to submit any further questions by email to the MD. Meeting notes and follow up questions will be answered prior to the public meeting, which will be held JAUNARY 10.

I would like to thank you all for attending on a night like this. We as council appreciate your time and concerns on this matter. We will continue looking into this bylaw, changes that are presented and will take your comments and concerns into consideration.

Once again, thanks for coming out and drive safe.

8:00PM

Meeting concluded.

Coffee with Council – Twin Butte
 Thursday, December 8, 2022
 6:00pm
 Twin Butte Hall

Attendees:

MD of Pincher Creek:

Reeve Rick Lemire, Deputy Reeve Tony Bruder, Councillors Dave Cox, Harold Hollingshead and John MacGarva, CAO Roland Milligan and Executive Assistant Jessica McClelland.

Audience:

Approximately 30 residents from the Division 1 area

Welcome from Reeve Rick Lemire

- Welcomed all to the meeting and thanked everyone for coming out
- Went around the room to the other Councillors so they can introduce themselves
- Introduced Constable Val Dennis to discuss Rural Crime Watch

Constable Val Dennis

- Is the constable for the MD to assist with MD related crime issues
- Local resident, lives in the Gap
- Pincher Creek will to see more rural crime and we need people looking after neighbors
- Many fuel thefts and damage to vehicles
- Partnered with Rural Crime Watch and Citizens on Patrol
- In the past, Police would put crime information in paper, but this is dated
- Rural Crime Watch is now using the RAVE alert program which can send a text immediately if there is something suspicious in the area

The following topics were discussed with Council and the public:

Snowplowing

- Thanks to Operator Brian Layton for the excellent snow removal
- Spread Eagle Road isn't being done to end of road
- No consistency in plowing, some roads are taking longer than a week to be cleared
- When they call Public Works they don't get anyone on the phone, just a message
 - Council clarified that there are 2 Graders in Division 1 during storms
- In the past, operators would call some of the residents to check the roads
 - Council discussed the turn over in staff due to retiring long time employees, it will take time for the new operators to learn the division
- Snow being pushed onto roads during private snow clearing is causing issues

Summer Grading

- Operators aren't pulling gravel from edge of road
- Suggestion that Council should have a look at the road going across Brocket, there is no grass on the shoulders

- With the grass on the side of the road it makes many of them too narrow for 2 vehicles to travel on
 - Council advised that operators are in training, so far 2 operators have been trained and Council has committed funds to continue the training

Mowing

- Questioned if mowing can be done earlier or rotating the starting point
 - Council explained the change in mowing procedures, due to fire hazard and dry conditions, it will be 2 mowers out with a water truck. Also that the MD is looking at contracting all grass cutting out
- Resident has concern with RR 28-2 off of 507, operator pulled the shoulders but didn't cut the grass and it left a mess that needs cleaned up, there is also a blocked culvert in that same area that needs cleaned out

Dust Control

- Spread Eagle road needs to be oiled earlier
- Safety issues at that corner
 - Administration made note of this concern and will discuss with Public Works for 2023

Council discussed the strategic plan (strat plan), currently administration is looking for a facilitator to assist Council in writing the strat plan which will include Public consultation to understand where the community wants to see the MD go in the future in regards to development, tourism, etc

Snow Fences

- Are all the snow fences up that need to be?
 - Council confirmed that some are not up as of yet, has been some landowner concerns

Social Media

- Does the MD have a Facebook page
 - Administration confirmed that we do have one, and offered assistance if they can't find it
- Resident questioned how he can stay up to date on things in the MD as he doesn't read the paper
 - Administration directed him to the website, social media, or to call the office with questions

Development

- Resident questioned why the MD is wanting development? There is no benefit other than increased traffic and garbage
 - Council discussed that they hear that by developing they are taking land out of agriculture, people can subdivide off their house but it is still zoned ag
 - Lots of people purchase ag land and never farm/ranch it
- Nature Conservancy purchased 3 ½ sections of land that is over grown and a fire danger, what can MD do?
 - MD looking into what powers they have with this to ensure safety and land being maintained

Business License

- Council discussed that they are looking into business licenses for the MD, currently they are not required
- This is not a money grab, it would be a way to identify what we have for businesses in the area

Tourism

- Resident questioned how the Council can approve recreation without a strat plan
- Who monitors tourism in the area
 - Alberta Southwest promotes the area, Council has no control over that
- Resident questioned why Council doesn't put a moratorium on recreation until the strat plan is done

- At this time Council has not discussed this option
- Council needs to protect what's already here, not bring more people in
- Can Council cap businesses and development?
 - Plans can map out where the community wants industry/tourism
- Land Use Bylaw states that proposals should not effect neighboring landowners
- Suggestion was made that the developer should have a public meeting prior to a first reading of a change in land use
- Resident questioned why notification is only sent out to residents 2km away
 - Administration clarified that 2km for permits is far
 - Notification of permits are also posted on social, website, paper

Eco Centre Concerns

- If residents drive around North side, there should be more room, you end up stuck behind people
- Or put stairs on the South side of bin
- Can MD look at a pin pad for a locking gate so landowners can go in after hours
- Can net wrap have its own bin, and not need to be bagged
- Is it possible to get a glass bin
 - Administration will look into changes to Eco Centre bins

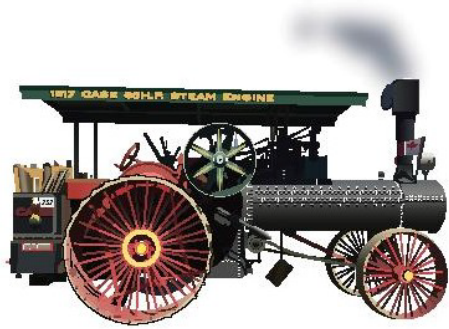
Twin Butte Fire Hall

- Council questioned if there was still interest in a Fire Hall at Twin Butte, it would come down to volunteers
- Resident questioned if there was funding
 - Not provincially at this time
 - There are groups that fundraise strictly for Emergency Services
- Residents felt there was enough interest for volunteers that it would be beneficial to move forward

West Lake Energy – Carbon Collection Plant

- Residents question rumours about the carbon collection plant
 - Westlake did have a public announcement, but no new information since May
 - Provincial Government is pushing for it to be approved
 - MD Council can suggest they have an open house next time they come to Council

Meeting concluded at 8:24 pm.



HERITAGE
Acres
Farm Museum



E1

Meet with MD Council
December 13, 2022

WHAT IS HAPPENING TODAY AT HERITAGE ACRES?



LAST SUMMER



LAST SUMMMER



DEMONSTRATIONS & SHOWS



WHAT'S NEW?



THANK YOU





BOARD OF DIRECTORS' MEETING

MINUTES

Thursday, September 1, 2022 – 7:00 p.m.

ORRSC Conference Room (3105 - 16 Avenue North, Lethbridge) or ZOOM Virtual Meeting

BOARD OF DIRECTORS:

Colin Bexte (Absent)	Village of Arrowwood	Brad Koch (Absent)	Village of Lomond
Kent Bullock (Absent)	Village of Barnwell	Gerry Baril (Absent)	Town of Magrath
Dan Doell (Absent).....	Village of Barons	Peggy Losey (In Person)	Town of Milk River
Mike Wetzstein (Absent)	Town of Bassano	Dean Melnyk (Absent)	Village of Milo
Ray Juska (Absent).....	City of Brooks	Victor Czop (Virtual).....	Town of Nanton
Roger Houghton (In Person)	Cardston County	Marinus de Leeuw (In Person)	Town of Nobleford
Allan Burton (Virtual).....	Town of Cardston	Henry de Kok (Absent)	Town of Picture Butte
Sue Dahl (Absent)	Village of Carmangay	Tony Bruder (Virtual)	M.D. of Pincher Creek
Patricia Curry (Absent).....	Village of Champion	Don Anderberg (Virtual)	Town Pincher Creek
Brad Schlossberger (Absent)	Town of Claresholm	Ronald Davis (Absent).....	M.D. of Ranchland
Jesse Potrie (In Person)	Town of Coalhurst	Neil Sieben (Absent)	Town of Raymond
Tanya Smith (In Person).....	Village of Coutts	Don Norby (Absent)	Town of Stavely
Dave Slingerland (Absent)	Village of Cowley	Matthew Foss (In Person).....	Village of Stirling
Dave Filipuzzi (In Person).....	Mun. Crowsnest Pass	John Turcato (Absent).....	MD of Taber
Dean Ward (In Person)	Mun. Crowsnest Pass	Raymond Coad (Virtual).....	Town of Vauxhall
Stephen Dortch (In Person)	Village of Duchess	Christopher Northcott (Virtual)	Vulcan County
Gordon Wolstenholme (In Person).....	Town of Fort Macleod	Richard DeBolt (In Person)	Town of Vulcan
Mark Peterson (In Person).....	Village of Glenwood	David Cody (In Person).....	County of Warner
Suzanne French (Virtual)	Village of Hill Spring	Scott Alexander (Absent)	Village of Warner
Morris Zeinstra (In Person).....	Lethbridge County	Maryanne Sandberg (In Person) ..	M.D. Willow Creek

STAFF:

Bonnie Brunner	Senior Planner	Gavin Scott.....	Senior Planner
Diane Horvath	Senior Planner	Hailey Winder	Planner
Steve Harty.....	Senior Planner	Raeanne Keer.....	Executive Assistant

Prior to the start of the meeting Steve Harty, Senior Planner, introduced Raeanne Keer as the newest member to join the Oldman River Regional Services Commission who is fulfilling the role of Executive Assistant.

Steve also announced the passing of Councillor Ian Sundquist. It was noted that Councillor Sundquist was a Councillor for the Municipal District of Willow Creek for 27 years, a member of the ORRSC Board of Directors for 8 years, and a member of the Executive Committee for the last 5 years. Steve acknowledged that Councillor Sundquist provided a number of invaluable contributions to the Board and Committee over the years with all his years as a long-standing elected official.

Chair Gordon Wolstenholme called the meeting to order at 7:04 pm.

1. APPROVAL OF AGENDA

Moved by: Peggy Losey

THAT the Board of Directors adopt the Agenda for September 1, 2022, as amended, with the addition of:

Agenda Item 6.c Executive Committee Membership.

CARRIED

2. APPROVAL OF MINUTES

Moved by: David Cody

THAT the Board of Directors approve the meeting minutes of June 2, 2022, as presented.

CARRIED

3. BUSINESS ARISING FROM THE MINUTES

There was no business arising from the minutes.

4. PRESENTATION

**Municipal Land Use Suitability Tool – Municipality of Crowsnest Pass
Presentation from Diane Horvath and Hailey Winder**

Diane Horvath, Senior Planner, and Hailey Winder, Planner, presented on the Municipal Land Use Suitability Tool (MLUST) and a case study on the development of the MLUST in the Municipality of the Crowsnest Pass.

Diane presented on the purpose, history, process, product, and goals of developing an MLUST for your municipality as a decision-support tool to be used by Council.

Hailey presented on the roles and expectations of participants and partners, the determination of values for specified features, and how the values are layered on maps to provide district areas of “most suitable” and “least suitable” for various types of development.

The Board discussed its usability for other areas of interest and on the potential to re-use data for more complex mapping.

5. REPORTS

a. Executive Committee Report

Chair Wolstenholme presented the Executive Committee Report to the Board.

6. BUSINESS

- a. Subdivision Activity**
 - **Year to Date to July 2022**

Chair Wolstenholme presented the Subdivision Activity Report to the Board.

- b. ORRSC Periodical – Short Term Rentals and Vacation Homes**

Gavin Scott, Senior Planner, presented the Fall 2022 edition of the ORRSC Periodical, and stated that it focus on short term rentals and vacation homes.

- c. Executive Committee Membership**

Chair Wolstenholme stated that with the recent passing of Councillor Sundquist, the Board of Directors must determine how it would like to move forward with the membership of the Executive Committee. He stated that in accordance with the Board of Directors and Executive Committee Bylaw 2021-01, an eligible board member will be elected to the Executive Committee at the next quarterly meeting.

Chair Wolstenholme stated that the Annual Organizational Meeting will be held on Thursday, December 1, 2022 and therefore the current Executive Committee would be continuing with one less member for only two meetings, October and November. He noted that the Executive Committee has determined that they are satisfactory with operating as a six member Committee for the remainder of 2022.

Moved by: Richard DeBolt

THAT the Board of Directors, notwithstanding Section 15.6 of the Board of Directors and Executive Committee Bylaw 2021-01, approve the Executive Committee to operate with a committee composed of the Chair, Vice-Chair, and the four remaining elected members for the remainder of 2022.

CARRIED

7. ACCOUNTS

- a. Balance Sheet and Comparative Income Statement**
 - **As of July 31, 2022**

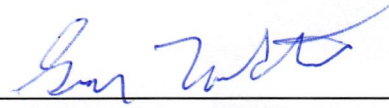
Moved by: Tanya Smith

THAT the Board of Directors approve the Balance Sheet and Comparative Income Statement as of July 31, 2022

CARRIED

8. ADJOURNMENT

With no further questions and nothing further to discuss, Chair Gordon Wolstenholme adjourned the meeting, the time being 7:56 pm.



Gordon Wolstenholme, Chair



Lenze Kuiper, Chief Administrative Officer

**THE CROWSNEST/PINCHER CREEK LANDFILL ASSOCIATION
MINUTES
November 23, 2022**

The regular meeting of The Crowsnest/Pincher Creek Landfill Association was held at 9:40 am Wednesday November 23, 2022 at 1037 Herron Ave Pincher Creek, AB The MDPC Council Chambers.

Present: Tony Bruder, Municipal District of Pincher Creek #9
John MacGarva, Alternate Municipal District of Pincher Creek #9
Dean Ward, Municipality of Crowsnest Pass
Dave Filipuzzi, Municipality of Crowsnest Pass - ABSENT
Doreen Glavin, Municipality of Crowsnest Pass
Mark Barber, Town of Pincher Creek
Dave Slingerland, Village of Cowley
Dean Bennett, Landfill Manager
Jean Waldner, Landfill Office Supervisor
Chelsie Antoniuk, Landfill Administrator (Training)

AGENDA

Additions to the Agenda 4, c. Cost Breakdowns 4, d. Proposed Budget Increase 3% on waste disposal.

Dave Slingerland

Moved the agenda be adopted with above additions. Carried. 11.23.22-2110

MINUTES

Doreen Glavin

Moved the minutes of October 19, 2022 be adopted as circulated. Carried. 11.23.22-2111

Dave Slingerland

Moved the special zoom in camera minutes of November 17, 2022 be adopted as circulated. Carried. 11.23.22-2112

MANAGER'S REPORT

- MSW has slowed down this month because of Winter Driving Conditions.
- Industrial Cell has slowed down also because of Winter Conditions. We have secured another Large industrial cell contract for 10,000 tonnes. This is a nice boost at year end.
- I met with the M.D. Administration mid November we worked together to cut costs to their contract with us. Our new F550 Haul Truck is saving us time, and saving them money.
- The new Eco centre has been running great. We have cross trained our employees to handle unexpected employment issues. We are now working with the MDPC on holiday closure schedules and advertising.

-Recycling at the MD-PC Eco Centre has never ran better. Recycling in the Crowsnest Pass is going through the same issues that Pincher used to have with people piling garbage outside the bins that isn't even recycling. We continue to find garbage and debris inside the bins as well.

-I met with Meyer Norris Penny our accountants November 3rd, to go over the software program they suggest. Quick Books Online is a modern accounting program a lot of companies are switching too. It is a more stream line accounting system, that I can access at anytime instead of asking our accountants. MNP suggest we get started now before next years rollover. So the Office Supervisor and our new accountant that we just hired will be working diligently to make this happen.

-The company we awarded the bid to crush the cement pile has started their sorting and hopes to start crushing next week.

-We had another shredding demo put on by Kompteck, this is a big shredder capable of shredding several items at one time. This will reduce the amount of waste going into the landfill.

Tony Bruder

Moved the Manager's report be adopted as presented.

Carried. 11.23.22-2113

FINANCIAL REPORT

Administration went over the Income Statement and Balance Sheet from November 17, 2022 She answered any questions arrived from the statements.

Mark Barber

Moved the financial reports be accepted as information.

Carried. 11.23.22-2114

COST BREAKDOWN FOR WASTE DISPOSAL RATES.

The Manager of the Landfill presented to the Board Members various scenarios if we didn't accept Out of Province Waste or Industrial Cell Waste. Also Tipping fee comparisons from other Landfills. After detailed explanations the Board understood that without our other forms of revenue we would have to totally revamp our Landfill with big cutbacks, layoffs, and major increases to each Municipality resulting in much higher tipping fees.

Doreen Glavin

Move this report be accepted as information.

Carried. 11.23.22-2115

2023 ANNUAL OPERATIONAL BUDGET PRESENTATION WITH PROPOSED 3% INCREASE.

The Manager of the Landfill presented our 2023 annual Operational Budget. He went over every Budget line item in detail explaining what was spent last year and what we expect to spend this Year. He explained that with fuel price increases that we have no choice but to increase all tipping Fees by 3% across the board. Compared to other landfill we are still significantly lower in our tipping fees.

Dave Slingerland

Moved that the 2023 Operational Budget be approved at a 3% increase.

Carried. 11.23.22-2116

DONATION REQUEST FROM SOUTHWEST ALBERTA SKATEBOARD SOCIETY

A Donation request from the Southwest Alberta Skateboard Society for start up costs.

Doreen Glavin

Moved that no donation be granted at this time. Once the Skateboard Park is actually up and running they are welcome to re-apply for a donation at that time. Carried. 11.23.22-2117

DONATION REQUEST FROM THE LIVINGSTONE SPORTS BOOSTER CLUB

A donation request from the Livingstone Sports Booster Club for operational costs and student subsidies.

Mark Barber moved that \$500.00 be awarded to the Livingstone Sports Booster Club for operational cost and student subsidies. Carried. 11.23.22-2118

ADDITIONAL REQUEST FOR DONATION

Mark Barber made a special request to the other Board Members to increase our yearly donation Amount by \$1000.00. He would like to see the remaining amount of \$350.00 plus the requested \$1000.00 extra be donated to Stars Air Ambulance because we have in the past donated to this crucial organization.

Mark Barber

Moved that \$1350.00 be donated to Stars Air Ambulance. Carried. 11.23.22-2119

Correspondence: Thank you card from the Beaver Mines Association.


NEXT MEETING DATES


December 21, 2022 (To be held 9:00 am at the Landfill)

ADJOURNMENT

Doreen Glavin

Moved the meeting adjourn at 10:54 am Carried. 11.23.22-2120


CHAIRMAN


ADMINISTRATION



M.D. OF PINCHER CREEK NO. 9 OPERATIONS REPORT

G1a

Current Public Works Activity

- Road Maintenance – Public Works has Nine (9) graders out on the roads doing road maintenance and snow removal.
- Snow removal and street maintenance in the Hamlets of Lundbreck, Beaver mine and Pincher station during snow events
- Planning ongoing for the approved capital and internal project for 2023.
- Quotes and estimates and being refresh for the equipment approves by council in the 2023 capital budget.
- Permanent snow fence repair and installation in progress.
- D7 Dozer has been used to open some drifted road over the last couple weeks
- Gravel crushing started October 3, 2022 at the summerview pit +- 15,000 CY has been crushed and crusher has been moved to the Livingstone colony pit. Crushing completed at the Livingstone colony. Crushing on going at the Vantol pit.
- Boat Club Road has been completed Monday September 19, 2022 and environmental assessment was also completed September 27, 2022. Preliminary design and Opinion of probable cost have been received November 10, 2022. Meeting held with Alberta December 14, 2022.
- The MD has retained the professional service of DK blade services to provide technical training to our grader operators. Training has started October 17, 2022 and was completed for 2 operators on October 28, 2022. More training to be schedule in the spring of 2023.
- Training and sign off on the new Skid steer completed.
- Garbage, Recycling, water to the airport... being done weekly by PW crew.
- Working on call log items daily.

Energy Projects Update

MD Estimated Annual Energy Savings: \$14,411.16

MD Funding Secured (Total): \$173,098

No update completed due to employee vacation

- **General Updates**

- Arena Furnace upgrades (75% grant funded) complete October 20, 2022. Awaiting funding closeout
- Lebel Mansion LED light retrofit scheduled to be completed December 8, 2022
- Airport thermostat upgrade with occupancy sensors complete October 17, 2022
- Admin Endotherm boiler additive (increased heat retention) planned Oct 26, 2022. Delayed due to failed gasket, awaiting machined replacement
- Admin LED lighting swaps to begin late January due to shipping delays
- Weatherstripping upgrades at PW, Admin, and Airport scheduled for when Public Works has capacity
- Lighting retrofit at Lundbreck grader shop, sand shed, PW Quonset scheduled for when Public Works has capacity and a man lift
- Industry outreach underway with Westlake, Enel. No response from Vestas, TransAlta, Siemens, Pieridae
- Developing fuel usage tracking system within GIS dashboard
 - Received data from newer graders that have tracking within the CAT app
 - Conducting benchmarking to track the implementation of idling policy
 - Fuel usage report developed December 1, 2022

- **EV Chargers**

- Design complete for MD admin building, MD PW shop, and CMR Oct, 2022
- Funding from Enel Green Power received in the amount of \$20,000 USD
- Grant application to Southgrow for remaining funds Oct 19, 2022
- Castle Mountain Resort has agreed to supply \$2,000 towards their installation
- Grant for remaining funds from SouthGrow secured November 30, 2022.
- Targeted installation late January due to delays with Castle submitting PO

- **Eco-centre Solar Installation**

- Awarded to Riteline for 2.4 kW array
- Microgeneration application complete Sept 28, 2022, neighbouring properties notified as per regulations Sept 6, 2022. No comments received back
- Install completed November 18, 2022
- Scheduled to begin generating power December 16, 2022. Delayed due to permitting error.

- **Climate Resiliency and Adaptation Plan**

- \$160,000 funding approved from MCCAC
 - \$140,000 towards the contracted study

- \$20,000 towards staff wages, training, and community event
- Kickoff Oct 3, 2022
 - Team: Tristan Walker, David Desabrais, Brett Wuth, and Andrea Hlady
- Presentation of project plan to MD and Town council Oct 11, 2022
- Data acquisition started Oct 13, 2022, community showcase complete Nov 8, 2022
- Survey launched November 29, 2022 scheduled to end December 23, 2022. 50 responses to date
- **Clean Energy Improvement Program**
 - Bylaw passed Oct 11, 2022
 - In discussion with FCM to determine funding
 - FCM has indicated substantial funding has been allocated to Alberta
 - Targeted program development start date Jan 15, 2023
 - Targeted program launch date Sept 15, 2023

Capital Projects Update - Bridges

- **Bridge File 75377 – Local Road over Screwdriver Creek, NW-08-06-02-W5M**
 - Construction awarded to 2nd lowest bidder
 - East Butte: **\$306,011 (Eng. Est./Don Boyce \$309,044)**
 - **Conditional** Construction completion certificate **issued December 16th, 2022. expected mid-December**, additional cleanup and deficiency work required to be complete by April 15, 2023. **10% holdback (\$22,000) cannot be released until complete**
 - **Total approved budget: \$434,000, Anticipated Actual: \$370,000**
- **Bridge File 75265 – Local Road over Heath Creek, NE-11-10-01-W5M**
 - Tender awarded for engineering in 2021
 - Roseke Engineering at **\$52,162.00 (Budget \$53,000.00)**
 - Tender cancelled for construction in 2022
 - Survey has determined that the whole bridge and road is off the road right of way. Roseke Engineering will provide the MD with a survey plan to use for land negotiations.
 - The Historical Resources Application for this project has been approved.
 - Land is purchased and agreements are signed. Title registration may take a few months
 - STIP Application submitted, **awaiting response prior to re-Tender**

- **Bridge File 7743 – Local Road over Gladstone Creek, SW-23-05-02-W5M**
 - Tender awarded for engineering in 2021
 - Roseke Engineering at **\$45,015.00 (Budget \$46,000.00)**
 - Tender awarded for construction in 2022
 - Volker Stevin at **\$267,700 (Budget \$280,500)**
 - Contractor planning staged construction approach, minimizing closure to less than an hour. Waiting for traffic accommodation plan. ECO Plan received.
 - Lumber supply issues are delaying construction start, lumber is in for treatment, delayed to early 2023.
 - Pre-construction kickoff completed December 7th, 2022.
 - Calls completed & letters sent to effected landowners & businesses Sep 1st indicating change in schedule and closure plan
 - Awaiting revised 2023 construction plan

- **Bridge File 2488 – Fisher Bridge, NW-26-07-02-W5M**
 - ISL awarded Supply-Build Engineering contract
 - Design, Supply, & Fabrication of Prefabricated Bridge awarded to Algonquin Bridge **(Cost: \$458,040. Eng. Est: \$638,000).**
 - RFPQ (Request for Contractor Pre-Qualification) for Installation has been sent out and closed July 26th. Installation RFQ bids received September 14th, 2022. Awarded to low bidder **(Cost: \$330,954. Eng. Est: \$349,000)**
 - Sure-Seal beginning document submission. Review of site conditions complete, TAS & eco-plan drafts received. Pre-construction meeting complete October 26th, 2022.
 - Contractor plans to prepare bridge on private property NW of crossing over the Winter. Bridge steel unloaded November, 2022.
 - Revised construction schedule received, contractor plans to break over Winter and remobilize in early May to install abutments and remove existing bridge. Contractual completion is end of June, 2023

- **Bridge File 74048 – Todd Creek Culvert, NW-36-009-03 W5M**
 - Pricing Received for Preliminary Engineering & Design
 - Evaluating maintenance and/or replacement options for the 1962 1.8mx1.1mx15.8m culvert
 - Class C waterbody with Restricted Activity Period (RAP). No detour

- **Bridge File 70175 – Yarrow Creek Bridge Rehabilitation, NW-22-003-030 W4M**
 - Pricing Received for Preliminary Engineering & Design
 - Evaluating maintenance design for the 1908 4.3m bridge
 - Class C waterbody with Restricted Activity Period (RAP) and critical habitat for at-risk species

- **Bridge File 75801 – Oldman River Tributary Culvert, SW-09-010-01 W5M**
 - Pricing Received for Preliminary Engineering & Design
 - Evaluating maintenance design for struts the 1953 1.4mx1.6mx24m culvert
 - Class D waterbody with no RAP

- **Bridge File 76294– 2nd Tributary to Castle River, SW 32-006-01 W5M**
 - Preliminary Engineering & Design awarded to Roseke July 14, 2022
 - Preliminary survey & drafting complete, Preliminary Engineering & Design complete as of Sep 28. QAES Complete, fish passage likely not a concern.
 - Recommendation is replacement with an upsized 1.6m diameter x 27m L single culvert (existing structure is 1.5m diameter x 18.3m L).
 - Design for 76294 complete, rip-rap modified on downstream end to avoid need for land acquisition
 - STIP Application drafted and submitted November 23rd, **awaiting response**

- **Watercourse Crossing Inspection & Remediation Project – 100% Grant funded**
 - **\$150,000** in grant funding awarded for Year 1 of this program
 - **Fintegrate** awarded initial contract to assess all MD crossings, prioritize for remediation, & perform detailed regulatory authorizations
 - Work has begun on prioritization & initial assessment, 175+ crossings reviewed
 - 4-5 crossings have been identified to date that are in poor structural condition and have serious fish passage concerns
 - Contractor has completed initial assessments for priority areas. Awaiting Alberta Environment input prior to completing one or two detailed assessments to feed into additional funding asks
 - Application submitted for additional \$114,000, mostly to complete engineering & design for remediation of crossings
 - Anticipate moving forward with design of 3 crossings, and construction of 1 within 2023-2024 AB fiscal year. Proposals received for 3 eligible crossings:
 - **BF 7080 Dunganvan Creek Culvert Replacement, SW-17-003-29 W4M**
 - **Tapay (Carbondale) Road over Iron Creek Culvert Replacement, SW-15-006-03 W5M**
 - **TWN Rd. 31A (Chapel Rock) over South Todd Creek Culvert Replacement, SE-023-09-03 W5M**
 - Anticipating future regulatory Directives around making dealing with SAR crossings mandatory
 - Requested Y1 grant extension to July 31st, 2023

Roads

- **Range Road 1-2 (Bitango Road) - Engineering 2022 – Budget \$40,000 - Const. 2023**

Replace 64m of culvert 24" culverts with a 36" diameters culvert. Repair slides and sink holes on side slope.

- Engineering Proposals have been submitted by 3 different firms and is under review by Public Work. Engineering contract will be awarded in 2022.
- Service agreement for professional service has been signed with ISL Engineering and Land Services LTD on February 23rd 2022.
- Geotechnical Boring scheduled for April 05, 2022.
- Site Visit was held April 21st 2022.
- Environmental Scientist was on site June 29, 2022 to begin the environmental review.
- Design Brief meeting was held August 23, 2022
- ISL to start working on the tender package.

- **Station Street (Pincher Station) - Engineering 2022 – Budget \$40,000 - Const. 2023**

Repair subgrade and install new asphalt on approximately 70m on intersection of 3rd avenue and Station Street and approximately 360m on Station Street going east to seed cleaning plant. Install culvert across 3rd avenue to drain water from North side of Station Street.

- Engineering Proposals have been submitted by 3 different firms and is under review by Public Work. Engineering contract will be awarded in 2022.
- Service agreement for professional service has been signed with ISL Engineering and Land Services LTD on February 23rd 2022.
- Geotechnical Boring scheduled for April 05, 2022.
- Site Visit was held April 21st 2022
- Scope Change 1 (Utilities coordination, Hydrovac and Processing) has been approved July 18, 2022.
- Utility Crossing agreements signed Aug 03, 2022.
- Utility locating and surveying has been completed August 22, 2022
- Preliminary and Construction estimates have been received September 16, 2022 for review.
- ISL to start working on the tender package

- **Patton Avenue (Lundbreck) - Engineering and construction 2023 – Budget \$72,000**

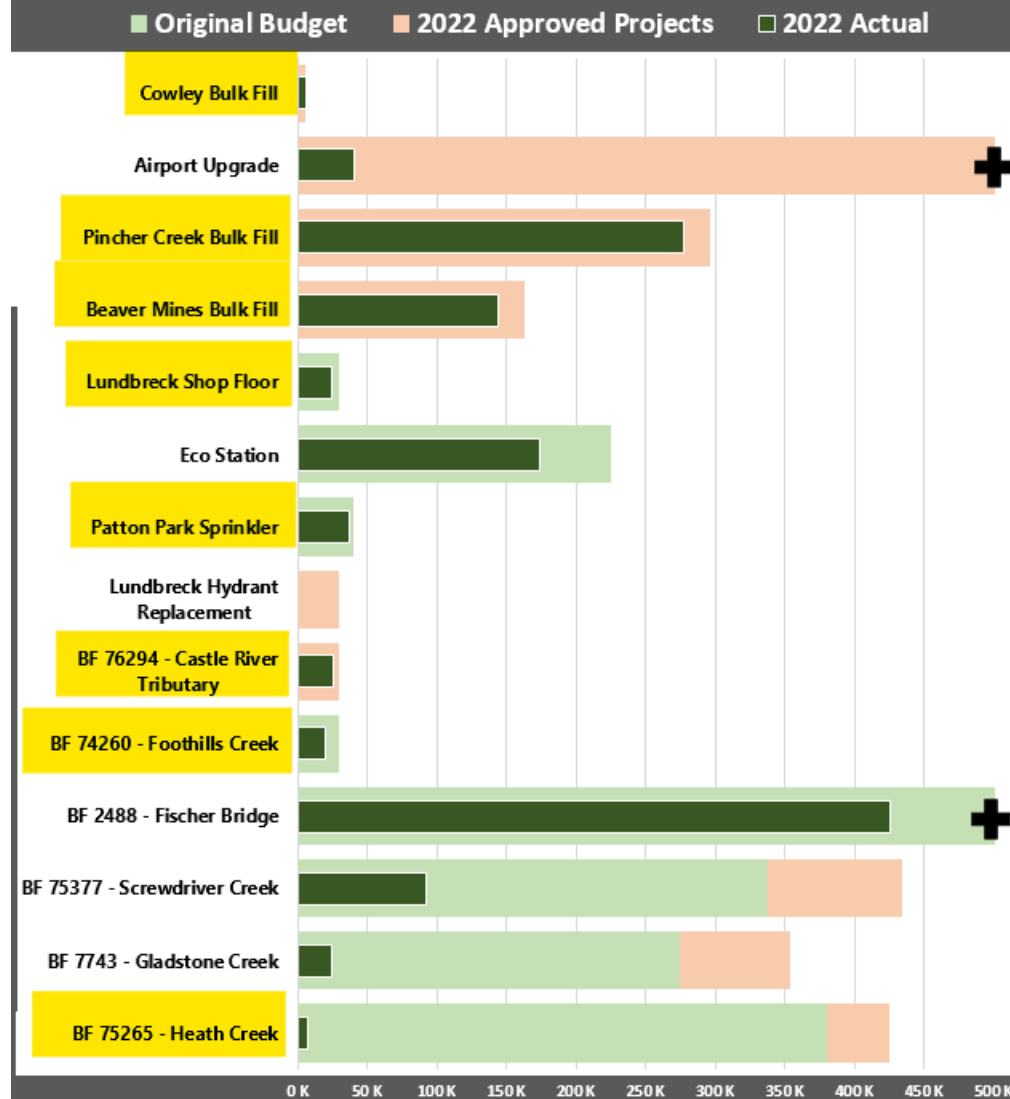
Improve drainaige on the east boulevard of Patton Avenue to create positive drainage to the catch bassin on the North end.

- Service agreement for professional service has been signed with ISL Engineering and Land Services LTD on December 12th 2022

Large Capital and Other Projects

Total Approved Budget: **\$3,189,000**. Spend as of **Jan 3, 2023: \$0**

2022 Closeout (highlight indicates no more payment expected)



2023 - Under Development

Airport Lighting – **Design 2022, Construction 2023**

Install Airport Airfield Lighting Replacement, with portion of funds from STIP

- Design-build contract awarded to Black & McDonald (**Cost: \$979,600, Original Budget: \$867,000**)
- Contractor (Leo Reedyk) engaged to manage tendering, project award, construction, commissioning, etc.
- It is expected that increasing the runway length will provide benefit in terms of classes of aircraft the airport can support. Design deliverables with revised thresholds complete, Mobilization anticipated in May 2023, 6-8 weeks construction required.
- IFC Drawings received Dec. 6, 2022. In process of formally finalizing costs due to unit/quantity changes prior to material orders.

Lundbreck Sewer System Repairs, Flush, & Inspection – Design/Construction 2023

Repair of 3 sewer main locations within the Hamlet of Lundbreck

Lundbreck Lagoon Resiliency Analysis & Regionalization – Engineering 2022

Review Lagoons ability to take on more flow (both regular and high strength). Review Cowley Lagoons ability to do the same, and options for regionalization

- ACP Grant submitted in 2022, will not hear back until March/April 2023

Beaver Mines Trail – Design/Construction 2023

Phase 1 design along HWY and potential construction (if funds are available)

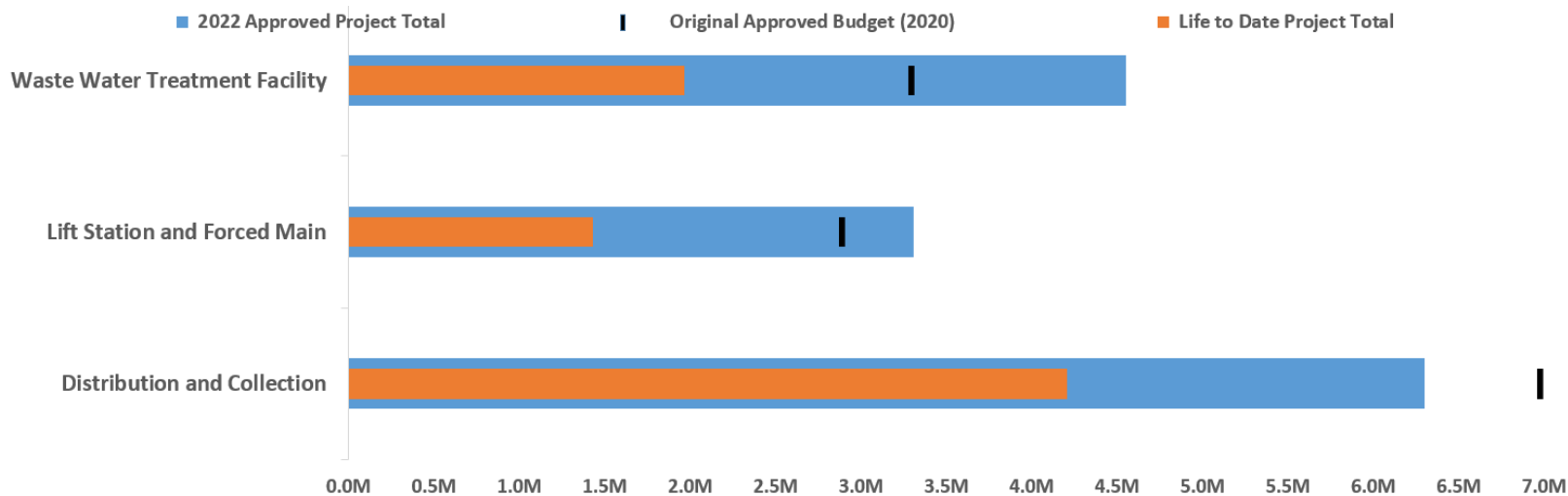
Therriault Dam – Geotechnical & Misc. Studies – Engineering 2023

Address high priority deficiencies for the Therriault Dam

BEAVER MINES

Total Appr. Budget: \$14,155,710. Spend as of Dec 16, 2022:

~~\$6,850,279~~ \$7,600,997



Beaver Mines Water Distribution, Collection System.

- Tender was awarded to BYZ on July 21, 2021.
 - 1. BYZ Enterprises Inc. **\$5,468,977.50 (Budget \$6,251,600)**
 - Bi-weekly construction updates **paused until full remobilization**
 - Servicing work along 2nd Avenue completed.
 - BYZ has continued to indicate fuel prices over the construction season have been a major issue for them and sub-contractors. Informal requests have been made for additional compensation throughout the year and have not been entertained to date. Formal requests made for **\$134,441. Request denied.**
 - Meeting with PCES work on plan for hydrant activation once construction allows complete, PCES to be notified once 8th St. Connection complete. PCES will test hydrants when weather allows after this connection is complete
 - **BYZ hit a gas line during connection at 8th street and had to shut down prematurely due to cold weather. They plan to remobilize when the weather is favourable to complete this connection. This critical connection is required prior to hydrant testing.**
- **Beaver Mines Waste Facility/System**
 - Tender was awarded to BYZ on May 31, 2022
 - BYZ Enterprises **\$2,338,309.00 (Original Budget \$2,076,999)**
 - Waste System will not be ready until 2023 at the earliest to allow for the AEP Approval Process to run its course
 - Mobilization began week of Aug 29th for road and forcemain work. Forcemain installed, hydrotest complete. Road grade complete. Geotextile over road complete, gravelling underway. Building foundation work underway, BYZ partially demobilized for Winter.
 - **Fortis has complete install of power, not yet energized**
 - Dosing and septic tank installation underway, building work to continue through Winter
 - **Expected partial remobilization mid-January**

- **Beaver Mines Forcemain & Lift Station**
 - Tender was awarded to Parcon for Lift Station June 15th **\$2,326,091 (Original Budget: \$2,220,000)**
 - Construction awarded to low bidder for forcemain work:
 - TA Excavating: **\$386,925 (Eng. Est. \$600,000)**
 - Pre-construction kickoff completed June 23rd, 2022 for Lift Station
 - Site mobilization for lift station expected mid July. Long lead generator and electrical control center identified as major point of supply chain delay that has potential for substantial delay. Working with contractor and engineering firm to mitigate this issue and come up with a temporary solution
 - Lift Station underground foundation work complete. Standing walls, masonry, and roofing complete. Temporary power energized. Stairs, plywood, and steel liner underway.
 - Forcemain work to be revised into a contract, expected to take place in Spring 2023

24 August, 2021 – Appellants withdraw their request for “a stay” in regards to our construction based upon the proposed build schedule. Where the Force Main and Waste Water Facility will be later in 2022 and 2023, it is felt that there is enough time for the Appeal to run its natural course without impacting our proposed construction schedule. This approach by the Appellants was very much appreciated by the MD.

Our first pre-meeting with the Board was Dec 8th, 2021

Our first Mediated Meeting with the Board and the Appellants is Dec 15th, 2021. (Calgary)

First meeting was held and follow up meeting is slated for February 23, 2022. Meeting with the Board was on Feb 23rd

Second mediation took place August 10th, 2022. Legal/MD response complete, meeting with mediator on path forward to be held September 23rd, 2022. Additional response requested by Board by Oct 18th; complete, multiple responses between board, MD, and Appellants in last month, currently awaiting Appellants response by Nov 21, 2022. Response received December 13th, 2022. Currently awaiting result of discussions between legal teams and board on path forward.

This is a multi-month process, so it is hoped our Appeal process will conclude within this timeframe and any direction by the Appeal Board in the manner of additions to our project, can be treated as change orders.

Recommendation:

That the Operations report for the period December 8th – January 4th, 2023 is received as information.

Prepared by: Roland/Eric/David/Tristan

Date: January 4th, 2023

Submitted to: Council

Date: January 10th, 2023

	DIVISION	CONCERN/REQUEST	ASSIGNED TO	ACTION TAKEN	REQUEST DATE	FOLLOW UPDATE	COMPLETION DATE
2022-242	Div 1	Wind Fence Down at property and needs fixing. Few hundred feet on top of hill.	Tony N	-	July 29, 2022	Post has been installed	-
2022-280	Div 1	Sharp edge on side of bridge was hit by grader a couple of years ago. Requesting repair.	Bob M	-	September 7, 2022	Taper down section of Guard Rail to be replace	-
2022-313	Div 4	Road Needs Grading, Cattle Guard Rough on Skyline, Perm Snow fence still needs attention	Shawn/Jon	-	October 24, 2022	Texas gate has been graded and smothed out. Post has been installed for permanent snow fence repair. Some work has been done, need to confirmed its been all completed.	-
2022-339	Div 1	Perm Snow Fence Issues on road	Jon	-	October 31, 2022	Message Sent to Jon - Post have been put in	-
2022-341	Div 1	Snow Drifting, Conditions changed from removed snow fence	Eric/Jon	-	November 2, 2022	-	-
2022-371	Div 3	Radar Sign down	Jon	-	November 8, 2022	First call submitted. Sign was picked up by Volker and will be re-installed	-
2022-426	Div 4	Requesting Road be done.	Shawn	Completed	December 5, 2022	-	December 14, 2022
2022-428	Div 3	Requesting Taxiway be plowed	Bob M	Completed	December 5, 2022	Bob Informed, will be completed Dec 07, 2022	December 8, 2022
2022-429	Div 4	Requesting Driveway be done	Shawn	Completed	December 5, 2022	Shawn Informed	December 12, 2022
2022-430	Div 5	Requesting Road be done.	Tony T	Completed	December 5, 2022	Tony Informed	December 7, 2022
2022-431	Div 1	Requesting Driveway be done	Brian	Completed	December 7, 2022	Brad Informed	December 7, 2022
2022-432	Div 3	Requesting Airport be cleaned	Bob M	Completed	December 7, 2022	Bob Informed, will be completed Dec 07, 2022	December 8, 2022
2022-433	Div 2	Asking if they could build permanent snow fence with MD Materials for hill where drifting happens	Eirc	Completed	December 7, 2022	Agreed to her request, will reach out in the spring to pick up material.	December 14, 2022
2022-434	Div 5	Requesting Road be done.	Tony T	Completed	December 7, 2022	Tony Informed	December 7, 2022
2022-435	Div 1	Asking if Twin Butte Hall could be plowed for Coffee Night	Brian	Completed	December 7, 2022	Brian Informed	December 8, 2022
2022-436	Div 3	4th st sign missing	Don	-	December 7, 2022	-	-
2022-437	Div 2	Requesting Road be done.	Kent	Completed	December 8, 2022	Kent Informed	December 8, 2022
2022-438	Div 5	Requesting Road be done.	Tony T	Completed	December 8, 2022	-	December 9, 2022
2022-439	Div 4	Requesting Road be done.	Shawn	Completed	December 8, 2022	Shawn Informed	December 8, 2022
2022-440	Div 4	Requesting Road be done.	Joh	Completed	December 8, 2022	Joh Informed	December 8, 2022
2022-441	Div 1	Requesting Approach	Brad	Completed	December 8, 2022	Brad Informed	December 8, 2022
2022-442	Div 4	Requesting Driveway be done	Shawn	Completed	December 8, 2022	-	December 8, 2022
2022-443	Div 5	Requesting Approach Kept Open	Tony	Completed	December 8, 2022	Tony Informed, will keep the approach clean as much as possible.	December 8, 2022
2022-444	Div 4	Request Ally be done	Joh	Completed	December 8, 2022	Joh Informed	December 8, 2022
2022-445	Div 5	Requesting Twp 9-4	Tony T	Completed	December 8, 2022	Tony Informed	December 8, 2022
2022-446	Div 2	Requesting Driveway be done	Kent	Completed	December 8, 2022	Kent Informed	December 8, 2022

	DIVISION	CONCERN/REQUEST	ASSIGNED TO	ACTION TAKEN	REQUEST DATE	FOLLOW UPDATE	COMPLETION DATE
2022-447	Div 4	Requesting Driveway be done	Topher	Completed	December 8, 2022	Form Received	December 14, 2022
2022-448	Div 1	Requesting Road be done.	Brad	Completed	December 9, 2022	Brad Informed - Everyone Happy	December 9, 2022
2022-449	Div 4	Requesting Driveway be done	Topher	Completed	December 9, 2022	John Called and gave compliment to Topher	December 19, 2022
2022-450	Div 1	Concern over farmers pushing across road. Srgt Wilde having bad drifting north of tracks at tree stand	Brad	Completed	December 9, 2022	-	December 10, 2022
2022-451	Div 2	Requesting Driveway be done	Kent	Completed	December 9, 2022	Kent Informed	December 9, 2022
2022-452	Div 5	Requesting Driveway be done	Eric	Completed	December 9, 2022	Spoke to Robyn on December 16. As per policy C-PW-003A driveways within hamlets will not be plowed.	December 16, 2022
2022-453	Div 5	Complaint that the grader was going 100km/h down the road when the limit is 60km/h	Eric	Completed	December 9, 2022	Called her on December 14. Rate payer was really hostile, didn't want to hear anything I was saying and hang up.	December 14, 2022
2022-454	Div 5	Snow Fence not put in where Cat was moving snow. Needs to be put in next year along with additional locations along road.	Eric	Completed	December 12, 2022	Snow fence to be re-installed for next season. Spoke to affected land owner and requested possibility of installing permanent snow fence.	December 13, 2022
2022-455	Div 3	Requesting road be done just off Gladstone down to Mill Creek	Glen	Completed	December 13, 2022	Glen Informed	December 13, 2022
2022-456	Div 5	Requesting Snow in ally be moved as it flooded basement last year	James		December 13, 2022	Will tram snow out of alley throughout the winter clean by spring	
2022-457	Div 4	Drift on the road west of the colony to beaver creek	Shawn	Completed	December 13, 2022	Shawn Informed	December 14, 2022
2022-458	Div 5	Requested road to be plowed up to her Neighbor Dianne	Joey	Completed	December 14, 2022	Joey informed and sent out right away	December 14, 2022
2022-459	Div 4	Wondering if the road is still a bus route	Eric	Completed	December 14, 2022	Talked to her and confirmed the road is still on the bus route.	December 14, 2022
2022-460	Div 5	Requested assistance to get back to her house	Joey	Completed	December 14, 2022	Joey informed and sent out right away	December 14, 2022
2022-461	Div 3	Requested driveway to be done	Joh	Completed	December 14, 2022	Form received	December 14, 2022
2022-462	Div 1	Requested Driveway to be done	Brian	Completed	December 14, 2022	Brian Informed	December 14, 2022
2022-463	Div 3	Rquested road to be plowed	Glen	Completed	December 14, 2022	-	December 14, 2022
2022-464	Div 1	Delineator knock down on his private road	Jon		December 14, 2022	Jon met with him the following morning. Deleniator has been ordered and will be replaced. Expected mid January	
2022-465	Div 5	Fence broken when pushing snow	Tony N		December 14, 2022	Tony spoke with the owner, will be repair in the spring	
2022-466	Div 1	Requested Driveway to be plowed	Brad	Completed	December 14, 2022	Brad informed	December 16, 2022
2022-467	Div 1	Requested Driveway to be plowed	Brad	Completed	December 15, 2022	Brad informed	December 16, 2022
2022-468	Div 4	Rquested road to be plowed	Shawn	Completed	December 15, 2022	-	December 15, 2022
2022-469	Div 1	Requested driveway to be plowed	Brad	Completed	December 16, 2022	Brad informed	December 16, 2022
2022-470	Div 1	Requested driveway to be plowed	Brian	Completed	December 15, 2022	Brian Informed	December 15, 2022
2022-471	Div 4	Wire fence buried with snow, requested fence to be repair by May 1st 2023	Eric/Jon		December 16, 2022		
2022-472	Div 1	Drift starting to form on the road.	Brian	Completed	December 16, 2022	Brian Informed	Decmeber 20, 2022

	DIVISION	CONCERN/REQUEST	ASSIGNED TO	ACTION TAKEN	REQUEST DATE	FOLLOW UPDATE	COMPLETION DATE
2022-473	Div 3	Drifting on the road, Requested plowing	Joey	Completed	December 16, 2022	Joey informed and sent out right away	December 16, 2022
2022-474	Div 2	Drift on top of the switch back	Joh	Completed	December 16, 2022	Grader sent right after she called	December 16, 2022
2022-475	Div 4	Drift on Boat club road. People stck inside	topher	Completed	December 16, 2022	Grader sent immediately, Rate payer call back after to thank us	December 16, 2022
2022-476	Div 3	Road drifted in, unpassable	Tony T	Completed	December 17, 2022	Tony T Called out	December 17, 2022
2022-477	Div 4	Road block by drift on top of the hill	Tony T	Completed	December 17, 2022	Tony T Called out	December 17, 2022
2022-478	Div 2	RR 29-1 Drifted in, Concern bus wont make it thru	Kent	Completed	December 18, 2022	-	December 19, 2022
2022-479	Div 3	Concern over windrow left on approach	Joey	Completed	December 19, 2022		December 20, 2022
2022-480	Div 2	Concern over roads not being done on the weekend	Eric	Completed	December 19, 2022	Talk to her on the 21st. Let her know of our oncall phone number for the weekend.	December 21, 2022
2022-481	Div 1	Concern over road not being done like it used to be	Brad	Completed	December 19, 2022	-	December 19, 2022
2022-482	Div 3	Requesting Road be done	Joey	Completed	December 19, 2022	Joey Informed, used private contractor	December 20, 2022
2022-483	Div 4	Concern over road not being done	Shawn	Completed	December 19, 2022	-	Dcember 20, 2022
2022-484	Div 5	Requesting Road be done	Tony T	Completed	December 19, 2022	Only 2"	December 19, 2022
2022-485	Div 1	Requesting Road be done	Brad	Completed	December 19, 2022	-	December 19, 2022
2022-486	Div 4	Olins creek plugged	Topher	Completed	December 19, 2022	-	December 19, 2022
2022-487		Concern over road not being done	Eric	Completed	December 19, 2022	Message Left, Spoke to her December 21, 2022	December 21, 2022
2022-488	Div 2	Requesting Road be done	Kent	Completed	December 19, 2022	Kent Informed	December 19, 2022
2022-489	Div 2	Requesting Road be done	Kent	Completed	December 19, 2022	Kent Informed	December 21, 2022
2022-490	Div 3	Access to Atco station blocked by snow. Rq access to be cleaned	James	Completed	December 20, 2022	James informed	December 20, 2022
2022-491	Div 5	Requesting drift to be plowed	Tony T	Completed	December 19, 2022		December 20, 2022
2022-492	Div 1	Requested Driveway to be plowed	Brad	Completed	December 20, 2022	Brad informed	December 23, 2022
2022-493	Div 4	Requested Driveway to be plowed	Shawn	Completed	December 20, 2022	Shawn Informed	December 21, 2022
2022-494	Div 1	Requested RR 21-1A to be plowed for truck coming in	Brad		December 20, 2022	Brad informed	Deecember 23, 2022
2022-495	Div 3	Requested Driveway to be plowed	Glen S		December 20, 2022	Glen Informed	Deecember 23, 2022
2022-496	Div 4	Requested Driveway to be plowed	Topher	Completed	December 20, 2022	Form in, Topher informed	December 22, 2022
2022-497	Div 5	Requested Driveway to be plowed	Tony T	Completed	December 21, 2022	Topher Informed	December 22, 2022
2022-498	Div 3	Requested Driveway from Gate to green Building	Glen S		December 21, 2022	Glen Informed	December 23, 2022
2022-499	Div 2	Road starting to be hard to travel, requested grader by end of week if possible	James M	Completed	December 21, 2022	James informed	December 22, 2022

	DIVISION	CONCERN/REQUEST	ASSIGNED TO	ACTION TAKEN	REQUEST DATE	FOLLOW UPDATE	COMPLETION DATE
2022-500	Div 5	Requested road to be plowed and her driveway	Topher		December 21, 2022		December 23, 2022
2022-501	Div 1	Requested road to be plowed	Brian	Completed	December 21, 2022	Brian Informed	December 21, 2022
2022-502	Div 3	Calling to see when the grader will be around	Glen	Completed	December 21, 2022	Glen informed	December 21, 2022
2022-503	-	Kuddos to operator on Snake trail and Range road 29-2	-	Completed	December 21, 2022		December 21, 2022
2022-504	Div 2	Called about RR 29-4 not being plowed in a timely manner	Kent	Completed	December 22,2022	Kent Informed	December 22, 2022
2022-505	Div 4	Reuqst plow driveway	Tohper	Completed	December 22,2022	Topher Informed	December 22, 2022
2022-506	Div 2	Called because road wasn't plowed 2 hrs later	Kent	Completed	December 22,2022	Grader was plowing road when call came in	December 22, 2022
2022-507	Div 1	Roads starting to drift & request grader	Brian	Completed	December 22,2022	Brian Informed	December 22, 2022
2022-508	Div 4	Asking to have road north of pincher station be plowed	James	Completed	December 22,2022	James informed	December 23, 2022
2022-509	Div 1	Wondering why operator leave a ridge a her approach	Eric	Completed	December 23, 2022	Talk to her on the 23rd, will let the operator know to be careful	December 23, 2022
2022-510	Div 3	Requested road to be plowed	James	Completed	December 23, 2022		December 23, 2022
2022-511	Div 4	Requested his Mom driveway to be plowed	Shawn	Completed	December 23, 2022	Jim will come in and fill the form	December 23, 2022
2022-512	Div 3	Road Drifted in.	Tony N	Completed	December 24, 2022	Tony T Called out	December 24, 2022
2022-513	Div 4	Road totally plugged in	Shawn D	Completed	December 24, 2022	Shawn D Called out	December 24, 2022
2022-514	Div 5	Unhappy operator drive by and didn't clean his approach	Tony T/Eric		December 24, 2022	Talk to him and explain we don't do driveway or approach on call outs. Will be completed on regular time.	December 28, 2022
2022-515	Div 1	Road in bad condition, lots of drift, safety concern	Brian L	Completed	December 24, 2022	Brian Was called out	December 24, 2022
2022-516	Div 5	Concern over water not going to the culvert and flowing in his garage	Eric/Tony N	Completed	December 26, 2022	Tony N stop and had a look late afternoon on the 26th. James and Tony T were called out to clean the streets of Lundbreck on the 27th and they took care of this.	December 27, 2022
2022-517	Div 5	Rude and Hostile call about the street of lundbreck	Eric	Completed	December 27, 2022	Streets has been plowed	December 27, 2022
2022-518	Div 3	7 Gates road hill very icy	Glen S		December 27, 2022		December 28, 2022
2022-519	Div 2	Very icy at the stand pipe. Requested sand	Shawn/Larry	Completed	December 27, 2022		December 28, 2022
2022-520	Div 5	Need ice on road scrapped to feed cows	Tony T	Completed	December 27, 2022	Tony T Called out	December 27, 2022

Recommendation to Council

G2a



TITLE: 2022 Property Tax Write-Off - Lexin Resources Ltd. and Houston Oil and Gas

PREPARED BY: Joyce Mackenzie-Grieve

DATE: January 5, 2022

DEPARTMENT: Finance

Department Supervisor

Date

**ATTACHMENTS:
1. N/A**

APPROVALS:

 _____ Department Director	JAN 5, 2023 _____ Date	 _____ CAO	2023/01/05 _____ Date
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RECOMMENDATION:

That in the 2022 fiscal year, Council write off the property taxes owing from Lexin Resources Ltd. in the amount of \$1,617.48 and Houston Oil and Gas in the amount of \$1,525.32 through the Tax Rate Stabilization Reserve (6-12-0-735-6735); and further

That Council support a submission of a Provincial Education Requisition Credit (PERC) application.

BACKGROUND:

Under GAAP (Generally Accepted Accounting Principles), when the amount of a loss is known with sufficient precision, and there is no realistic prospect of recovery, the receivable should be reduced by the amount of that loss.

The introduction of Bill 77 amended the Municipal Government Act to provide municipalities with the ability to place special liens on linear and machinery, and equipment property as a means to seize the property to recover unpaid taxes from the applicable property owner or operator. Municipalities previously held such powers before losing them as a result of the 2019 Northern Sunrise County v Virginia Hills Oil Corp Alberta Court of Appeals decision. Bill 77 clarifies the legislation to return these powers.

The Orphan Well Association has confirmed that the bankruptcies for both these companies have been fully discharged through the courts, and that these companies are no longer active. Thus bill 77 has no impact. The MD has previously written off balances associated with these tax rolls. Current legislation requires assessors to continue to assess bankrupt companies and has advised municipalities to write off the tax arrears.

FINANCIAL IMPLICATIONS:

\$3,142.80 through the tax rate stabilization reserve.

Recommendation to Council



TITLE: Joint Use Planning Agreements (JUPA); Alberta Community Partnership Grant Application

PREPARED BY: Laura McKinnon

DATE: January 5, 2023

DEPARTMENT: Planning and Development

[Signature] 2023/01/05

ATTACHMENTS:

1. ORRSC Summary and Overview of JUPA Legislation and Template Guide

Department Supervisor

Date

APPROVALS:

Department Director

Date

CAO

Date

RECOMMENDATION:

That Council support a submission of a 2023 Alberta Community Partnership Grant Application in support of the Joint Use Planning Agreement mediation with Livingstone School Range Division.

BACKGROUND:

In 2017, Section 670.1 Joint Use Planning Agreements (JUPA) of the Municipal Government Act was introduced and proclaimed in 2020, making it applicable to all municipalities. A municipality is required to have an agreement with each school board that is operating within the municipal boundaries of a municipality (*Attachment No. 1*).

Municipalities can apply to the Alberta Community Partnership to access funding for mediation support in the development of the agreements with local school boards. The grant covers up to \$200,000 and requires no municipal contribution.

Deadline for funding applications is February 3, 2023.

FINANCIAL IMPLICATIONS:

None at this time.

Joint Use and Planning Agreements (JUPA)

ORRSC Summary and Overview of Legislation and Template Guide

The province formally amended the *Municipal Government Act* and the *Education Act* in 2020, to require municipalities and school boards to establish joint use and planning agreements (JUPAs). Municipalities and school boards have **until June 2023** to have an agreement in place.

A municipality is required to have an agreement with each “school board that is operating within the municipal boundaries of a municipality.” However, this requirement is not linked to whether or not the school board actually operates a school located within that municipality or not.

The legislation contains a three-year deadline which began after the *Bill 25, the Red Tape Reduction Implementation Act* provisions came into force, which was June 10, 2020. (Thus, the June 2023 deadline imposed.) In addition, when a school board commences operating in a municipality after June 2023, the municipality and that school board have three years from the date that the school board commenced operations to put an agreement in place.

Section 670.1(3) of the Municipal Government Act states that a joint use and planning agreement must contain provisions:

- (a) establishing a process for discussing matters relating to
 - (i) the planning, development, and use of school sites on municipal reserves, school reserves and municipal and school reserves in the municipality,
 - (ii) transfers under section 672 or 673 of municipal reserves, school reserves and municipal and school reserves in the municipality,
 - (iii) disposal of school sites,
 - (iv) the servicing of school sites on municipal reserves, school reserves and municipal and school reserves in the municipality, and
 - (v) the use of school facilities, municipal facilities and playing fields on municipal reserves, school reserves and municipal and school reserves in the municipality, including matters relating to the maintenance of the facilities and fields and the payment of fees and other liabilities associated with them,
 - (b) respecting how the municipality and the school board will work collaboratively,
 - (c) establishing a process for resolving disputes, and
 - (d) establishing a time frame for regular review of the agreement, and may, subject to this Act, the regulations, the Education Act and the regulations under that Act, contain any other provisions the parties consider necessary or advisable.
- (4) More than one municipality may be a party to a joint use and planning agreement.
 - (5) A joint use and planning agreement may be amended from time to time as the parties consider necessary or advisable.

Important points to note:

- The legislation makes no provision for the repeal or termination of joint use and planning agreements. But they may be updated and amended as mentioned.
- If you already have some type of agreement in place with the school boards, you will need to review those and make sure they address the requirements of Section 670.1(3) of the MGA.

- The text of the MGA focuses on school sites and facilities and municipal facilities and playing fields that are located on lands that have been acquired or may be acquired through the subdivision approval process under the Municipal Government Act. These are the “municipal reserves, school reserves and municipal and school reserves” that are referenced in section 670.1(3)(a)(i) through (iv). This means that some existing school sites are not required by the legislation to be addressed in the joint use and planning agreement.
- The use and maintenance of municipal facilities and playing fields located on municipal reserve, school reserve, or municipal and school reserve parcels is also to be covered in the agreement. (A situation also to be aware of, is that some municipalities have previously subdivided and separated their municipal park or greenspace portion from the actual school facility site to clearly separate the ownership.)
- It is recognized that not all school sites are on reserve land. Over their history, school boards acquired sites in different ways. This includes the purchase of older school sites through tax revenues that used to be directly collected by school boards or donations of land to the school board. It may also be a regular parcel of land (parcel or lot, block of plan) the municipality at one time owned or acquired and later transferred to a school board. When faced with decisions about the disposal of a school site, it is necessary to review the history of how the site was originally acquired. This information will determine whether or not the disposal process for the site involves the municipality.
- Where there is no school site in a particular municipality that is required to be addressed in the agreement under section 670.1(3)(a)(i) through (iv) of the MGA, an agreement is still required to address the items listed in sections 670.1(3)(b)(c) and (d). These relate to processes to work collaboratively, resolve disputes, regular review of the agreement and any other matters the parties choose to include.
- For a rural municipality, the expectation of the municipality providing services to a school site may be a possibility in a hamlet where there are municipal services installed but will likely be impossible in a more isolated rural setting where the only service the rural municipality realistically provides is a public road developed to municipal standards. Thus, the level of service expectations may need to be clarified and addressed in an agreement, or other servicing scenarios considered. (Item (3)(a)(iv) of section 670.1)
- The separate draft agreement document provided is a template of the Model Agreement B from the Guide book. This can be edited and drafted as fits the situation for the municipality with the understanding the school board(s) would also eventually have to be in agreement.
- Model Agreement B is most appropriate for those municipalities that have few facilities available for use by the school boards and/or have limited interaction with the school boards. It is a simplified version of Model A. If there are more facilities or opportunities for the joint use of sites, then Model A agreement may be more appropriate to use as a starting template.

The intent of the model agreements is to provide a starting point for municipalities and school boards in their discussions. Each agreement can be tailored to suit the local needs of the parties. The Guide authors state that while the three model agreements have undergone a legal review for basic legal structure of the document and typical contract clauses, users of the model agreement may still wish to undertake their own legal review after the agreements have been modified for their own use and prior to formal adoption by Councils and School Boards.

Note: *The referenced and provided Guide is a resource available to all Alberta Municipalities and School Boards – many of which will be establishing joint use and planning agreements for the first time. It is available for use without need of obtaining authorization by the author.*

CHIEF ADMINISTRATIVE OFFICER'S REPORT

G4a

December 10, 2022 to January 5, 2023

Discussion:

December 13	Council Committee and Council Meetings
December 14-16	Vacation
December 27-30	Vacation
January 3	Subdivision Authority Meeting
January 4	Public Works Safety Meeting

Upcoming

January 10	Council Committee and Council Meetings
January 11	Agriculture Service Board Meeting
January 12	Joint Health and Safety Meeting
January 17	Coffee with Council, Coalfields School

RECOMMENDATION:

That Council receive for information, the Interim Chief Administrative Officer's report for the period December 10, 2022 – January 5, 2023.

Prepared by:

CAO, Roland Milligan



Date: January 5, 2023

Respectfully presented to:

Council

Date: January 10, 2023

Administrative Support Activity since last Council Meeting
– prepared by Jessica McClelland, EA

Letters from last Council:

Landowner - Denial of Request to Purchase Road
Town of Pincher Creek – PCEMC
Town of Pincher Creek – Curling Rink Proposal
PCESC – 2023 Budget
BYZ – Fuel Price Request
BYZ – Damages
Letter of Support - Fire Smart Education Program

Advertising/social:

Coffee with Council – January 17, 2022 at Coalfields School
Beaver Mines Project Updates
Public Hearing – 1344-22 Utilities – January 10, 2023
Eco Centre holiday hours
Christmas Tree Disposal
Job Opportunity – Temp Receptionist Position
Standpipe Issues/Resolution
Beaver Mines – ATCO Gas Line Issue
Eco Centre – Misuse and Animal Attractant

Other Activities:

Invitations to Council: Lorne Thompson – checking his schedule, will be in early New Year
Invitation to Council: Sgt Ryan Hodge – Victim Services – January 23, 2023
Date for Next Joint Council Meeting – waiting to hear from Town
MD offices were closed from December 24, 2022 to January 3, 2023 for the Holiday Break

Upcoming Meetings of Importance:

Regular Committee, Council – January 10, 2023
Public Hearing – 1344-22 Utilities – January 10, 2023
Regular Committee, Council – January 10, 2023
Coffee with Council – January 17, 2022 at Coalfields School
Emerging Trends in Municipal Law Virtual Event – February 9, 2023
Regular Committee, Council – January 22, 2023

Recommendation to Council

TITLE: APPOINTMENT OF DEVELOPMENT OFFICER			
PREPARED BY: Roland Milligan		DATE: January 5, 2023	
DEPARTMENT:			
		ATTACHMENTS:	
Department Supervisor	Date		
APPROVALS:			
		Roland Milligan	
			
			
Department Director	Date	CAO	Date

RECOMMENDATION:

That Council rescind Resolution 08/318, and further;
 That Council appoint Laura McKinnon as the Development Officer for the Municipal District of Pincher Creek No. 9, commencing this day, January 10, 2023.

BACKGROUND:

Pursuant to Section 6 of Bylaw No. 1285-18, being the *Municipal Planning Commission and Development Authority* bylaw, Council may by resolution, appoint a designated officer as Development Officer(s). The powers and duties of the DO are outlined within the Land Use Bylaw.

Council passed Resolution 08/318 on July 22, 2008 appointing Roland Milligan as the Development Officer. This motion will need to be rescinded as part of the motion appointing the new person to the office.

FINANCIAL IMPLICATIONS:

- .



RECEIVED

JAN - 3 2023

M.D of Pincher Creek

December 15, 2022

Reeve Rick Lemire
MD of Pincher Creek
Box 279, 1037 Herron Avenue
Pincher Creek, Alberta
T0K 1W0

Re: Joint Advocacy for Improved Solar Farm Governance

Dear Reeve Lemire,

On behalf of Rocky View County's Council, I am writing to share that the County is interested in a joint advocacy campaign to improve provincial governance of renewable energy projects and invite you to join the campaign. We have attached a motion that was passed unanimously by Rocky View County's Council on December 6, 2022, and some background information to this letter.

As you know, Alberta's municipalities have been given broad authority over land use decisions and consider ourselves stewards of the land. It is our responsibility to ensure orderly and beneficial development of lands, and to maintain the quality of the physical environment where our residents live, work, and play.

However, siting decisions for renewable energy projects can be appealed to the Alberta Utilities Commission (AUC), and the AUC is not required to consider municipal land use bylaws, municipal statutory plans, or even consult with municipalities when making these decisions. We believe that insufficient consideration is given to municipalities in this process and wish to advocate to the Province for a more inclusive decision-making process.

To that end, we wish to build a coalition of willing municipalities to hire a third-party consultant to advocate to the Government of Alberta to develop an overarching policy framework for land use decisions on renewable energy projects that is more inclusive of municipal policies and interests. We also want to request that municipalities be sheltered from potential financial liabilities associated with future reclamation of renewable energy sites. To this end, we have allocated up to \$10,000 towards the hiring of this consultant, and hope that you will consider a similar allocation if you are interested in joining our advocacy coalition.

To be clear, the intent of the request is not to oppose the development of renewable energy projects. The County believes that renewable energy will be an important element of reaching Alberta's emissions reductions targets. However, we believe that municipalities should have more influence over the process for determining where these projects are located. We are the level of government that is closest to residents and have the best understanding of local

concerns. This is acknowledged for most land use decisions and should be extended to decisions over renewable energy projects.

If you are interested in joining this important advocacy campaign, please have your Administration contact Ben Manshanden at bmanshanden@rockyview.ca or 403-520-3962 by February 3, 2023, to arrange details. I hope you will join this campaign and look forward to your response.

Sincerely,
Rocky View County



Crystal Kissel
Mayor

Cc: Rocky View County Council
Dorian Wandzura, Chief Administrative Officer
Honourable Peter Guthrie, MLA for Airdrie-Cochrane
Honourable Nathan Cooper, MLA for Olds-Didsbury-Three Hills
Angela Pitt, MLA for Airdrie-East
Miranda Rosin, MLA for Banff-Kananaskis
Leela Aheer, MLA for Chestermere-Strathmore

Attachment: Emergent Motion: Renewable Energy Approval Process for Provincial Advocacy

Renewable Energy Approval Process for Provincial Advocacy

- WHEREAS** renewable energy generation will be an integral part of addressing climate change and meeting Alberta's emissions reductions targets;
- AND WHEREAS** renewable energy will continue to be an integral part of the Province's electrical energy network;
- AND WHEREAS** the Government of Alberta's stated target for renewable energy production is 30%, and the generation mix was 12.3% renewable energy in 2021;
- AND WHEREAS** renewable energy generation can and does consume a significant amount of land area, including highly productive agricultural lands;
- AND WHEREAS** Part 17 of the *Municipal Government Act* gives municipalities broad responsibility for land use planning to ensure orderly, economical and beneficial development of lands, and to maintain and improve the quality of the physical environment within which patterns of human settlement are situated in Alberta;
- AND WHEREAS** under Section 619 of the *Municipal Government Act*, the Alberta Utilities Commission approval of renewable energy projects prevails over municipal authority;
- AND WHEREAS** the Alberta Utilities Commission is not required to consider municipal land use bylaws or statutory land use plans during the approval process for renewable energy projects on private lands, and is not required to consult with or give intervenor status to impacted municipalities;
- AND WHEREAS** there is no provincial land use planning framework providing guidance for renewable energy generation installations, and municipalities have limited ability to directly influence a siting decision at the Alberta Utilities Commission;
- AND WHEREAS** many Alberta municipalities were negatively financially impacted by the abandonment of oil and gas facilities within their jurisdictions, and currently municipalities have no ability to enforce remediation securities for renewable energy projects;

THEREFORE BE IT RESOLVED THAT Administration be directed to take the necessary steps to create an advocacy coalition with like-minded municipalities to jointly hire a consultant to request that the Government of Alberta:

- develop an overarching policy regarding alternative energy generation facilities so that municipalities are granted influence on locational decisions for renewable energy projects as part of the Alberta Utilities Commission process, and
- create a process to protect municipalities from the financial liability of future reclamation of these energy sites;

FURTHER THEREFORE BE IT RESOLVED THAT Administration be directed to allocate up to \$10,000 from the Tax Stabilization Reserve towards a collective effort with other like-minded municipalities to advocate for this policy, and report back on progress by the end of Q2 2023.

From: [JSG Engagement](#)
Cc: [JSG Engagement](#)
Subject: Invite to Virtual Community Justice Centre Engagement Sessions
Date: December 22, 2022 12:05:20 PM
Attachments: [image001.png](#)

Hello,

The Ministries of Alberta Justice and Public Security and Emergency Services are excited to be starting virtual stakeholder engagement on Community Justice Centre's (CJC) in early 2023.

CJCs are places where justice processes are integrated with health and social services to facilitate a coordinated approach that more effectively addresses the root causes of crime, breaks the cycle of re-offending, and improves public safety and community well-being. CJCs can take on a physical form where a "brick and mortar" location unites the court, justice programs, and local social services, or a virtual form that offers better integration of justice initiatives and community services.

The design of CJCs needs to be driven by communities, providing the ability to directly address the unique challenges they face, and being informed by their own priorities and cultural protocols. These conversations will inform a report back to the federal government and may inform the establishment of CJCs in Alberta in the future.

In-person engagement and conversations occurred between September 2022 and November 2022, held in medium-sized, rural and Indigenous communities throughout Alberta. Elected and unelected community leaders, governmental and community-based organizations shared to CJCs could work within their specific contexts and potential challenges to ensuring this concept's success.

Now it is time for our virtual sessions!

Two-hour engagement sessions will focus on key themes to enable you to make recommendations on what CJCs could and should look like. While these virtual sessions were designed for large urban centres, all are welcome to attend if interested or you missed your in-person community session. You are invited to self-determine whether to attend all, or specific topics of your choosing.

The engagement sessions will explore the concepts of CJCs, gather feedback on these ideas that will then be used to refine the CJC proposed model and inform federal government decision making. Your participation in this engagement is highly valued and is an integral part of understanding how CJCs could be implemented in Alberta. We also acknowledge that we may not have all relevant stakeholders on our list, please pass on this information to others you feel should attend and if you don't mind, please cc JSG.Engagement@gov.ab.ca so we can expand our stakeholder list.

Specific Sessions:

Please register using the hyperlinked dates.

[th](#)

January 20 , 9:30-11:30am

Current state - What is working with how justice is delivered in Alberta today? What is not working with how justice is delivered in Alberta today? What collaboration within the criminal justice system exists today? What is working? Not working? What innovative programs exist in Alberta or elsewhere that we should consider in the context of developing community justice centres in Alberta? What has been tried but did not proceed and why not?

February 3rd, 9:30-11:30am

Locally-Based Thinking - What services would be delivered through a CJC and by whom? What would be critical to the success of this approach, governance structure (e.g. supported or led by government/ or community-based organizations/ or a hybrid?) What outcomes should government and system partners strive for when considering formation of CJsCs? What services would be delivered via a CJC and by whom?

February 24th, 9:30-11:30am

Future planning - What principles should guide the formation of CJsCs in Alberta? What current issues in the justice system could be overcome/addressed through CJsCs? What has Covid taught us about delivering justice services through technology and does this impact our vision of a CJC? How do CJsCs support or enable the medium and longer term vision for the delivery of justice services in Alberta? What services would be delivered via a CJC and by whom?

Kind Regards,

The Justice and PSES Engagement Team

The logo for the province of Alberta, featuring the word "Alberta" in a stylized, cursive font with a small blue square at the end of the word.

Classification: Protected A

December 31, 2022

To the Reeve and Council
Municipal District of Pincher Creek No. 9
PO Box 279
Pincher Creek, Alberta T0K 1W0

Ladies and Gentlemen:

Objective and scope

You have requested that we audit the financial statements of the Municipal District of Pincher Creek No. 9, which comprise the consolidated statement of financial position as at December 31, 2022, and the consolidated statement of operations, change in net financial assets (debt), and cash flow for the year then ended, and a summary of significant accounting policies and other explanatory information. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

Our responsibilities as auditor

We will conduct our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to the entity's preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the financial statements that we have identified during the audit.

Management's responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- (a) For the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards,
- (b) For such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and

Reeve and Council
Municipal District of Pincher Creek No. 9
Page 2
December 31, 2022

- (c) To provide us with:
 - (i) Access to all information of which management is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
 - (ii) Additional information that we may request from management for the purpose of the audit; and
 - (iii) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, where appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

We look forward to full cooperation from your staff during our audit.

Working papers

We will ask that your personnel, to the extent possible, prepare various schedules and analyses in order to minimize your investment in the audit process. The working papers, files, other materials, reports and work created, developed or performed by us during the course of the engagement are the property of our Firm, constitute confidential information and will be retained by us in accordance with our Firm's policies and procedures.

File inspections

In accordance with professional regulations, our client files may periodically be reviewed by practice inspectors and by other file quality reviewers to ensure that we are adhering to professional and our Firm's standards. File reviewers are required to maintain the confidentiality of client information.

Confidentiality

One of the underlying principles of the profession is a duty of confidentiality with respect to client affairs. Each professional accountant must preserve the secrecy of all confidential information that becomes known during the practice of the profession. Accordingly, we will not provide any third party with confidential information concerning the affairs of Municipal District of Pincher Creek No. 9 unless:

- a) We have been specifically authorized with prior consent;
- b) We have been ordered or expressly authorized by law or by the Rules of Professional Conduct; or
- c) The information requested is (or enters into) public domain.

In delivering our service to you, we may use and have access to software and/or services that facilitate and complement our accounting services we have available to you. Unless you advise us to the contrary, you authorize us to disclose to the providers of those software's and/or services your details solely to enable us to facilitate those services to you without obligation. Your Personal information will only be provided to such organizations if they agree to use the information solely for the purposes instructed to them and can provide a comparable level of security and privacy protection as our own.

Please note that confidential information may be shared within the Avail group of companies in order to serve you better. Please visit our website at availcpa.com to obtain a copy of our detailed Privacy Policy.

In performing our services, we will send messages and documents electronically. You acknowledge that electronic communication carries the possibility of inadvertent misdirection, interception or non-delivery of confidential material, or infection by a virus. If you do not consent to our use of electronic communications, please notify us in writing.



Reeve and Council
Municipal District of Pincher Creek No. 9
Page 3
December 31, 2022

We do not accept responsibility and will not be liable for any damage or loss caused in connection with the interception or corruption of an electronic communication.

Indemnity

We will use all reasonable efforts to complete the engagement as described in this letter within the agreed upon time frames. However, we shall not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by the Municipal District of Pincher Creek No. 9 of its obligations.

Billing

It is understood and agreed that accounts for services rendered by Avail LLP Chartered Professional Accountants will have G.S.T. added where applicable, and are payable upon receipt of invoice. It is understood and agreed that the Municipal District of Pincher Creek No. 9 will pay to Avail LLP Chartered Professional Accountants the principal amount reflected on all invoiced accounts for services rendered together with interest on any unpaid balance thereof, commencing 30 days following the invoice date at the rate of 1.5% per month or 19.562% per annum. In the event accounts go unpaid, Avail LLP Chartered Professional Accountants reserves the right to discontinue work on behalf of the client at any time.

Fees paid in advance

In the event you pay all or a portion of your fees in advance, the firm agrees to the following:

- (a) To render invoices on a periodic basis and/or upon the completion of the engagement.
- (b) To render statements to you on a periodic basis detailing issuances of invoices and applications of advance fees paid.
- (c) To retain as a credit in your account to be applied against fees for future engagements any advance fees paid in excess of the rendered invoices for this engagement, unless you request a refund.
- (d) To refund the excess of advance fees on hand in the event the firm determines the agreed professional services cannot be completed.

Costs of responding to government or legal processes

In the event we are required to respond to a subpoena, court order, government agency or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our normal hourly rates for the time we expend in connection with such response, and to reimburse us for any direct out-of-pocket costs, including applicable G.S.T.

Other services

In addition to the audit services referred to above, we will, as allowed by the Rules of Professional Conduct, prepare your federal and provincial income tax returns and other special reports as required. Management will provide the information necessary to complete these returns/reports and will file them with the appropriate authorities on a timely basis.

Use of information

It is acknowledged that we will have access to all personal information in your custody that we require to complete our engagement. Our services are provided on the basis that:

- (a) You represent to us that management has obtained any required consents for the collection, use and disclosure to us of personal information required under applicable privacy legislation; and
- (b) We will hold all personal information in compliance with our Privacy Statement.

Reporting

Unless unanticipated difficulties are encountered, our report will be substantially in the following form:



Reeve and Council
Municipal District of Pincher Creek No. 9
Page 4
December 31, 2022

To: The Reeve and Council of
Municipal District of Pincher Creek No. 9

Independent Auditor's Report

Opinion

We have audited the financial statements of the Municipal District of Pincher Creek No. 9, which comprise the consolidated statement of financial position as at December 31, 2022, and the consolidated statement of operations, change in net financial assets (debt), and cash flow for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Municipal District as at December 31, 2022, and its results of operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Municipal District in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Municipal District's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Municipal District or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Municipal District's financial reporting process.



Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Municipal District's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Municipal District's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Municipal District to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

[Firm location] AVAIL LLP

[Date of the auditor's report] Chartered Professional Accountants



Reeve and Council
Municipal District of Pincher Creek No. 9
Page 6
December 31, 2022

Depending on the results of our audit findings, the form and content of our report may need to be amended.

The terms of our engagement as outlined above will continue in effect from year to year until amended or terminated in writing.

If the above terms are acceptable to you, please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

AVAIL LLP

Avail LLP

Chartered Professional Accountants

Acknowledged and agreed on behalf of the Municipal District of Pincher Creek No. 9 by:

Name and Title: _____

Date: December 31, 2022



BOARD REPORT



I2a
CHINOOK
ARCH REGIONAL
LIBRARY SYSTEM

Chinook Arch Library Board Meeting - December 1, 2022

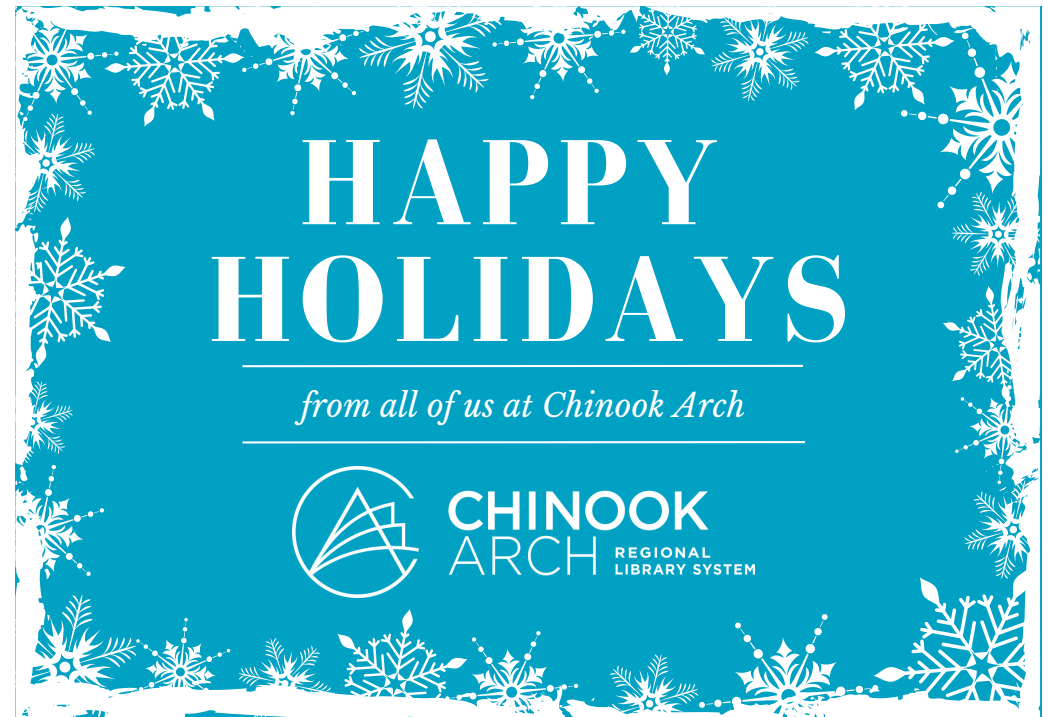
Chinook Arch Approves New 2023 Budget Based on 0% Levy Increase

At its December 1 meeting, the Chinook Arch Library Board reviewed and approved a revised 2023 budget based on a 0% increase to the Municipal Levy. The proposed 2023 -2026 Municipal Levy Schedule, which included incremental increases in each of the four years, was declined by the City of Lethbridge council. This means that the proposed levy schedule will not come into effect, and the 2023 per capita levy will remain at \$7.76. Management staff were able to find funds to cover the \$40,000 revenue shortfall in 2023. By 2026, the annual revenue shortfall is expected to exceed \$100,000. The Board will be working with management and member library boards to develop strategies for addressing the deficits forecast over the next few years.

Policy Review

The Board reviewed and approved the following policies. Chinook Arch policies, plans, and audited financial statement can all be found under the About Us tab on the Chinook Arch website at www.chinookarch.ca.

- Expenses
- Executive Officers



Board Members Present

Barnwell
Barons
Cardston
Cardston County
Coaldale
Coalhurst
Coutts
Crowsnest Pass
Fort Macleod
Hill Spring
Lethbridge (City)
Lethbridge (County)
Lomond
Magrath
Milk River
Nanton
Nobleford
Pincher Creek
Raymond
Taber MD
Vauxhall
Vulcan County
Warner (Village)
Warner County
ID of Waterton
Willow Creek M.D.
LPL Resource Centre
Ministerial Appointment

Jane Johnson
Ron Gorzitza
Marsha Jensen
LeGrande Bevans
Jordan Sailer
Lyndsay Montana
Stephen A. Pain
Doreen Glavin
Jim Monteith
Suzanne French
Robin Harper
Tory Campbell
Marie Logan
Darryl Christensen
Anne Michaelis
Amanda Bustard
Melissa Jensen
Mark Barber
Kelly Jensen
Tamara Miyanaga
Marilyn Forchuk
Doug Logan
Derek Baron
Morgan Rockenbach
Lesley Little
Maryanne Sandberg
Wendy Kalkan
Vic Mensch (Chair)

Regrets

Carmangay
Champion
Milo
Picture Butte
Pincher Creek M.D.
Stirling
Taber

Sarah Mitchell
Terry Penney
Christopher Northcott
Teresa Feist
Dave Cox
Gary Bikman
Monica McLean

Absent

Arrowwood
Claresholm
Glenwood
Stavely
Vulcan

Wendy Williams
Tony Hamlyn
Linda Allred
Denise Allerdings
Liz Hammond

2023 Executive Committee Elections

Congratulations to the Trustees Elected to the Chinook Arch Library Board Executive Committee for 2023! Here are the Executive Committee members for the coming year:

- Vic Mensch (Ministerial Appointment) - Board Chair
- Marie Logan (Village of Lomond) - Vice-Chair
- Jim Monteith (Town of Fort Macleod) - Treasurer
- Mark Barber (Town of Pincher Creek) - Director-at-Large
- Darryl Christensen (Town of Magrath) - Director-at-Large
- Doreen Glavin (Municipality of Crowsnest Pass) - Director-at-Large
- Doug Logan (Vulcan County) - Director-at-Large
- Lyndsay Montana (Town of Coalhurst) - Director-at-Large
- Tamara Miyanaga (Municipal District of Taber) - Director-at-Large
- LPL Resource Centre Ex Officio Appointee - To Be Determined

Thank you to the following departing members for your service to the Chinook Arch Board and its members:

Dennis Barnes (Town of Cardston); Trevor Wagenvoort (Village of Champion); Lise Mayne (Town of Nanton); Brydon Saunders (Town of Stavely); Shelley Deleeuw (Town of Vauxhall); Don Toovey (Village of Warner); Linda Weasel Head (Kainai Board of Education); Wendy Kalkan (LPL Resource Centre).

Contact Us

Chinook Arch Regional Library System
2902 7th Avenue North
Lethbridge, AB T1H 5C6 | 403-380-1500
www.chinookarch.ca | arch@chinookarch.ca



facebook.com/
chinook.arch7



@chinooklibs



@chinooklibs



2022 TOP 100 GOOD PRACTICE STORY

Dark Skies ... Bright Future!

Destination Name: Alberta SouthWest Crown of the Continent

Country: Canada

Submitter name: Bev Thornton

Email address: bev@albertasouthwest.com

Position: Executive Director

Submission category: *(Please check one of the boxes that indicates the focus of your story)*

Please find detailed information for the categories below in the Top 100 training module 'Good Practice Story'.

- Governance, Reset & Recovery
- Nature & Scenery
- Environment & Climate
- Culture & Tradition
- Thriving Communities
- Business & Marketing

Introduction

Should you have any questions on your submission please refer to our FAQ page or contact top100@greendestinations.org

Indigenous people call the Crown of the Continent “the backbone of the world”.

Alberta SouthWest (AlbertaSW) is a Canadian portion of this two-nation transboundary region, which centers on Waterton-Glacier International Peace Park and includes the adjacent landscapes and surrounding communities in the provinces of Alberta and British Columbia, Canada, and in the state of Montana, USA.

Alberta SouthWest Crown of the Continent is where the prairies meet the Rocky Mountains, where Chinook winds warm the winters, and from where mountain headwaters flow across the continent into three oceans. And where cloudless night skies reveal the brilliance of galaxies!





DESCRIBE YOUR GOOD PRACTICE STORY

Address each aspect of your good practice story in the different sections being specific including relevant quantitative and qualitative information.

Waterton-Glacier is the world's first International Peace Park (1932) and one of three UNESCO World Heritage Sites within 200-kilometers of each other: Head Smashed In Buffalo Jump World Heritage Site (1981) and Writing-on-Stone World Heritage Site (2019).

Over the past 90 years, the people and communities of the region have endeavoured to develop the visitor economy in harmony with the landscapes and culture.

And one outstanding feature, overarching the lands, is the brilliant stars in the dark sky.

Issues faced

We often take for granted the things that are familiar to us. A recent visitor from Tokyo Japan had never seen stars in the sky. Seeing our natural assets through the eyes of others can help us realize what is precious.

We ask ourselves:

- How to promote regional assets to travellers;
- How to preserve and celebrate the culture and history and landscapes;
- How to build on our strengths and identify opportunities to support economic sustainability;
- How to learn about best practices in other parts of the world and inspire community action.

Methods, steps and tools applied

An effective strategy to draw attention to these important issues has been to create alignment with well-known agencies and organizations, such as UNESCO, Destination Canada, Travel Alberta, *National Geographic*, Dark Sky International, and Green Destinations International.

Meeting the formal requirements and standards of awards programs, certifications and designations has multiple benefits, serving to:

- Utilize objective standards to evaluate our strengths in terms of economic, social and environmental sustainability and identify where we need to do things better;
- Connect with networks of people and agencies who are involved in the same process, and learn from each other;
- Gain positive recognition and marketing opportunities by creating awareness to a broader audience and potentially attracting new visitors, new residents and new investment to the region.

The process of compiling the history and data to support meeting certification standards serves to - -

- Bring people together to recognize an important local asset;
- Create an opportunity for education, information, and advocacy to influential partners;
- Focus and align community action, inspired by a vision of success!

To illustrate the process of creating new business and marketing opportunities, we offer the example of the recent designation (2021) of Waterton-Glacier International Peace Park as the World's First Transboundary International Dark Sky Park.





1) Priorities and Planning

The leadership of Waterton Lakes National Park (WLNP) in Canada, and Glacier National Park (GNP) in the USA realized the importance of preserving the very high quality of our dark skies. A naturally dark environment is a vital resource to all living things. Many plants, wildlife and insects rely on darkness to forage, breed and navigate, so protecting the dark sky not only provides a wonderful experience for visitors, but it also protects ecosystems.

Night sky friendly lights also bring other benefits, such as energy efficiency and reduced costs.

Both countries worked together to meet International Dark Sky Association (IDA) standards and be awarded Provisional Dark Sky status in 2017.

Some of the initial requirements to achieving that standard included:

- creating an inventory and database of all lighting fixtures in both parks;
- multi-year analysis, measuring and documenting the quality of dark skies;
- providing public education and interpretation; and
- committing to converting a minimum 67% of all fixtures to be dark sky compliant.

2) Perseverance and Problem-solving

Just as the the parks received the provisional Dark Sky Designation, unforeseeable factors affected next steps in the process:

- Unprecedented wildfires in 2017 and 2018 affected project timelines for lighting conversion in Waterton Lakes National Park and Glacier National Parks;
- Some disruptions in US government services affected National Parks priorities and operations;
- And, of course, we all shared the global supply chain disruptions related to Covid-19.

The designation process persisted.

One of the challenges was that the dark sky implementation was ahead of the available technology! Light Emitting Diode (LED) products on the market did not exactly fit what was needed for Waterton Lakes National Park, so government employees worked with a supplier to develop and purchase dark sky compliant streetlight fixtures to ensure the correct amber colour for installations.

By August 12, 2021, when the Waterton Glacier International Peace Park announced full certification by the International Dark Sky Association as the Waterton Glacier International Dark Sky Park, Waterton had achieved 75% compliance with conversion of exterior lighting on facilities and maintains a "Gold Tier" standard of sky quality.

Key success factors

The International Dark Sky Park certification is a way to strengthen business and marketing efforts, while respecting community values and preserving and celebrating environment and culture.





This dark sky designation is something that the Robinson Brothers saw as an opportunity, and worked to establish Dark Sky Guides (DSG).

The website has details about how DSG got started: <https://darkskyguides.ca/about>.

The Dark Sky initiative is boost to business and marketing.

The Waterton Park Chamber of Commerce and Travel Alberta promote the dark sky experience.

<https://mywaterton.ca/stories/adventures-under-the-night-sky/addb59b0-2fa4-4599-a6a2-cda76167f8c9>

<https://www.travelalberta.com/us/listings/dark-sky-guides-ltd-10327/>

The Dark Sky initiative contributes to increased visitation.

The designation is very new, but there is indication that dark sky exploration is a growing attraction in the National Park experience. Estimates are that 15% of Dark Sky Guides tour participants are return visitors, who have expressed that the whole point of their trip to Waterton was to take the Dark Sky tours.

Parks Canada currently restricts each tour to a maximum of 12 participants, and this results in a high quality, very personal and impactful experience. For the last 5 years, DSG describes its year-over year increase in number of participants and number of tours as “huge”: a 274% increase.

The Dark Sky initiative is attractive to new kinds of visitors.

One positive takeaway of the global pandemic is that it has created a whole new group of people who are interested in the night sky. While people were in covid lockdown at home, one activity that families started to enjoy together was to look up at the night sky from their backyards in the city. This piqued peoples' interest in the night sky and when they began looking to take their night sky explorations to the next level, Dark Sky Guides in Waterton proved to be an attractive location to go exploring further.

Visitors to Dark Sky areas can be categorized into:

- Dark sky enthusiasts who have a long-standing passion for the night sky;
- Newcomers to stargazing who want to learn more;
- Young families that who want their children to experience a dark night sky, often for the first time in their lives. Many children from the city have never seen anything more than the moon and the Big Dipper and they are left awestruck!

The Dark Sky initiative benefits our wildlife.

August 2021, Parks Canada installed dark sky compliant street light fixtures throughout the Waterton townsite, which completed the final, full certification as an International Dark Sky Park.

This is, importantly, a real positive for wildlife. Some examples:

- The Long Toed Salamanders and Northern Leopard Frogs both require areas with little-to-no artificial light pollution.





- Parks Canada is completing a long-running study on the various species of bats found in the National Park establishing baseline population against which to measure impacts;
- The busy lives of nocturnal creatures, and the interactions between predator and prey (such as mountain lions and deer or elk) and are all healthy, impressive relationships, due to very little light pollution in the National Park.

The Dark Sky initiative is an opportunity to preserve another aspect of First Nations culture.

The newly built Waterton Lakes Visitor Centre offers an interpretive display on the importance of preserving dark skies and the significant connection of the night skies to the Blackfoot First Nations. Every First Nations group has its own sky lore, and we have a new opportunity to highlight and celebrate these stories.

By engaging Elders and knowledgeable members of the our local First Nations, and we continue learn how to best tell these compelling narratives. The guests who are attracted to learning about dark skies are also eagerly receptive to First Nations sky lore; this is proving to be of particular interest to travellers from European countries who are now able to visit again.

The Dark Sky initiative is forging a path for even more creative business opportunities.

Quote from Keith Robinson, co-founder of Dark Sky Guides (DSG):

When WLNP was given its preliminary, tentative Dark Sky Park status in 2017, I was already in the midst of incorporating DSG and preparing to offer night sky experiences to visitors. This was a brand new opportunity to showcase a different part of WLNP

DSG has been in business over the past 5 years and the business opportunity has continued to evolve. We started with a telescope tour; which develop into two distinct experiences - a telescope tour and a night time hiking tour.

When the pandemic hit, we were forced to stop using telescopes for health and safety reasons. This forced us to refine and expand upon our night time hiking tours, and we are the only business in WLNP offering such experiences.

Over the course of the pandemic, DSG began making strides towards opening southwest Alberta's first planetarium. We are hoping to launch this experience, in its preliminary form, sometime this coming winter.

Notably, Canada is a four-season climate, and the skies are unique and beautiful year round! Last winter, DSG began offering guided snowshoe-stargazing tours in the snowy winter months. DSG is in process of solidifying a partnerships with astrophotographers to offer workshops and courses on how to capture photo images of night skies.

Another idea is to spearhead a Dark Sky Festival in either 2023 or 2024 as a way to extend the tourism industry's shoulder season.





Innovative ideas are emerging in the communities adjacent to the Park. The communities in Alberta SouthWest are getting business and investment proposals that relate to dark skies, such as full moon hiking, specialized tours, products, accommodation with sky views and so on. We can't offer more detail, due to confidentiality, but are excited that there may be more stories for another year!

Lessons learned

The process of gaining certifications or establishing designations is a many-faceted, years-long process, but it is of immense value in terms of raising awareness among the local population and inspiring new business ideas.

The communities of Alberta SouthWest Crown of the Continent have collaborated for over 20 years to help each other succeed. We have learned that healthy communities are those who remain creative and persistent in working to align the complicated aspects of culture, history and economy within the special landscapes we share.

Results, achievements and recognitions

The International Dark Sky certification in 2021, added to the region's collection of designated sites. These designations and certifications represent decades of community commitment, which has evolved into a region with a unique richness of attractions for both visitors and residents.

Other designations that contribute to business, marketing and sustainability:

1932: Waterton-Glacier established as the world's first International Peace Park.

It is a story of community action, cross-border collaboration, and political support.

<https://crownofthecontinent.net/entries/crown-of-the-continent-ksp-documentary/5454828c-a61e-4d7a-9112-1a896e3bc3ab>

1979: UNESCO designates the Waterton Biosphere Reserve, one of only 19 worldwide.

<https://www.thecanadianencyclopedia.ca/en/article/biosphere-reserve>

1981: UNESCO designates Head Smashed in Buffalo Jump World Heritage Site.

<https://headsmashedin.ca/>

1995: UNESCO designates Waterton-Glacier International Peace Park World Heritage Site.

<https://www.pc.gc.ca/en/culture/spm-whs/sites-canada/sec02>

2019: UNESCO designates Writing-on-Stone World Heritage Site.

<https://whc.unesco.org/en/list/1597/>

2021: Waterton Lakes National Park in Canada and Glacier National Park in the United States are recognized by the International Dark-Sky Association (IDA) as the world's first transboundary International Dark Sky Park.

<https://www.pc.gc.ca/en/pn-np/ab/waterton/activ/experiences/etoile-star>





Additional references

Crown of the Continent Geotourism Council (transboundary partnership with *National Geographic*)
<https://crownofthecontinent.net/>

Designation of Historic Resources in Alberta
<https://www.alberta.ca/designation-provincial-historic-resources.aspx>

UNESCO World Heritage Site Selection Criteria <https://whc.unesco.org/en/criteria/>

Alberta SouthWest Regional Alliance <https://www.albertasouthwest.com/>

Peaks to Prairies Electric Vehicle Charging Station Network <https://peakstoprairies.ca>

Southern Alberta Alternative Energy Partnership <https://www.saaep.ca/>

