

**AGENDA  
COUNCIL MEETING  
MUNICIPAL DISTRICT OF PINCHER CREEK  
January 28, 2014  
1:00 pm**

A. ADOPTION OF AGENDA

B. DELEGATIONS

- (1) DU Ranchlands Log Cabin & MD of Pincher Creek Viewscape
- (2) Micrex Development Corporation – Burmis Magnetite Project
- (3) North Burmis Road Construction
  - Letter from Dan McKim, dated January 7, 2014

C. MINUTES

- (1) Council Meeting Minutes – January 14, 2014
- (2) Public Hearing Minutes, Bylaw 1243-13 – January 14, 2014

D. UNFINISHED BUSINESS

- (1) Transportation of Speed Sign Trailer
  - Email from Jubilee Insurance Agencies, dated January 22, 2014
  - Email from Diane Sorge, dated January 22, 2014

E. CHIEF ADMINISTRATOR'S REPORTS

(1) **Operations**

- a) Operations Report
  - Report from Director of Operations, dated January 22, 2014

(2) **Planning and Development**

(3) **Finance and Administration**

- a) Regional Water Infrastructure Borrowing Bylaw No. 1245-14
  - Report from Director of Finance and Administration, dated January 20, 2014
- b) 2014-2016 Recycle Depot Operations Agreement Renewal
  - Report from Director of Finance and Administration, dated January 13, 2014
- c) Recycle Depot Funding Agreement Renewal
  - Report from Director of Finance and Administration, dated January 13, 2014
- d) Animal Shelter Funding Agreement
  - Report from Director of Finance and Administration, dated January 17, 2014

(4) **Municipal**

- a) CAO Report
  - Report from CAO, dated January 23, 2014

F. CORRESPONDENCE

(1) **Action Required**

- a) Pincher Seed Cleaning Request for Funding – Color Sorter
  - Letter from Pincher Seed Cleaning Co-op, dated January 6, 2014
  - Report from Director of Finance and Administration, dated January 17, 2014
  - Report from Director of Operations, dated January 20, 2014
- b) High Speed Internet Services
  - Letter from Grumpy's Landscaping Ltd, received January 22, 2014

(2) **For Information**

- a) Municipal Recovery Action Plan
  - MD's Submission, dated for reference January 23, 2014

- b) Municipal Grant Payment
  - Letter from Alberta Transportation, dated January 13, 2014
  - Letter from Alberta Transportation, dated January 16, 2014
- c) Official Opposition Critic for Municipal Affairs
  - Letter from Alberta Legislative Assembly, dated January 6, 2014
- d) South Saskatchewan Regional Plan Wheatland County Comments
  - Letter from Wheatland County, dated January 8, 2014
- e) Thank You letter – Southern Alberta Land Trust Society (SALTS)
  - Letter from SALTS, dated January 7, 2014
- f) Thank You Card – Oldman Watershed Council
  - Card from Oldman Watershed Council

G. COMMITTEE REPORTS / DIVISIONAL CONCERNS

Councillor Grant McNab – Division 1

Councillor Fred Schoening – Division 2

- a) Family and Community Support Services (FCSS)
  - Minutes from December 16, 2013
  - Minutes from November 18, 2013

Councillor Garry Marchuk – Division 3

- a) Oldman River Regional Services Commission
  - Minutes of October 10, 2013

Reeve Brian Hammond - Division 4

Councillor Terry Yagos – Division 5

- a) Pincher Creek Emergency Services
  - Minutes of October 31, 2013 – Special Meeting
  - Minutes of October 24, 2013
  - Minutes of September 26, 2013
  - Minutes of August 22, 2013
  - Minutes of July 25, 2013
  - Minutes of June 27, 2013
  - Minutes of June 17, 2013 – Special Meeting
  - Minutes of June 10, 2013 – Special Meeting
  - Minutes of May 23, 2013
  - Minutes of April 25, 2013

H. IN-CAMERA

1. Personnel
2. Personnel

I. NEW BUSINESS

J. ADJOURNMENT

RECEIVED

JAN 07 2014

M.D. OF PINCHER CREEK

Delegation  
January 28/14

B1

Jan. 21/2014

Dear Wanda:

If you think it would be worthwhile  
I would like to make a presentation/  
update to council on:

1. D.J. Ranchbird's log Cabin & M.D. of P.C.  
viewscope

2. Micver Development Corp. Burmis Magnetite  
Project:

a. Court of Ab. Order in  
Council

b. Natural Resource Conservation  
Board

3. North Burmis Road construction

a. Boom dogle

b. Power line

c. Telephone

d. Suggestion for future major  
projects.

4. M.D. of P.C. economic growth  
i.e. Castle Mountain Resort.

Sincerely yours

Don McKinn  
403-564-4239



Minutes  
Council Meeting  
January 14, 2014

(2) Public Hearing Minutes – Bylaw 1242-13 – Twin Butte

Councillor Terry Yagos 14/003

Moved that the Public Hearing Minutes of December 17, 2013 be approved as presented.

Carried

D. UNFINISHED BUSINESS

There was no unfinished business to discuss.

E. CHIEF ADMINISTRATOR'S REPORTS

**(1) Operations**

a) Operations Report

Councillor Garry Marchuk 14/004

Moved that the Operations Report for the period of December 12, 2013 to January 9, 2014, be received as information.

Carried

**(2) Planning and Development**

Nil

**(3) Finance and Administration**

a) Statement of Cash Position - November

Councillor Terry Yagos 14/005

Moved that the Statement of Cash Position for the month ending December 2013 be received for information.

Carried

**(4) Municipal**

a) CAO Report

Councillor Garry Marchuk 14/006

Moved that Council receive for information, the Chief Administrative Officer's report for the period of December 13, 2013 to January 9, 2014.

Carried

b) 2019 Canada Winter Games – Letter of Support

Councillor Garry Marchuk 14/007

Moved that the report from the Chief Administrative Officer, dated January 8, 2014, regarding the 2019 Canada Winter Games – letter of support, be received;

And that the Municipal District of Pincher Creek provide a letter of support to the City of Lethbridge, in support of their bid to host the 2019 Canada Winter Games.

Carried

Minutes  
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F. CORRESPONDENCE

**(1) Action Required**

- a) Call for Input: Local Road Bridge Program Changes

This item will be put on the January 28, 2014 Policy and Plans agenda.

**(2) For Information Only**

Councillor Terry Yagos 14/008

Moved that the following be received as information:

- a) Bridge Funding
  - Letter from County of Wetaskiwin No. 10, dated December 16, 2013
  - Letter from Clearwater County, dated December 10, 2013
- b) Municipal Grant Payment
  - Letter from Alberta Transportation, dated December 17, 2013
- c) Letter of Thank You
  - Letter from Livingstone School, dated December 16, 2013
- d) Meeting with Alberta Transportation during AAMDC Conference
  - Letter from Alberta Transportation, dated December 5, 2013
- e) Airport Maintenance
  - Email from Jim Cameron, dated December 17, 2013

Carried

G. COMMITTEE REPORTS

Councillor Grant McNab – Division 1

- Not present

Councillor Fred Schoening – Division 2

- Not present

Councillor Garry Marchuk – Division 3

- Oldman River Regional Services Commission
- Minutes of September 5, 2013

Reeve Brian Hammond - Division 4

- Ongoing dust along Highway 785
- Kudos to Public Works

Councillor Terry Yagos – Division 5

- Lundbreck snow removal
- Speed Sign – Investigate liability with moving a sign of persons not authorized to do so by the MD

Councillor Garry Marchuk 14/009

Moved that the committee reports be received as information.

Carried

H. IN CAMERA

Councillor Terry Yagos 14/010

Moved that Council and Staff move into In-Camera to discuss a land and personnel issue, the time being 2:20 pm.

Carried

Minutes  
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Councillor Terry Yagos 14/011

Moved that Council and Staff move out of In-Camera, the time being 3:23 pm.

Carried

I. NEW BUSINESS

a) Councillor Grant McNab – Division 1

Councillor Terry Yagos 14/012

Moved that the report from the Chief Administrative Officer, dated January 8, 2014, regarding the absence of Councillor Grant McNab – Division 1, be received;

And that Council authorize a leave of absence for Councillor Grant McNab – Division 1, for a period not exceeding six months (ending July 31, 2014), at which time if Councillor McNab has not been able to return by that date, a further resolution of Council would need to be considered.

Carried

J. ADJOURNMENT

Councillor Garry Marchuk 14/013

Moved that Council adjourn the meeting, the time being 3:24 pm.

Carried

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REEVE

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CHIEF ADMINISTRATIVE OFFICER

**MINUTES  
PUBLIC HEARING  
Bylaw No. 1243-13, Road Closure Bylaw  
Tuesday, January 14, 2014 – 1:00 pm**

A Public Hearing conducted by the Council of the Municipal District of Pincher Creek No. 9 was held on Tuesday, January 14, 2014 at 1:00 pm in order to receive input on Bylaw 1243-13 which proposes to close a portion of government road allowance.

In attendance:

Council: Reeve Brian Hammond, Councillors Terry Yagos and Garry Marchuk

Absent: Councillors Grant McNab and Fred Schoening

Staff: Chief Administrative Officer Wendy Kay, Director of Development and Community Services Roland Milligan and Executive Assistant Tara Cryderman.

Reeve Brian Hammond opened the Public Hearing, the time being 1:00 pm.

Reeve Hammond read the Advertisement Clause. This Public Hearing has been advertised in accordance with Section 606 of the MGA. This Public Hearing was advertised in the Pincher Creek Echo on Wednesday, December 30, 2013 and Wednesday, January 8, 2014.

Reeve Hammond read the Purpose of the Hearing. The purpose of this Public Hearing is to receive public input on proposed Bylaw 1243-13. The purpose of proposed Bylaw 1243-13 is to close to public travel for the purpose of disposing of the following roadway described as:

That portion of government road allowance between NE 24-7-2-5 and NW 19-7-1-5 lying south of a line drawn between the point where the south boundary of Road Plan 7378HX intersects the east boundary of NE 24-7-2-5 and the point where the south boundary of Road Plan 2327HX intersects the west boundary of NW 19-7-1-5 and lying north of the curvilinear production of the northwest boundary of Road Plan 8911003 across said road allowance.

Containing 0.442 hectares (1.09 acres) more or less

Excepting thereout all mines and minerals

Director of Development and Community Services Roland Milligan updated Council on Bylaw 1243-13.

Reeve Hammond asked if there were any written submissions. None were submitted.

Reeve Hammond asked if there were any questions. None were asked.

Councillor Terry Yagos moved to adjourn the Public Hearing, the time being 1:02 pm.

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Brian Hammond  
Reeve

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Wendy Kay  
Chief Administrative Officer



**Diane Sorge**

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**From:** Brenda Rutko <brenda.rutko@aamdc.com>  
**Sent:** Wednesday, January 22, 2014 12:52 PM  
**To:** Diane Sorge  
**Subject:** M009 / MD of Pincher Creek - Auto / Trailer questions

Hi Diane.

Further to your questions regarding people using their own privately insured vehicles to tow an MD owned and insured trailer, I offer the following advice and information:

1. Whenever possible, you want to use an MD owned and insured vehicle to tow an MD owned and insured trailer. This ensures both items are covered by the same policy and/or underwriter, and simplifies the claims process greatly for all parties. As our policy would cover both items, we can ensure both the vehicle and trailer are in fact insured correctly, other than your initial responsibility of registering and plating them both.
2. As soon as you introduce a third party vehicle towing your trailer, we cannot verify the insurance component at all, plus, you now have an additional policy/underwriter involved at the time of a claim, which can complicate and/or delay matters. One potential scenario could be that the towing vehicle causes an at fault accident resulting in third party injuries. If this vehicle did not have sufficient insurance and third party liability, or worse, none at all, the claim could be denied. We recommend a minimum of \$2 million third party liability, but would like to see higher. If it was proven your trailer caused the accident, and not the towing vehicle, then your trailer liability with us would respond. You can and should ask for their proof of insurance, but you may not have the time and/or manpower to obtain proof of sufficient auto coverage each time from every person that uses their own vehicle to tow your trailer.
3. Regarding the RCMP vehicle towing the MD Speed Sign trailer. At the very least, I recommend the RCMP check with their auto insurance provider to ensure they are adequately insured to tow around your commercial trailer. May I ask why you have the RCMP responsible for towing your trailer around? Why would they not just purchase their own speed trailer if it is for their data collection, or, assign this task to the MD and have an MD vehicle tow the trailer around.....

I hope this helps. Feel free to call with any other questions.

Thanks

Brenda Rutko  
Insurance & Risk Advisor  
AAMDC/Jubilee Insurance Agencies  
Direct:(780) 955-4088  
Fax: (780) 955-3615  
e-mail: [brenda.rutko@aamdc.com](mailto:brenda.rutko@aamdc.com)



## Wendy Kay

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**From:** Diane Sorge  
**Sent:** January-22-14 2:37 PM  
**To:** Wendy Kay  
**Subject:** COPS Insurance

Hi Wendy

I spoke with Holly at Jubilee Insurance and she advised that Jubilee has an insurance program with an Alberta Association for COPS. The Pincher Creek Citizens on Patrol Group have coverage through this Association. The coverage is for Liability and Accident coverage. It does not cover auto insurance - each COPS volunteer should notify their Insurance Company and let them know that at times they are using their vehicle for this purpose.

Diane

**Operations Activity Includes:**

- January 10, Cowley Water Treatment Plant Progress meeting;
- January 14, Council meeting;
- January 15, Agricultural Service Board;
- January 16, Alberta Environment, Water Approval meeting.
- January 20, Council Strategic Planning Session

**Agricultural and Environmental Services Activity Includes:**

- January 9-10, Environmental Farm Plan training with Murray Green from Alberta Agriculture and Rural Development, now assisting two producers writing their plans;
- January 13, Review Dams Operations for Environmental Grant projects;
- Preparation for ASB Provincial Conference;
- January 16, Soil erosion inspections on the Regional Water Pipeline.

**Public Works Activity Includes:**

- Steaming Culverts;
- Grader snow removal in house training for new operators;
- Beaver Mines Fire Hall site cleanup;
- Summerview approach construction;
- Snow removal on areas where drifting is problematic.

**Capital Project Update:**

- Bonertz Bridge – No Change - The contractor is placing rip rap;
- Regional Water –
  - Treatment Plant – The filtration system is installed and piping is being connected, electrical is ongoing, waiting for ATCO Gas service upgrade;
  - Lundbreck Tie In – No Change;
  - Regional Pipeline – Monitoring areas where erosion was occurring.
- Administration Building Progress is continuing minor deficiencies are being repaired.

**Upcoming:**

- January 23, Blackstone Training Webinar – Running Effective Meetings;
- January 24, Cowley Water Treatment Plant Progress meeting;
- January 28, Regular Council Meeting;
- January 31, Oldman Watershed Council – Headwaters Action Plan.

**Recommendation:**

That the Operations report for the period January 9, 2014 to January 22, 2014 be received as information.

Prepared by: Leo Reedyk


Date: January 22, 2014

Reviewed by: Wendy Kay

Date: January 23, 2014

Submitted to: Council

Date: January 28, 2014

## Municipal District of Pincher Creek 2014 Call Log Concerns

5	January 02, 2014		Plugged Culvert, Call taken at PW. Exact Location North Burmis Road & Twp. Rd. 8 At his driveway.	Form printed and put on superintendents desk.
4	January 16, 2014		Phoned into let PW know that there are two stop signs down at Pincher Station. She thinks that the Snow plow may have knocked one down, or the wind possibly. The exact Location Pincher Station, 425 King Street.	Temporary signs installed
Standpipe	January 15, 2014		Slippery at the Standpipe, People filling up and spills and melting snow & ice collect at the garbage bins and then freeze creating a slipping hazard. Can we send the sand truck over? Call taken at PW. Exact Location Standpipe.	Information passed on to Stu January 15, 2014 for follow up. Sand trucks tour through daily to spread sand at stand pipe and Administration building as necessary
5	December 16, 2013		Approached on North Burmis Road drifts in after the Road Construction. Needs to have the approach opened up so he can feed his horses. Call taken at PW. Exact Location North Burmis Road NW 25-7-3-W5M	Emailed request to Superintendent at 3:09pm on December 16, 2013. Operator to clear next time he is in the area
4	January 15, 2015		Needs a grader into the yard when operator goes up there. Call taken at PW. NW-36-8-1-W5M	Printed & gave to Superintendent January 15.
5	January 14, 2014		Last plow job in Dec was Great! Yesterday we left a ridge of ice & Dirt Can we do anything about it. Call taken at PW. Exact Location Road past Lund Falls, #7323 Rg Rd. 3-4A.	Passed onto Superintendent for follow up on January 14.

## Municipal District of Pincher Creek 2014 Call Log Concerns

Division	Date	Caller	Concern	Action
5 (Lund)	January 06, 2014		Grader ridged snow through cul-de-sac and she couldn't get out of her driveway. Exact Location: 439 Patton ave.	Completed by Operator On Jan 6. Directed to Lundbreck & clean the cul-de-sac with the tractor.
5	January 07, 2014		Potholes on the N. Burmis Road, New snow fence is required at different locations. resident reported concern to Councillor	Public Works have identified locations for new snow fence. Will work with residents to get them installed in 2014. Pot holes will be repaired in gravel monitored and repaired under warranty on chip seal.
3	January 10, 2014		School bus was stuck by Daigle Lake on Christy Mines Road.	Completed by Operator Rod Nelson on January 10. Rod was in the area and volunteered to open up the road.
Standpipe	January 06, 2014		Standpipe is NOT giving the Proper amount of water for coins. Customer requests a refund of \$10.00	Completed by PW employee went over and tested the standpipe again. This is seeming to be an ongoing complaint, PW hears about the problem and we test the coins, and PW does not have problems, Mike gets the proper amount all the time. I had a loonie that gave the wrong amount 4 times, and the correct amount 4 times. Mike has a call into the supplier to see what is up.
5	January 03, 2014		Bills for Grading 1 Hour June 12 <sup>th</sup> completed by Operator Operator (no charge). 1 hour October 21 Completed by Operator (billed for \$316.80 + GST) She said that the first grader operator told her it was too dry to complete the job and would be back later in the year. In October operator wrote on his time card 1 hour to be billed to resident. She does not believe that the grader was there for 1 hour each time. Said that she pays enough in taxes and would NOT pay this Bill. Call was Taken at PW. Exact Location: 2322 Highway #3	Completed January 03, PW called her back and had a discussion. NOTES: The time sheet from operators for June 12, Oct 21 both show 1 hour.

## MD OF PINCHER CREEK

January 20<sup>th</sup>, 2014

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TO: Reeve and Council

FROM: Mat Bonertz, Director of Finance and Administration

SUBJECT: **Regional Water Infrastructure Borrowing Bylaw No. 1245-14**

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**1. Origin**

Discussions have been ongoing with the Village of Cowley regarding the formation of a regional water service. As a result of these discussions it was agreed the M.D. would purchase the property containing Cowley's water treatment facilities. A bylaw was given 1<sup>st</sup> reading in October 2013 and was advertised as required with no comments received from the public. At 2<sup>nd</sup> reading the bylaw was defeated so that the M.D. could enter into a 2 year lease agreement with the Village of Cowley in order for them to have the time required to make arrangements to increase the size of their debt limit as recommended by our Lawyer. A 2 year lease was entered into with the Village of Cowley to provide the time required.

**2. Background/Comment**

It has now come to light that there is no requirement for the Village of Cowley to consider the transaction as a loan as was suggested by the lawyer working on the Regional System for us. We can now proceed as was originally planned but there is a necessity to terminate the lease with Cowley so that the original transaction can proceed.

As previously reported to Council Municipal Affairs, our Auditor and our Lawyer have all suggested a borrowing bylaw is required as payment for the property will occur over time. For payments extending beyond 5 years advertising must be done prior to second and third reading of the bylaw. The earliest advertising could occur is Wednesday, February 5<sup>th</sup>, 2014 and Wednesday, February 12<sup>th</sup>, 2014 (2 consecutive advertisements required). Assuming no public objections received, the bylaw could then be given 2<sup>nd</sup> and 3<sup>rd</sup> readings on March 5<sup>th</sup>, 2014.

An alternative for Council's consideration would be to agree to payments over a five year period, as opposed to a ten year period. This option would not require advertising prior to the bylaw receiving 2<sup>nd</sup> and 3<sup>rd</sup> readings.

The yearly principal payment over 5 years would be \$252,000.00 compared to \$126,000.00 over 10 years. The total interest paid over the 5 years would be \$111,207.60 compared to \$203,880.60 over 10 years. A bylaw for the 10 year period has been prepared as the 2014 approved budget includes a 10 year repayment plan. Council could decide on a 5 year loan but the 2014 operational budget would require amending.

**3. Recommendation**

That the report from the Director of Finance, dated January 20, 2014, regarding Regional Water Infrastructure Borrowing Bylaw No. 1245-14, be received;

And that Council authorize the Reeve and CAO to sign a Surrender and Termination of Lease with the Village of Cowley;

And that Council advise which repayment schedule (5 or 10 years) to be used;

And that Regional Water Infrastructure Borrowing Bylaw No. 1245-14 allowing an agreement with the Village of Cowley for the purchase of the new water treatment facility, land and buildings, be given 1<sup>st</sup> reading.

Respectfully Submitted,

Mat Bonertz, Director of Finance and Administration

Reviewed By: Wendy Kay, CAO



Date: January 20, 2014

**BYLAW NO. 1245-14  
OF THE M.D. OF PINCHER CREEK N09**

**(hereinafter referred to as "the Municipality")**

**IN THE PROVINCE OF ALBERTA**

**This bylaw authorizes the Council of the Municipality to incur indebtedness by way of an agreement with the Village of Cowley in the amount of \$1,400,000.00 for the purpose of obtaining title to the property where the Village of Cowley water treatment facilities are located.**

**WHEREAS:**

The Council of the Municipality has decided to issue a bylaw pursuant to Sections 251 and 258 of the *Municipal Government Act* to authorize the financing by agreement with the Village of Cowley for title to the property where the Village of Cowley water treatment facilities are located;

A purchase price of \$1,400,000.00 has been agreed with the Village of Cowley and no grants will be applied to the purchase;

In order to complete the purchase it will be necessary for the Municipality to enter into an agreement with the Village of Cowley to pay the sum of \$1,400,000.00 over a period not to exceed ten (10) years;

The estimated lifetime of the purchase financed under this bylaw is equal to, or in excess of ten (10) years;

The principal amount of the outstanding debt of the Municipality at December 31, 2012 is Six Million Four Hundred and Seventy-Three Thousand Seven Hundred and Ninety-Four DOLLARS (\$6,473,794.00) and no part of the principal or interest is in arrears; and

All required approvals for the purchase have been obtained and the purchase is in compliance with all *Acts* and *Regulations* of the Province of Alberta

**NOW, THEREFORE, THE COUNCIL OF THE MUNICIPALITY DULY ASSEMBLED, ENACTS AS FOLLOWS:**

1. This bylaw may be cited as "Regional Water Infrastructure Borrowing Bylaw No. 1245-14".
2. That for the purpose of obtaining title to the property where the Village of Cowley water treatment facilities are located the sum of One Million Four Hundred Thousand DOLLARS (\$1,400,000.00) be borrowed from the Village of Cowley by way of an agreement with the Village of Cowley for payment on the credit and security of the Municipality at large, of which amount the sum of \$1,400,000.00 is to be paid by the Municipality at large.
3. The proper officers of the Municipality are hereby authorized to enter into an agreement with the Village of Cowley on behalf of the Municipality for the



6. The net amount borrowed under the bylaw shall be applied only to the purchase specified by this bylaw.
7. This bylaw comes into force on the date it is passed.

READ A FIRST TIME THIS

28<sup>th</sup> day of January, 2014

READ A SECOND TIME THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2014

READ A THIRD TIME THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2014

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REEVE

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CHIEF ADMINISTRATIVE OFFICER

**Bylaw 1245-14**

**Schedule 'A'**

**MD/Cowley Waterworks Purchase Agreement**

Financial Arrangements

Purchase price of \$1,400,000

.00. 10% (\$140,000.00) due at

signing.

Balance paid over 10 years starting June 15th, 2014 at 2.942% interest  
Calculated January 1<sup>st</sup>, 2014 and each January 1st thereafter on the  
outstanding balance.

	<b>Balance Remaining</b>	<b>Principal</b>	<b>Interest</b>	<b>Payment</b>
March 2014'	<b>1,400,000.00</b>	140,000.00	0.00	140,000.00
June 15th, 2014	1,260,000.00	126,000.00	37,069.20	163,069.20
June 15th, 2015	1,134,000.00	126,000.00	33,362.28	159,362.28
June 15th, 2016	1,008,000.00	126,000.00	29,655.36	155,655.36
June 15th, 2017	882,000.00	126,000.00	25,948.44	151,948.44
June 15th, 2018	756,000.00	126,000.00	22,241.52	148,241.52
June 15th, 2019	630,000.00	126,000.00	18,534.60	144,534.60
June 15th, 2020	504,000.00	126,000.00	14,827.68	140,827.68
June 15th, 2021	378,000.00	126,000.00	11,120.76	137,120.76
June 15th, 2022	252,000.00	126,000.00	7,413.84	133,413.84
June 15th, 2023	126,000.00	126,000.00	3,706.92	129,706.92
	<b>0.00</b>	<b>1,400,000.00</b>	<b>203,880.60</b>	<b>1,603,880.60</b>

**SURRENDER AND TERMINATION OF LEASE**

**BETWEEN:**

**MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9**  
(hereinafter referred to as the "MD")

and

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

**WHEREAS:**

A. The Village and MD are parties to that Water Facilities Lease and Operations Agreement dated \_\_\_\_\_, 2013, (the "Lease"), respecting the lands legally described as:

WATER RESERVOIR SITE PLAN 8510212  
CONTAINING 0.975 HECTARE (2.41 ACRES) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS;

(the "Water Treatment Plant Lands")

B. The MD and the Village initially desired for the MD to purchase the Water Treatment Plant Lands from the Village;

C. Due to some uncertainty of the effect of the proposed transaction for the purchase and sale of the Water Treatment Plant Lands and the possible effect of this transaction on the debt limit of the Village, the parties decided to enter into the Lease, while they determined the effect of this transaction;

D. The Village has now received confirmation from both the Village's auditor and the Department of Municipal Affairs that the originally planned transaction is acceptable and will neither cause the Village to exceed its debt limit or require a Ministerial exemption from the Minister of Municipal Affairs to permit the original transaction to proceed as originally contemplated;

E. The Village and MD mutually agree to terminate the Lease, without cost, so they can proceed with the purchase and sale of the Water Treatment Plant Lands.

NOW THEREFORE in consideration of One Dollar (\$1.00), and the sale and transfer of the Water Treatment Plant Lands to the MD, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Village and the MD hereby covenant and agree that the Lease is fully surrendered and terminated effective as of \_\_\_\_\_, 20\_\_ (the "Termination Date").
2. From and after the Termination Date, the Village and the MD shall have no further rights or obligations under the Lease including, without limiting the generality of the forgoing, the right occupy or use the Leased Premises or any portion thereof as a MD and the right to charge or collect rents. Upon execution of this surrender, each of the MD and the Village hereby releases the other from any further liability under, or in relation to, the Lease effective as of the Termination Date.
3. Notwithstanding the foregoing Section 2 hereof, the Village and the MD agree that they shall have ongoing obligations and responsibilities to each other respecting the purchase and sale of the Water Treatment Plant Lands pursuant to that Master Transfer Agreement and the ancillary documents referenced therein.

4. This Agreement and everything contained herein shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.
5. This Agreement shall be construed in accordance with the laws of the Province of Alberta and the courts of the Province of Alberta shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

IN WITNESS WHEREOF the parties have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**VILLAGE OF COWLEY**

Per:

\_\_\_\_\_  
Mayor

Per:

\_\_\_\_\_  
CAO

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

Per:

\_\_\_\_\_  
Reeve

Per:

\_\_\_\_\_  
CAO

This Agreement dated for reference the 24<sup>th</sup> day of October, 2013

BETWEEN:

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9  
(hereinafter referred to as the "MD")

and

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

RECEIVED

DEC 23 2013

M.D. OF PINCHER CREEK

**WATER FACILITIES LEASE AND OPERATIONS AGREEMENT**

WHEREAS:

- A. The Village legally and beneficially owns the Water Assets; and
- B. The Village has agreed to lease to the MD, and the MD has agreed to lease from the Village, the Water Assets, subject to the terms, covenants, and conditions contained within this Agreement.

In consideration of the rents, covenants and agreements contained within this Agreement to be respectively paid, performed and observed by the parties, the Village and the MD hereby agree as follows:

**ARTICLE 1 – DEFINITIONS**

1.01 **Definitions**

In this Agreement, in addition to the foregoing:

- (a) "Agreement" means this Water Facilities Lease and Operations Agreement, and all schedules attached hereto;
- (b) "Business Day" means a day other than Saturday, Sunday or a statutory holiday in Barrhead, Alberta;
- (c) "Commencement Date" means the 24<sup>th</sup> day of October, 2013 or other date as agreed to;
- (d) "Connection Point" means that point of delivery where the MD's Secondary System and the Village Water System are connected and the MD's Treated Water is delivered into the MD's Secondary System;
- (e) "Default Notice" has the meaning as ascribed thereto in Section 12.02 hereof;
- (f) "Dispute Resolution Procedure" means that dispute resolution procedure as set in Schedule "A" hereof;
- (g) "Event of Default" means that event described in Section 12.01, of this Agreement;
- (h) "Fees to MD" means that Eighty Eight Cents (\$0.88) per cubic meter payable by the Village to the MD, for the MD to treat the Village's Raw Water at the Water Treatment Plant. This amount will be monitored by the MD, by determining how much of the Village's Raw Water is treated at the

Water Treatment Plant and as flows through that Cowley distribution flow meter as further illustrated in the attached Schedule "B" as the "Cowley Dist. Flow Meter";

- (i) "**Fees to Village**" means Ninety Cents (\$0.90) per cubic meter for that amount of the MD's Treated Water that is transmitted through the Village Water System to the Connection Point;
- (j) "**Hazardous Substances**" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
  - (i) radioactive materials,
  - (ii) explosives,
  - (iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant,
  - (iv) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
    - (A) endangers the health, safety or welfare of persons or the health of animal life,
    - (B) interferes with normal enjoyment of life or property, or
    - (C) causes damage to plant life or to property,
    - (D) toxic substances including, without restriction, urea formaldehyde foam insulation, asbestos and poly-chlorinated biphenyls, and
    - (E) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Lands;
- (k) "**Indemnified Party**" has the meaning as ascribed thereto in Section 9.04 hereof;
- (l) "**Indemnifying Party**" has the meaning as ascribed thereto in Section 9.04 hereof;
- (m) "**Lands**" means those lands and premises legally described as follows:

WATER RESERVOIR SITE PLAN 8510212  
CONTAINING 0.975 HECTARE (2.41 ACRES) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS;
- (n) "**MD Operating Services**" means the provision of supervision, administration, labour, transportation, tools, equipment and operational and maintenance staff necessary to fulfill all the MD's requirements of Section 7.01 of this Agreement, which, without limitation, includes the operation of the Water Treatment Plant;
- (o) "**MD's Secondary System**" means that portion of the MD's regional water system which is owned and operated by the MD and that is not directly connected to the Water Treatment Plant but is connected to the Village Water System;
- (p) "**Non-defaulting Party**" has the meaning as ascribed thereto in Section 12.01 hereof;
- (q) "**Notice**" has the meaning as ascribed thereto in Section 14.01 hereof;
- (r) "**Parties**" means the MD and the Village collectively and "**Party**" means any one of them;

- (s) **"Payment Default"** has the meaning as ascribed thereto in Section 12.01(a) hereof;
- (t) **"Performance Default"** has the meaning as ascribed thereto in Section 12.01(b) hereof;
- (u) **"Prime Rate"** means the percentage rate of interest per annum which is established and charged from time to time by Alberta Treasury Branches on loans to its most creditworthy and preferred commercial borrowers. A statement or statements in writing made by the manager of the said Alberta Treasury Branches' main branch, in Pincher Creek, Alberta, as to the Prime Rate, from time to time, shall be final and conclusive evidence of the Prime Rate during the operative time of the statement and shall not be open to dispute or challenge by the Parties. Any change in the Prime Rate shall be effective on the banking day upon which the said Bank changes its Prime Rate, and such rate of interest shall be changed automatically without notice to the Parties;
- (v) **"Raw Water"** means that non-potable water which has not yet been treated at the Water Treatment Plant;
- (w) **"Rent"** means:
  - (i) for the first year of the Term, One Hundred Forty Thousand (\$140,000.00) Dollars; and
  - (ii) for the second year of the Term, One Hundred Sixty Three Thousand Sixty Nine Dollars and Twenty Cents (\$163,069.20);
- (x) **"Term"** means that period of two (2) years, commencing on the Commencement Date and expiring on the 24<sup>th</sup> day of October, 2015;
- (y) **"Treated Water"** means that water which has been treated for human consumption through the Water Treatment Plant, which is in compliance with all applicable laws and regulations respecting the treatment of Raw Water;
- (z) **"Water Assets"** means all of the assets, property, equipment, valves, pumps, meters and appurtenances of the Village related to the operation of the Water Treatment Plant and related matters thereto, including, without limitation, the Water Treatment Plant itself and the Lands;
- (aa) **"Water Treatment Plant"** means both that existing water treatment plant and the soon to be constructed water treatment plant, both as located on the Lands and all additional appurtenances such as:
  - (i) all pumps, pipes, valves, meters, measurement instruments, and related assemblies and facilities housed within steel and/or brick clad concrete block buildings located on concrete foundations, within below grade concrete structures, and surrounding station yard sites;
  - (ii) all other connected facilities and assemblies used and required for operation of the water treatment plant described above and its connecting assemblies and facilities; and
  - (iii) all security fencing and gating surrounding or otherwise security all or any of the foregoing;
- (bb) **"Village's Approval"** means that approval as issued by Alberta Environment on May 14, 2009 as further attached hereto as Schedule "C";
- (cc) **"Village Services"** means the provision of supervision, administration, labour, transportation, tools, equipment and operational and maintenance staff necessary to fulfill all the Village's requirements of Section 7.02 of this Agreement, which, without limitation, includes the

transmission of the MD's Treated Water through the Village Water System and delivering same to the Connection Point; and

- (dd) "Village Water System" means the particular distribution system owned and operated by the Village consisting of its water mains, metering facilities and associated piping, connections, equipment.

## **ARTICLE 2 – ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES**

### **2.01 Acknowledgment**

The Parties agree and acknowledge:

- (a) due to benefits earned from economies of scale, it is preferable to have the MD operate the Water Assets for the joint benefit of the MD and the Village;
- (b) although the MD's Secondary System is connected to the Water Treatment Plant downstream, a portion of this connection is through the Village Water System and the MD is reliant upon the Village transmitting Treated Water through the Village Water System to the Connection Point for the benefit of the MD;
- (c) that this Agreement pertains solely to the three issues of the:
  - (i) MD leasing the Water Assets from the Village;
  - (ii) MD operating the Water Assets; and
  - (iii) Village agreeing to transmit a portion of the MD's Treated Water through the Village Water System to the MD's Secondary System;
- (d) a portion of the Treated Water that flows through the Village Water System belongs to the MD and is intended to be delivered to the MD at the Connection Point;
- (e) that this Agreement does not constitute either a sale of water or a supply of Treated Water or Raw Water. Both Parties are solely responsible for:
  - (i) delivering their own supply of Raw Water to the Water Treatment Plant in accordance with their own respective water licenses; and
  - (ii) selling their own Treated Water to their own customers on their own accounts;
- (f) that the Village has a vested interest in the MD ensuring that the Water Assets will be operational as the Village's ability to treat its Raw Water is dependent upon the Water Assets being operational;
- (g) that the MD has a vested interest in the Village ensuring that the Village Water System is operational as the MD's ability to receive Treated Water at the Connection Point for the MD's Secondary System is dependent upon:
  - (i) the Village transmitting Treated Water throughout the Village Water System; and
  - (ii) the Village Water System being operational.

### **2.02 MD's Warranties and Representations**

The MD hereby represents and warrants with and to the Village, and acknowledges that the Village is relying upon such representations and warranties, that the MD:



- (a) will be in compliance with all laws and regulations of any public authority relating to the operation of the Water Assets; and
- (b) the MD has all required approvals, permits, licenses, certificates and authorizations necessary to operate the Water Assets.

**2.03 Village's Warranties and Representations**

The Village hereby represents and warrants with and to the MD, and acknowledges that the MD is relying upon such representations and warranties, that the Village:

- (a) is in and will continue to be in, compliance with all laws and regulations of any public authority relating to the operation of the Village Water System, so it can deliver the MD's Treated Water at the Connection Point; and
- (b) the Village has all required approvals, permits, licenses, certificates and authorizations necessary to operate the Village Water System.

**ARTICLE 3 - GRANT OF LEASE AND CONDITION OF ASSETS**

**3.01 Lease of Water Assets**

In consideration of the rents, covenants, conditions and agreements contained within this Agreement to be paid, observed and performed by the MD, the Village hereby demises and leases the Water Assets to the MD.

**3.02 Condition of Water Assets**

The MD has examined the Water Assets and the MD agrees to accept possession of the Water Assets on an "as is - where is" basis and further that the Water Assets are in satisfactory condition to the MD.

**ARTICLE 4 - TERM OF AGREEMENT**

**4.01 Term**

The MD shall lease the Lands from the Village for the Term.

**ARTICLE 5 - RENT**

**5.01 Rent**

The MD shall pay the Rent to the Village as follows:

- (a) The MD shall pay One Hundred Forty Thousand (\$140,000.00) Dollars to the Village, as Rent, upon execution of this Agreement; and
- (b) The MD shall pay to the Village, One Hundred Sixty Three Thousand Sixty Nine Dollars and Twenty Cents (\$163,069.20); on June 15, 2014.

**5.02 Payment of Taxes**

The MD shall pay when due all real estate taxes, assessments, rates and charges and other government impositions, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind, including assessments for local or public improvements which may at any time during the Term be imposed, assessed or levied, in respect of the Water Assets and all fixtures and improvements from time to time thereon, or which, howsoever imposed, might constitute a lien on the Water Assets or any part thereof or a liability of the Village. The MD shall furnish to the Village, within thirty days of receipt of a written request from the Village, official receipts or other proof satisfactory to the Village evidencing the payment of the taxes.

5.03 Additional Payments

In addition to the payment of Rent, the MD shall pay those payments in Section 7.01. The Village shall pay to the MD, those payments in Section 7.02 during the Term.

ARTICLE 6 – QUIET ENJOYMENT

6.01 Quiet Enjoyment

Subject to the terms, covenants and conditions contained in this Agreement, the Village covenants that upon duly performing and observing all its covenants and obligations contained in this Agreement the MD shall and may peaceably possess and enjoy the Water Assets for the Term without any interruption or disturbance from the Village or any other person lawfully claiming by, from or under the Village.

ARTICLE 7 – OPERATIONAL COVENANTS OF PARTIES

7.01 MD's Operating Obligations

Without limiting the generality of the obligations contained herein, the MD shall have the following additional obligations:

Water Treatment Plant Obligations

- (a) perform the MD Operating Services diligently, in good faith, and in a professional and prudent manner in accordance with and subject to the terms and conditions contained in this Agreement;
- (b) ensure that the Water Assets will continue to be operated such that the Raw Water that is delivered to the Water Treatment Plant will be treated within its design capabilities to be Treated Water;
- (c) give the Village prior notice of any scheduled interruption of the operation of the Water Assets as soon as is reasonably possible and at least forty-eight (48) hours prior to such interruption, and shall restore MD Operating Services as soon as reasonably possible. During periods of interruption the MD may reduce the level, quality or quantity of MD Operating Services provided; however the MD shall treat all users affected by the interruption fairly, equitably and without preference, subject to any operating constraints then in effect;
- (d) provide the Village with an invoice on a monthly basis setting out all MD Operating Services performed by the MD together with all details relating to the provision of such MD Operating Services satisfactory to the Village in its discretion, from time to time;
- (e) keep the Village apprised of the relevant circumstances during each interruption of the MD Operating Services and coordinate with the Village the repairs, maintenance, replacement, upgrading and other work referred to above, in order to minimize the inconvenience to the users;
- (f) employ staff and employees experienced in water treatment and distribution systems, operations and Water Assets maintenance procedures to provide the MD Operating Services;
- (g) operate the Water Assets only under the direct supervision of personnel who possess valid certificates of competency as required by all applicable regulatory requirements;
- (h) use the Water Assets solely for the operation of a regional waterworks system and shall not use or permit or suffer the use of the Water Assets or any part thereof for any other business or purpose whatsoever;
- (i) not cause or suffer or permit any Hazardous Substances to exist in any component of the Water Assets or in the Treated Water that is created in the Water Treatment Plant;

- (j) provide the results of the water testing to the Village when the MD completes the results of its water testing;
- (k) maintain the existing security systems and any new security systems deemed necessary by the MD for all of the Water Assets;
- (l) complete or cause to be completed all required maintenance, repairs, replacements and enhancements to the Water Assets;
- (m) maintain records of operation and maintenance activities and provide access to such records for inspection by the Village;
- (n) keep clean and neat all existing buildings, structures and grounds in which the Water Assets are located;
- (o) comply with all material regulatory requirements regarding the operation and maintenance of the Water Assets including, but not limited to:
  - (i) providing the routine testing and laboratory analyses required by currently existing and future regulations, licenses and approvals;
  - (ii) preparing and signing all regulatory agency-required monitoring and operating reports and submitting them to the proper agencies having jurisdiction and providing copies of such reports to the Village; and
  - (iii) submitting samples to an authorized regulatory agency as required by all applicable regulatory requirements and standards;
- (p) respond immediately to any emergency throughout the year including:
  - (i) any hazardous or unsafe condition; and
  - (ii) blockages, malfunction or failure of any type in the Water Assets that affects one or more users;
- (q) respond to all correspondence or written inquiries from the Village, within 5 business days respecting the Water Assets or their management, operation and maintenance;
- (r) comply with all leases, road licenses, utility rights of way, franchise agreements and utility bylaws that may affect the Water Assets;

**Other Obligations**

- (s) pay to the Village within thirty (30) days of receipt of the monthly invoice from the Village, the Fees to Village as set forth in such monthly invoice with respect to the Village's provision of the Village Services;
- (t) be bound by and observe all applicable federal, provincial and municipal legislation and related regulations and the MD shall cause all of its employees and approved subcontractors to be so bound;
- (u) obtain and maintain at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the MD's obligations under this Agreement; and

- (v) pay all fees and all other costs incidental to the performance of the MD's obligations under this Agreement.

7.02 **Village's Operating Obligations**

During the Term, the Village shall:

**Water Treatment Plant Obligations**

- (a) not deliver any volumes of Raw Water to the Water Treatment Plant for treatment that is in excess of the Village's Approval;
- (b) pay to the MD within thirty (30) days of receipt of the monthly invoice from the MD, the Fees to MD as set forth in such monthly invoice with respect to the MD's provision of the MD Operating Services;

**Village Water System Obligations**

- (c) perform the Village Services diligently, in good faith, and in a professional and prudent manner in accordance with and subject to the terms and conditions contained in this Agreement;
- (d) ensure that continuous Village Services are provided through the Village Water System within their design capabilities and in accordance with this Agreement;
- (e) give the MD prior notice of any scheduled interruption as soon as is reasonably possible and at least forty-eight (48) hours prior to such interruption, and shall restore the Village Services as soon as reasonably possible. During periods of interruption the Village may reduce the level, quality or quantity of Village Services provided; however the Village shall treat all users affected by the interruption fairly, equitably and without preference, subject to any operating constraints then in effect;
- (f) provide the MD with an invoice on a monthly basis setting out all Village Services performed by the Village together with all details relating to the provision of such Village Services satisfactory to the MD in its discretion, from time to time;
- (g) permit the MD's Treated Water to be transmitted through the Village Water System and deliver it to the MD's Secondary System, in substantially the same quality as the MD produces the Treated Water at the Water Treatment Plant;
- (h) not permit any Hazardous Substances to infiltrate the MD's Treated Water while it is being transmitted through the Village Water System to the Connection Point;
- (i) be directly and fully responsible for all operating and maintenance costs relating to the Village Water System;
- (j) give the MD prior notice of any scheduled interruption as soon as is reasonably possible and at least forty-eight (48) hours prior to such interruption, and shall restore the transmission of Treated Water to the Connection Point as soon as reasonably possible;
- (k) keep the MD apprised of the relevant circumstances during each interruption of the Village's Water System and coordinate with the MD the repairs, maintenance, replacement, upgrading and other work referred to above, in order to minimize the inconvenience to the MD's Secondary Water System;
- (l) employ staff and employees experienced in water transmission and distribution systems, operations and maintenance procedures to enable the Village to provide the Village Services;

- (m) operate the Village Water System only under the direct supervision of personnel who possess valid certificates of competency as required by all applicable regulatory requirements;
- (n) complete or cause to be completed all required maintenance, repairs, replacements and enhancements to the Village Water System;
- (o) comply with all material regulatory requirements regarding the operation and maintenance of the Village Water System;
- (p) respond immediately to any emergency throughout the year including:
  - (i) any hazardous or unsafe condition; and
  - (ii) blockages, malfunction or failure of any type in the Village Water System that affects the transmission of the MD's Water System;
- (q) respond to all correspondence or written inquiries from the MD, within 5 business days respecting the Village Water System or their management, operation and maintenance;
- (r) comply with all leases, road licenses, utility rights of way, franchise agreements and utility bylaws that may affect the Village Water System;

**Other Obligations**

- (s) be bound by and observe all applicable federal, provincial and municipal legislation and related regulations and the Village shall cause all of its employees and approved subcontractors to be so bound;
- (t) obtain and maintain at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the Village's obligations under this Agreement; and
- (u) pay all fees and all other costs incidental to the performance of the Village's obligations under this Agreement.

**7.03 Operation of the MD's Secondary System**

For absolute clarity, the MD shall be solely responsible for the operation, maintenance and management of the MD's Secondary System, once the Treated Water that belongs to the MD, flows through the Village Water System and is delivered to the Connection Point.

**ARTICLE 8 - ADDITIONAL COVENANTS**

**8.01 Utilities**

The MD shall pay promptly when due all rates, levies and charges for water, gas, sewer and electricity, telephone and other utilities supplied to or used on the Water Assets and shall indemnify the Village against any liability or damages pertaining thereto.

**8.02 Compliance with Laws and Regulations**

The MD shall comply promptly at its expense with all laws, by-laws, ordinances, regulations, requirements and recommendations of any and all federal, provincial, civic, municipal and other lawful authorities, which may be applicable to the MD or to the manner of use of the Water Assets or the making by the MD of any repairs, alterations, changes or improvements to the Water Assets.

**8.03 Builders' Liens**

The MD shall not permit any lien under the *Builders' Lien Act* or any like statute to be filed or registered against the Water Assets, the Water Treatment Plant, or any fixtures or improvements on the Water Assets or Water Treatment Plant, by reason of work, labour, services or materials supplied or claimed to have been supplied to the MD or anyone holding any interest in any part thereof through or under the MD. If any lien is at any time filed or registered the MD shall procure registration of its discharge within forty-five (45) days after the lien has come to its notice or knowledge.

**8.04 Discharge of Builders' Liens**

The Village may, but is not obliged to, after the expiration of the period set forth in the preceding paragraph, discharge any lien filed or registered and all disbursements incurred and costs paid by or on behalf of the Village in respect the discharge of any lien shall be immediately due and payable to the Village by the MD.

**ARTICLE 9- INSURANCE AND INDEMNITY**

**9.01 Insurance**

The MD shall throughout the Term and during any other time the MD operates the Water Assets or a part thereof, at its sole cost and expense, take out and keep in full force and effect, the following insurance:

- (a) "all risks" insurance upon the Water Assets and which is located on the Lands;
- (b) comprehensive general liability insurance with inclusive limits of not less than \$5,000,000.00;
- (c) standard owner's form automobile policy providing not less than third party liability insurance with \$2,000,000.00 inclusive limits and accident benefits coverage where compulsory by law, covering all licensed vehicles owned or operated by or on behalf of the MD; and
- (d) any other form of insurance as the MD or Village may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant under similar circumstances would insure.

**9.02 Named Insured**

Each insurance policy referred to in this Article shall name the Village as additional named insureds as their interest may appear and such policies will contain where appropriate:

- (a) a waiver of any subrogation rights which the MD's insurers may have against the Village;
- (b) a severability of interests clause or a cross liability clause;
- (c) a waiver in favour of the Village of any breach of warranty clause such that the insurance policies in question shall not be invalidated with respect to their interest, by reason of any breach or violation of any warranty, representation, declaration or condition contained in the policies; and
- (d) a clause stating that the MD's insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the Village.

**9.03 Forms of Insurance**

All policies shall be taken out with insurers and shall be in a form acceptable to the Village acting reasonably. The MD agrees that certificates of insurance acceptable to the Village will be delivered to the Village as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Village in writing, of any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof

The acquisition and maintenance by the MD of the insurance policies as required pursuant to this Article shall in no manner whatsoever limit or restrict the liability of the MD under this Agreement.

9.04 **Mutual Indemnity**

Each party (the "indemnifying party") agrees to indemnify and save harmless the other party (the "indemnified party"), its agents and employees from and against any and all damage, injury, loss, costs, causes of action, including legal costs on solicitor and his own client basis, and claims suffered or incurred by the indemnified party, its agents or employees which are in any way connected with the performance or nonperformance of this Agreement and which are caused either directly or indirectly or contributed to in whole or in part by any act or failure to act of the indemnifying party, its agents and employees, in respect of which indemnifying party, its agents or employees are liable or otherwise responsible in law, provided that such indemnity shall be limited to an amount in proportion to which the indemnifying party, its agents and employees are at fault or otherwise held responsible in law. This Section shall survive the termination of the Agreement.

**ARTICLE 10 - SUB-LETTING AND ASSIGNMENT**

10.01 **Sub-letting**

The MD may with the written consent of the Village, such consent shall not be unreasonably withheld, sub-let a portion of the Lands for purposes consistent with the operation of regional waterworks system provided that in no event shall any sub-letting to which the Village may have consented release or relieve the MD from the full performance of all of its obligations under this Agreement throughout the Term and any renewal or extension of the Term.

10.02 **Assignment**

The MD shall not, without the written consent of the Village, assign its interest in this Agreement, or any part hereof, in any manner whatsoever.

**ARTICLE 11 - DISPUTE RESOLUTION PROCEDURE**

11.01 **Application of Dispute Resolution Procedure**

Except for the occurrence of an Event of Default in which case the provision of Article 12 shall govern over this Article 11, if any dispute arises between the Parties hereto regarding the interpretation, application or operation of this Agreement or any part of it shall be determined in accordance with the provisions of the Dispute Resolution Procedure before any Party may take any other action or step or pursue any available remedy in relation to the dispute regardless of whether such action, steps or remedy involves the courts, or any other tribunal or entity, provided however that any Party may file a complaint or other document required to be filed with the courts, any board, tribunal or entity and take any other action or step prior to submitting any dispute to the dispute resolution process if such filing, action or step is necessary to preserve its right to pursue the dispute in the event that the dispute resolution process is unsuccessful in resolving the dispute.

11.02 **Continual Performance of Obligations**

Notwithstanding that the Dispute Resolution Procedure is involved, the Parties shall continue to perform their obligations described in this Agreement until such time as the Dispute Resolution Procedure is complete.

**ARTICLE 12 – DEFAULT AND REMEDIES**

12.01 **Event of Default**

A Party shall be deemed to be in default hereunder if any of the following events occur (each of the following events to be referred to as an "Event of Default", the Party in default to be referred to as the "Defaulting Party" and the Party not in default to be referred to as the "Non-defaulting Party"):

- (a) a Party fails to make a payment as required by any provision of this Agreement including failure to pay an indemnity amount required to be paid pursuant to the terms of this Agreement (a "Payment Default"); or
- (b) a Party fails to perform any of its obligations under this Agreement (which, for greater certainty, shall not include obligations resulting in a Payment Default if not performed) (each such event being a "Performance Default").

#### 12.02 Default Notice

If a Party claims that there has been a Payment Default or Performance Default committed by or affecting the other Party, the Party making the claim shall give to the Party alleged to be in default a notice (hereinafter referred to as the "Default Notice"). The Default Notice shall specify and provide particulars of the alleged Event of Default.

#### 12.03 Rectification of Event of Default

In the event the alleged Event of Default is capable of being remedied, the Party alleged to be in default shall:

- (a) have a cure period of Thirty (30) days after receipt of the Default Notice with respect to a Payment Default;
- (b) have a cure period of Thirty (30) days after receipt of the Default Notice with respect to a Performance Default; or
- (c) if a Performance Default is such that it cannot be reasonably remedied within Thirty (30) days after receipt of the Default Notice, have a reasonable period of time to cure the Performance Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default.

#### 12.04 Effect of Rectification

If before the expiry of the later of the cure period (if any) referred to in Section 12.03 or the time to cure specified in the Default Notice, the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative and the Defaulting Party shall lose no rights hereunder.

#### 12.05 Remedies for Failure to Rectify Event of Default

In the event that a Default Notice has been given and the Party alleged to be in default does not cure or remedy the Event of Default in the manner contemplated by Section 12.03, the Non-defaulting Party shall have the following rights and remedies:

- (a) in the case of a Payment Default, to charge the Defaulting Party interest at the Prime Rate with respect to the unpaid amount until it is paid, calculated daily, regardless of whether the Non-defaulting Party has notified the Defaulting Party in advance of its intention to charge interest at the Prime Rate with respect to the unpaid amount; and/or
- (b) in the case of a Performance Default, the Non-defaulting Party may but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default at the sole cost and expense of the Defaulting Party; and/or
- (c) in the case of any Event of Default, the Non-defaulting Party may:
  - (i) suspend performance of its obligations under this Agreement, including the right to suspend any payment owing pursuant to this Agreement; and/or



- (ii) set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-defaulting Party in accordance with this Agreement; and/or
- (iii) maintain an action or actions for the unpaid amount and Interest thereon on a continuing basis as the amounts become payable but are not paid by the Defaulting Party, as if the obligation to pay those amounts and the Interest thereon was a liquidated demand due and payable on the date the amounts were due to be paid, without any right or resort of the Defaulting Party to set-off or counter-claim; and/or
- (iv) avail itself of any other remedy whether available at law or in equity or by statute or expressly provided for in this Agreement.

#### **12.06 Remedies are Cumulative**

A Non-defaulting Party may, at its discretion, exercise the remedies referenced in Section 12.05 applicable to it in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement and provided that in the case of a Payment Default the concurrent or cumulative exercise of remedies shall not result in duplication or a recovery on the part of the Non-defaulting Party based on an amount (excluding Interest) in excess of the Payment Default. No delay or omission by a Non-defaulting Party in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

#### **12.07 No Eviction**

Notwithstanding anything contained to the contrary herein, the Village agrees and acknowledges that it shall not have a right of possession of the Lands or any portion of the Water Assets, even if the MD has committed an Event of Default.

### **ARTICLE 13- TITLE TO THE ASSETS**

#### **13.01 Ownership of Water Assets**

Throughout the Term, the title to the Water Assets shall at all times remain in the name of the Village. The MD shall have no right, title or interest in the Water Assets other than the right to maintain possession and use of the Water Assets for the Term.

#### **13.02 Quiet Enjoyment of Water Assets**

The Village covenants with the MD for the quiet enjoyment of the Water Assets.

#### **13.03 No Encumbrance**

The Village shall not, from and after the Commencement Date, encumber all or any of the Water Assets, without the consent of the MD, which such consent may be withheld by the MD, in its sole and absolute discretion.

### **ARTICLE 14 – GENERAL**

#### **14.01 Notices**

- (a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:
  - (i) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in this subsection (i) below; or

- (ii) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
    - (A) upon transmission with answer back confirmation if received within the normal working hours of the Business Day; or
    - (B) at the commencement of the next ensuing Business Day following transmission with answer back confirmation thereof; or
  - (iii) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received three (3) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;
- (b) Except as herein otherwise provided, notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or seven (7) days after the same has been mailed in a prepaid envelope by single registered mail to:
- (i) if to the MD:                   Municipal District of Pincher Creek No. 9  
  PO Box 279  
  Pincher Creek, Alberta T0K 1W9  
  Attention:        Chief Administrative Officer  
  Telephone No.: (403) 627-3130  
  Fax No.:         (403) 627-5070
  - (ii) if to the Village:           Village of Cowley  
  PO Box 40  
  Cowley, Alberta T0K 0P0  
  Attention:        Chief Administrative Officer  
  Telephone No.: (403) 628-3808  
  Fax No.:         (403) 628-2807

or to such other address as each party may from time to time direct in writing.

**14.02 Governing Law**

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

**14.03 Time of Essence**

Time shall be of the essence of this Agreement.

**14.04 Headings**

The headings, captions, section numbers, subsection numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

**14.05 No Authority**

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

**14.06 Further Assurances**

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

**14.07 Amendments**

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

**14.08 Waiver**

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

**14.09 Counterparts**

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

**14.10 Statutory Reference**

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

**14.11 Unenforceability**

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

**14.12 Survival**

The parties acknowledge and agree that the provisions of this Agreement, which, by their context, are meant to survive the termination or expiry of the agreement, shall survive the termination or expiry of the agreement and shall not be merged therein or therewith.

14.13 Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

14.14 GST Exclusive

All amounts payable by one party to the other hereunder will be exclusive of any goods and services tax ("GST") and the party providing payment will, in addition the amounts payable hereunder, pay to the other party all amounts of GST applicable thereon. The MD's GST number is 107747347 RT0001 and the Village's GST number is 108176579 RP001.

14.15 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

14.16 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

14.17 Assignment

Neither party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party which consent may be not be arbitrarily withheld.

14.18 Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

**IN WITNESS WHEREOF** the parties hereunto have hereunto executed this Agreement all effective as of the date and year first set forth above, notwithstanding the actual date or dates of execution hereof.

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

Per: 

Per: W. Kay

VILLAGE OF COWLEY

Per: Reindeer Findlater

Per: Cindy Cornish

## SCHEDULE "A"

### DISPUTE RESOLUTION PROCEDURE

#### 1. Definitions

In this Schedule, in addition to terms defined elsewhere in the Agreement, the following words and phrases have the following meanings:

- (a) **"Arbitrator"** means the person appointed to act as such to resolve any Dispute;
- (b) **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
- (c) **"Disclosed Information"** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
- (d) **"Mediation"** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
- (e) **"Mediator"** means the person appointed to facilitate the resolution of a Dispute between the Parties;
- (f) **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute, who holds a senior position with a Party and who has full authority to settle a Dispute.

#### 2. Principles of Dispute Resolution

The Town and the Village acknowledge and agree that:

- (a) in any business relationship a difference of opinion or interpretation or a divergence of interest may arise;
- (b) the Town and the Village are committed to resolving any disputes in a non-adversarial, informal and cost efficient manner;
- (c) the following process shall apply in respect of Disputes which are either referred to, or are required by the terms of this Agreement to be resolved in accordance with, the Dispute Resolution Procedure; and
- (d) the Parties shall make all reasonable efforts to resolve all Disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations as further contemplated within this Schedule.

#### 3. Dispute Process

In the event of any Dispute, the Parties agree that they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) first, by negotiation;

- (b) second, by way of Mediation; and
- (c) third, if agreed to mutually by the parties, by Arbitration.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the Parties within the Agreement.

#### 4. Negotiation

A Party shall give written notice ("**Dispute Notice**") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of the appointment of a Representative by each Party, the negotiation shall be deemed to have failed.

#### 5. Mediation:

- (a) If the Representatives cannot resolve the Dispute through negotiation within such thirty (30) day period, then the Dispute shall be referred to Mediation.
- (b) In such event, either Party shall be entitled to provide the other Party with a written notice ("**Mediation Notice**") specifying:
  - (i) the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated; and
  - (ii) the nomination of an individual to act as the Mediator.
- (c) The Parties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a Mediator.
- (d) Where a Mediator is appointed, the Parties shall submit in writing their Dispute to the Mediator, and afford to the Mediator access to all records, documents and information the Mediator may reasonably request. The Parties shall meet with the Mediator at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between the Parties.
- (e) In the event that
  - (i) the Parties do not agree on the appointment of a Mediator with thirty (30) days of the Mediation Notice;
  - (ii) the Mediation is not completed within thirty (30) days after the appointment of the Mediator; or
  - (iii) the Dispute has not been resolved within sixty (60) days from the date of receipt of the Dispute Notice;

either Party may by notice to the other withdraw from the Mediation process and in such event the Dispute shall be deemed to have failed to be resolved by Mediation.

6. **Arbitration:**

- (a) If Mediation fails to resolve the Dispute, the Dispute shall be submitted to binding Arbitration. Either of the Parties may provide the other Party with written notice ("Arbitration Notice") specifying:
  - (i) the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated; and
  - (ii) the nomination of an individual to act as the Arbitrator.
- (b) Within fourteen (14) days following receipt of the Arbitration Notice, the other Party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and with which matters it disagrees and shall also advise whether it agrees with the resolution of the disputed items by Arbitration, and whether it agrees with the Arbitrator selected by the initiating Party or provide the name of one Arbitrator selected by that other Party. Should the Parties fail to agree to resolve any disputed items by Arbitration, this Dispute Resolution Process shall come to an end.
- (c) Subject to agreement of the Parties to resolve any disputed items by Arbitration as contemplated above the Parties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an Arbitrator.
- (d) Should the Parties fail to agree on a single arbitrator within the fourteen (14) day period referred to above, then either Party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- (e) The terms of reference for Arbitration shall be those areas of dispute referred to in the Arbitration Notice, and the receiving Party's response thereto.
- (f) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language.
- (g) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
  - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$250,000.00; or
  - (ii) ninety (90) days, if the subject matter of the Dispute is greater than \$250,000.00.
- (h) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (i) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
- (j) Judgment upon any award (an "Award") rendered in any such Arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the Award and an enforcement order, as the laws of such jurisdiction may require or allow.

- (k) The Parties acknowledge and agree that, where a Dispute involves a Claim for injunctive relief, a Party may refer such matter to Arbitration in accordance with this Schedule or apply to the appropriate court for relief.

**7. Participation**

The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary.

**8. Location**

The place for Mediation and Arbitration shall be within the Town of Pincher Creek, or such other location as the Parties may agree.

**9. Selection of Mediator and Arbitrator**

Without restricting any of the foregoing, if the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator, respectively, within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, as the case may be, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be recommended for appointment by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

**10. Costs**

Subject to clause 6(h) of this Schedule, in the case of an Arbitration the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

**11. Disclosed Information**

All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this Dispute Resolution Procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.





SCHEDULE "C"

VILLAGE'S APPROVAL



LICENCE TO DIVERT WATER  
PROVINCE OF ALBERTA  
WATER RESOURCES ACT, R.S.A. 1980, c.W-5, as amended

LICENCE NO.: 00188070-00-00

FILE NO.: 23592

PRIORITY NO.: 1989-03-31-16

EFFECTIVE DATE: MAY 14 2009

SOURCE OF WATER: Castle River

POINT OF DIVERSION: SE 2-07-01-W5

LICENSEE: Village of Cowley

Pursuant to the *Water Resources Act*, R.S.A. 1980, c.W-5, as amended, a licence is issued to the Licensee to:

operate a works and to divert up to 61,700 cubic meters of water annually at a maximum rate of diversion of 0.008 cubic meters per second from the source of water for the purpose(s) of Municipal. <sup>= 50.01 Acre feet.</sup>

subject to the attached terms and conditions.

Designated Director under the Act:

Rob Burland

Date Signed: MAY 14 2009

**DEFINITIONS**

- 1.0 All definitions from the Act and the Regulations apply except where expressly defined in this licence.
- 1.1 In all parts of this licence:
- (a) "Act" means the Water Resources Act, RSA 1980, c. W-5, as amended;
  - (b) "Application" means the written submissions to the Director in respect of application number 00188070-00-00;
  - (c) "Director" means an employee of the Government of Alberta designated as a Director under the Act;
  - (d) "Point(s) of diversion" means the location(s) where water is diverted from the source of water;
  - (e) "Point of use" means the location(s) in which the diverted water is used by the Licensee for the licenced purpose;
  - (f) "Regulations" means the regulations, as amended, enacted under the authority of the Act.
  - (g) "Instream Objective" means the water flow in the source of water that remains in the source of water immediately downstream of the point of diversion, during the diversion of water by the licensee.

**GENERAL**

- 2.0 The Licensee shall immediately report to the Director by telephone any contravention of the terms and conditions of this licence at 1-780-422-4505.
- 2.1 The terms and conditions of this licence are severable. If any term or condition of this licence is held invalid, the application of such term or condition to other circumstances and the remainder of this licence shall not be affected thereby.
- 2.2 The Licensee shall not deposit or cause to be deposited any substance in, on or around the source of water that has or may have the potential to adversely affect the source of water.
- 2.3 Within six months after permanently ceasing operation of the works or diversion of the water, the licensee shall submit an application to the Director for the decommissioning of the works.



Licence No. 00188070-00-00

File No. 23592

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**DIVERSION OF WATER**

- 3.0 This licence is appurtenant to the undertakings described as the diversion works located on SE 2-07-01-W5, the water supply pipeline, water treatment system and water distribution network in association with the Village of Cowley municipal water supply within the municipal boundary of the Village of Cowley."
- 3.1 The Licensee shall divert water only for the purpose(s) specified in this licence.
- 3.2 The Licensee shall divert water only from the source of water specified in this licence.
- 3.3 The Licensee shall divert water only from the following point(s) of diversion:
- (a) SE 2-07-01-W5
- 3.4 The works used to divert the water authorized by this licence shall include but is not limited to the diversion structure, water delivery, water treatment and municipal distribution system as described in the following plans:

PLAN/REPORT NUMBER	TITLE	PLAN DATE	AUTHOR/DRAWING NUMBER
23592-1	Well Site Plan and Details	March 1989	Reid Crowther/002965/519-0
23592-4	Key Plan and Plan/Profile Drawing Index	April 1989	Reid Crowther/002965/500-1
23592-5	Station 0+240 to station 0+980 Plan/Profile	April 1989	Reid Crowther/002965/502-1
23592-6	Crossing Details at Creek, Railway and Highway	April 1989	Reid Crowther/002965/520-1
23592-7	Station 0+000 to Station 0+420 Plan/Profile.	April 1989	Reid Crowther/002965/501-1
23592-8	Village of Cowley – approximate Point of Return Flow	May 1990	Alberta Environment
23592-9	Water Supply Replacement 1995 Well No. 2 – Siter Plan and Details	January 1996	Cicon Engineering

- 3.5 The Licensee shall not divert more than 61,700 cubic metres of water per year.
- 3.6 The Licensee shall not divert water at a rate of diversion greater than 0.008 cubic metres per second.

Licence No. 00188070-00-00  
File No. 23592  
Page 3 of 7

- 3.8 Prior to diverting any water from the source of water, the Licensee shall equip the point of diversion with a meter, which measures:
  - (a) cumulatively, the quantity of all water diverted; and
  - (b) the instantaneous rate of diversion.
- 3.9 The Licensee shall maintain each measuring device referred to in 3.8 at all times.
- 3.10 The Licensee shall calibrate each measuring device referred to in 3.8 in accordance with manufacturer's specifications.
- 3.11 The Director may amend this license to establish or change the In-stream Objectives upon a minimum of 12 months written notice to the licensee.
- 3.12 The In-stream Objectives are as set out in Schedule 1 for the periods of time specified.
- 3.13 The licensee shall divert the water authorized by this licence only when there is sufficient water flow in the source of water to meet or exceed the In-stream Objectives as set out in 3.12
- 3.14 Unless otherwise authorized in writing by the Director, the Instream Objectives in 3.12 is to be met at the specified point of diversion.

**MONITORING AND REPORTING**

- 4.0 Unless otherwise authorized in writing by the Director, the Licensee shall:
  - (a) measure the total volume of water diverted each month using the measuring device specified in 3.8(a); and
  - (b) measure the rate of diversion on a continuous basis using the measuring device specified in 3.8(b).
- 4.1 The Licensee shall record and retain all of the following information for a minimum of 5 years after being collected:
  - (a) the place, date and time of all monitoring, measuring and sampling;
  - (b) the results obtained pursuant to 4.0; and
  - (c) the name of the individual who conducted the monitoring, measuring and sampling stipulated in (a) and (b).
- 4.2 The licensee shall compile an Annual Water Use Report on or before February 28<sup>th</sup> of each year following the year in which the information on which the report is based was collected.
- 4.3 The licensee shall retain each Annual Water Use Report for a minimum of 5 years.



- 4.4 The Licensee shall submit an Annual Water Use Report to the Director:
- (a) on or before February 28<sup>th</sup> of each year following the year in which the information on which the report is based was collected; or
  - (b) within a time period specified in writing by the Director.
- 4.5 The Annual Water Use Report shall include, at a minimum, the following information collected during the previous year:
- (a) the total annual number of cubic metres of water diverted from the source of water;
  - (b) the results obtained pursuant to 4.0; and
  - (c) any other information required in writing by the Director.

**COMPLAINT INVESTIGATION**

- 5.0 The Licensee shall:
- (a) provide to all water users, within a distance specified in writing by the Director from the point of diversion, the contact name(s) and telephone numbers of the licensee or representative(s);
  - (b) investigate all written complaints accepted by the Director relating to allegations of surface water and groundwater interference as a result of the diversion of the water or operation of the works; and
  - (c) provide a written report to the Director, within a time specified in writing by the Director, detailing the results of the investigation relating to the complaint accepted by the Director in 5.0(b).
- 5.1 The Licensee shall satisfy the Director that the report submitted pursuant to 5.0(c) has identified remedial and/or mitigative measures relating to the alleged interference.

DATE SIGNED:     MAY 14 2009    

  
\_\_\_\_\_  
DESIGNATED DIRECTOR UNDER THE ACT  
Rob Burland

Licence No. 00188070-00-00

File No. 23592

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**Schedule 1****Weekly Instream Flow Objectives for Castle River**

**Point of Measurement:** Water Survey of Canada, Gauging Station No. 05AA022,  
( "Castle River at Beaver Mines" )

January 1 to December 31

WEEK	Instream Flow Objectives cubic meters per second (cubic feet per second)
January 1 - January 7	3.19 (113)
January 8 - January 14	2.97 (105)
January 15 - January 21	2.82 (100)
January 22 - January 28	2.80 ( 99)
January 29 - February 4	2.78 ( 98)
February 5 - February 11	2.75 ( 97)
February 12 - February 18	2.76 ( 98)
February 19 - February 25	2.91 (103)
February 26 - March 4	3.07 (108)
March 5 - March 11	3.23 (114)
March 12 - March 1	3.44 (121)
March 19 - March 25	3.99 (141)
March 26 - April 1	4.62 (163)
April 2 - April 8	5.25 (185)
April 9 - April 15	5.87 (207)
April 16 - April 22	8.10 (286)
April 23 - April 29	11.93 (421)
April 30 - May 6	15.75 (556)
May 7 - May 13	19.58 (691)
May 14 - May 20	22.57 (797)
May 21 - May 27	23.26 (821)
May 28 - June 3	23.81 (841)
June 4 - June 10	24.36 (860)
June 11 - June 17	24.72 (873)
June 18 - June 24	21.78 (768)

WEEK	Instream Flow Objectives cubic meters per second (cubic feet per second)
June 25 - July 1	17.59 (621)
July 2 - July 8	13.42 (474)
July 9 - July 15	9.25 (327)
July 16 - July 22	7.05 (249)
July 23 - July 29	6.83 (241)
July 30 - August 5	6.61 (233)
August 6 - August 12	6.39 (226)
August 13 - August 19	6.15 (217)
August 20 - August 26	5.81 (205)
August 27 - September 2	5.45 (192)
September 3 - September 9	5.09 (180)
September 10 - September 16	4.74 (167)
September 17 - September 23	4.72 (167)
September 24 - September 30	4.89 (173)
October 1 - October 7	5.06 (179)
October 8 - October 14	5.24 (185)
October 15 - October 21	5.33 (188)
October 22 - October 28	5.28 (187)
October 29 - November 4	5.23 (185)
November 5 - November 11	5.19 (183)
November 12 - November 18	5.11 (181)
November 19 - November 25	4.85 (171)
November 26 - December 2	4.53 (160)
December 3 - December 9	4.22 (149)
December 10 - December 16	3.91 (138)
December 17 - December 23	3.66 (129)
December 24 - December 31	3.42 (121)

MAY 14 2009

DATE SIGNED

  
 DESIGNATED DIRECTOR UNDER THE ACT



January 13<sup>th</sup>, 2014

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TO: Reeve and Council

FROM: Mat Bonertz, Director of Finance and Administration

SUBJECT: **2014 - 2016 Recycle Depot Operations Agreement Renewal**

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**1. Origin**

The M.D., Town of Pincher Creek and Village of Cowley have an operations agreement with KJ Cameron Service Industries Ltd. for the operations of the recycle depot. The agreement has expired December 31<sup>st</sup>, 2013.

**2. Background/Comment**

The committee met with the operators in early December to discuss a new agreement. The operators asked for a \$7,800.00 (650.00 per month) annual increase, to have the agreement extended through December 31<sup>st</sup>, 2017 (4 year agreement), the option to renegotiate the monthly fee after 2 years and to have the refund ceiling changed from \$70.00 per tonne to \$80.00 per tonne. The M.D.'s share of this increase is \$3,510.00 per year (292.50 per month), the Town's share is \$3,978.00 per year (331.50 per month) and the Village's share is \$312.00 per year (26.00 per month). The Recycle Committee has discussed the increase with the Cameron's and have reached an agreement with the Cameron's that accepts the \$7,800.00 annual increase, agreed to the refund ceiling increase to \$80.00 per tonne, have settled on a three year term with no requirement to review after two years.

The committee had counter offered a lower monthly rate than what was requested, but due to significantly higher labor costs associated with the running of the operation and the continued volatile return on the recycled material collected the depot could not continue operating on a 24/7 basis unless the requested increase was realized. As there had been no increase in the monthly contract for three years the committee felt the increased cost was worth keeping the operation open to the public on a 24/7 basis. The refund received by the committee for 2012 (the latest year) was \$223.19 and so the committee did not see a significant revenue loss by increasing the ceiling rate to \$80.00 per tonne. In 2012 425.13 tonnes of material was recycled at the depot (average sale price of \$71.75 per tonne) and in 2011 the volume was 535.41 tonnes and generated a refund to the municipalities of \$7,064.20 (average sale price of \$113.98 per tonne).

The new agreement has been changed to reflect the negotiated terms and has had a few clauses updated for clarity and grammar.

### 3. Recommendation

That the report from the Director of Finance, dated January 13, 2014, regarding 2014 – 2016 Recycle Depot Operations Agreement Renewal, be received;

And That the M.D. authorize the Reeve and CAO to enter into a three year joint agreement with KJ Cameron Service Industries Ltd., Town of Pincher Creek and Village of Cowley ending in 2016 for the operation of the recycle depot at a combined rate of \$8,000.00 per month and an increase to the refund ceiling to \$80.00 per tonne.

Respectfully Submitted,

Mat Bonertz, Director of Finance and Administration

Reviewed By: Wendy Kay, CAO



Date: January 13<sup>th</sup>, 2014

## **RECYCLE DEPOT OPERATIONS AGREEMENT**

THIS AGREEMENT MADE THIS 1ST DAY OF JANUARY, A.D. 2014.

### **BETWEEN**

***THE TOWN OF PINCHER CREEK, THE MUNICIPAL DISTRICT OF PINCHER CREEK NO.9,  
THE VILLAGE OF COWLEY***

(hereinafter referred to as the "Municipalities")

### **OF THE FIRST PART**

-and-

***K.J. CAMERON SERVICE INDUSTRIES LTD.***

A body corporate of Pincher Creek, Alberta  
(hereinafter referred to as the "Contractor")

### **OF THE SECOND PART**

- WHEREAS:** the Municipalities are desirous of diverting recyclable materials from the Crowsnest Pass/Pincher Creek Landfill, and;
- WHEREAS:** the Contractor has agreed to collect and dispose of recyclable materials for the Municipalities, and;
- NOW THEREFORE:** this Agreement witnesseth that in consideration of the mutual covenants and promises, the Parties hereto agree as follows:

1) Recyclable materials shall include, but are not limited to, the following materials:

- (i) all cardboard, computer paper, magazines, and other recyclable paper products,
- (ii) all plastics, tin cans and other recyclable materials.

2) The Contractor is an independent Contractor for the purpose of this Agreement and shall indemnify and hold harmless the Municipalities from any and all claims of any kind whatsoever in connection with the operation of the recycling centre, the use of the equipment and the sale of the recycled materials.

### **DEFINITIONS**

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

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

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

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

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

## **PART A CONTRACTOR RESPONSIBILITIES**

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

(c) Storage areas,

(d) Bale ties,

5) The Contractor shall provide the labour necessary to service and maintain the equipment identified herein as owned by the Municipalities.

(a) This service and maintenance will be done by the Contractor in accordance with the equipment Manufacturer's specifications,

(b) Documentation of this service schedule will be made available at least annually and/or when requested by Committee members.

6) The Contractor shall obtain authorization from the Committee to proceed with any repairs exceeding \$500.00.

7) The Contractor agrees to operate the Recycling Depot in accordance with Alberta Occupational Health and Safety standards.

## **PART B**

### **RESPONSIBILITIES OF THE MUNICIPALITIES**

#### **Equipment - General**

1) The Municipalities shall provide the Contractor with the following equipment to be used in the operation of the recycling centre:

(a) Cardboard baler (3)

(b) Granulator/conveyor

(c) Bins for recyclable materials drop off (9)

(d) Signage/gates

(e) Forklift

(f) Horizontal baler

2) The Municipalities shall retain ownership of the said equipment in proportion to the funding formula identified in the RECYCLE DEPOT FUNDING AGREEMENT between the Town of Pincher Creek, the Municipal District of Pincher Creek No.9 and the Village of Cowley.

3) Should this Agreement be terminated, possession of the equipment shall be given to the Municipalities in proportion to the funding formula in use at the time of purchase of the equipment.

4) The Contractor shall not, except as hereinafter provided, use the equipment for any purpose other than the recycling of materials from the Residents of the Municipalities.

### **Equipment - Exceptions**

5) If the equipment of the Municipalities is to be used to recycle materials from other jurisdictions, the Contractor shall obtain the written consent of the Municipalities for the use of the equipment in that manner.

(a) The use of the equipment shall be identified in an Agreement between the Parties,

(b) The Contractor shall provide evidence of the weight of recycled materials collected from outside the boundaries of the Municipalities.

### **Equipment - Maintenance and Repair**

6) The costs of parts for maintenance and service; and all costs of repairing the equipment excluding damages to equipment caused by negligent operation shall be the responsibility of the Municipalities who own the equipment.

7) The Municipalities shall share the costs of maintenance and repairs to the equipment they own in proportion to the funding formula outlined in the RECYCLE DEPOT FUNDING AGREEMENT.

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

8) Should it become necessary from time to time to replace capital equipment owned by the Municipalities or to add a piece of equipment to the existing inventory, the Recycle Management Committee shall recommend to the respective Councils of the Municipalities that such expenditures be approved.

9) Upon unanimous approval of the Municipalities, expenditures to replace or add to the capital equipment inventory shall be shared by the Municipalities in proportion to the formula outlined in the RECYCLE DEPOT FUNDING AGREEMENT.

## **PART C FINANCE**

1) The Municipalities shall pay the Contractor **\$8,000.00** per month plus GST.

2) The Contractor shall be responsible for the sale and disposition of recycled materials.

3) The Contractor will refund to the Managing Municipality 30% of all revenues received over \$80.00 per tonne when all recyclables sold for the calendar year have been averaged for the calendar year. Any monies owing will be payable once all the materials for the year have been sold.

4) The Contractor shall provide annually and when requested a report to the Municipalities inclusive of weigh bills and other appropriate documentation as proof of the quantity of material recycled.

**TERMINATION**

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

**TERM**

1) The term of the Contract will be from January 1, 2014 to December 31, 2016 subject to earlier termination as hereinbefore set out.

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

Town of Pincher Creek

Per \_\_\_\_\_  
Mayor

Per \_\_\_\_\_  
C.A.O.

Village of Cowley

Per \_\_\_\_\_  
Mayor

Per \_\_\_\_\_  
C.A.O.

M.D. of Pincher Creek No.9

Per \_\_\_\_\_  
Reeve

Per \_\_\_\_\_  
C.A.O.

K.J. Cameron Service Industries

Per \_\_\_\_\_

Per \_\_\_\_\_

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RECEIVED

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**RECYCLE DEPOT OPERATIONS AGREEMENT**

THIS AGREEMENT MADE THIS 1ST DAY OF JANUARY, A.D. 2011. OF PINCHER CREEK

**BETWEEN**

**THE TOWN OF PINCHER CREEK THE MUNICIPAL DISTRICT OF PINCHER  
CREEK NO.9 THE VILLAGE OF COWLEY**  
(hereinafter referred to as the "Municipalities")

**OF THE FIRST PART**

-and-

**K.J. CAMERON SERVICE INDUSTRIES LTD.**

A body corporate of Pincher Creek, Alberta  
(hereinafter referred to as the "Contractor")

**OF THE SECOND PART**

- WHEREAS:** the Municipalities are desirous of diverting recyclable materials from the Crowsnest Pass/Pincher Creek Landfill, and;
- WHEREAS:** the Contractor has agreed to collect and dispose of recyclable materials for the Municipalities, and;
- NOW THEREFORE:** this Agreement witnesseth that in consideration of the mutual covenants and promises, the Parties hereto agree as follows:

1) Recyclable materials shall include, but are not limited to, the following materials:

- (i) all cardboard, computer paper, magazines, and other recyclable paper products,
- (ii) all milk jugs, glass, plastics, tin cans and other recyclable materials.

2) The Contractor is an independent Contractor for the purpose of this Agreement and shall indemnify and hold harmless the Municipalities from any and all claims of any kind whatsoever in connection with the operation of the recycling centre, the use of the equipment and the sale of the recycled materials.



## **DEFINITIONS**

**Municipalities** -For purposes of this Agreement the "Municipalities" are defined as the TOWN OF PINCHER CREEK, THE MUNICIPAL DISTRICT OF PINCHER CREEK #9 and the VILLAGE OF COWLEY

**Contractor** The CONTACTOR is defined as KJ Cameron Services Industries Ltd., located at 1038 Deer Avenue in Pincher Creek

### **Managing**

**Municipality** -One of The "Municipalities" shall be designated as the "Managing Municipality" for purposes of administering the responsibilities of this Agreement identified in Part E

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

### **Recycling Capital Replacement Reserve**

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

## **PART A**

### **CONTRACTOR RESPONSIBILITIES**

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

(d) The Contractor shall indemnify and hold harmless the Municipalities for any damage caused by the use and operation of the said equipment.

4) The Contractor shall provide the following in connection with the operation of the recycling centre:

(a) Land and building,

(b) Loading dock,

(c) Storage areas,

(d) Bale ties,

5) The Contractor shall provide the labour necessary to service and maintain the equipment identified herein as owned by the Municipalities.

(a) This service and maintenance will be done by the Contractor in accordance with the equipment Manufacturer's specifications,

(b) Documentation of this service schedule will be made available at least annually and/or when requested by Committee members.

6) The Contractor shall obtain authorization from the Committee to proceed with any repairs exceeding \$500.00.

7) The Contractor agrees to operate the Recycling Depot in accordance with Alberta Occupational Health and Safety standards.

## **PART B Responsibilities of the Municipalities**

### **Equipment-General**

1) The Municipalities shall provide the Contractor with the following equipment to be used in the operation of the recycling centre:

(a) Cardboard baler (3)

(b) Granulator/conveyor

(c) Bins for recyclable materials drop off (9)

(d) Signage/gates

(e) Forklift

(f) Horizontal baler

2) The Municipalities shall retain ownership of the said equipment in proportion to the funding formula identified in the RECYCLE DEPOT FUNDING AGREEMENT between the Town of Pincher Creek, the Municipal District of Pincher Creek No.9 and the Village of Cowley.

3) Should this Agreement be terminated, possession of the equipment shall be given to the Municipalities in proportion to the funding formula in use at the time of purchase of the equipment.

4) The Contractor shall not, except as hereinafter provided, use the equipment for any purpose other than the recycling of materials from the Residents of the Municipalities.

### **Exceptions**

5) If the equipment of the Municipalities is to be used to recycle materials from other jurisdictions, the Contractor shall obtain the written consent of the Municipalities for the use of the equipment in that manner.

(a) The use of the equipment shall be identified in an Agreement between the Parties,

(b) The Contractor shall provide evidence of the weight of recycled materials collected from outside the boundaries of the Municipalities.

### **Equipment: Maintenance and Repair**

6) The costs of parts for maintenance and service; and all costs of repairing the equipment excluding damages to equipment caused by negligent operation shall be the responsibility of the Municipalities who own the equipment.

7) The Municipalities shall share the costs of maintenance and repairs to the equipment they own in proportion to the funding formula outlined in the RECYCLE DEPOT FUNDING AGREEMENT.

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

8) Should it become necessary from time to time to replace capital equipment owned by the Municipalities or to add a piece of equipment to the existing inventory, the Recycle Management Committee shall recommend to the respective Councils of the Municipalities that such expenditures be approved.

9) Upon unanimous approval of the Municipalities, expenditures to replace or add to the capital equipment inventory shall be shared by the Municipalities in proportion to the formula outlined in the RECYCLE DEPOT FUNDING AGREEMENT.

**PART C  
FINANCE**

- 1) The Municipalities shall pay the Contractor **\$7,350.00** per month plus GST.
- 2) The Contractor shall be responsible for the sale and disposition of recycled materials.
- 3) The Contractor shall provide a quarterly report to the Municipalities inclusive of weigh bills and other appropriate documentation as proof of the quantity of material recycled.

**TERMINATION**

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


**TERM**

- 1) The term of the Contract will be from January 1, 2011 to December 31, 2013 subject to earlier termination as hereinbefore set out.


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

Town of Pincher Creek

Per   
Mayor

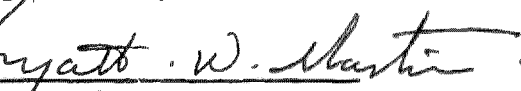
Per   
C.A.O.

M.D. of Pincher Creek No.9

Per   
Reeve

Per   
C.A.O.

Village of Cowley

Per   
Mayor

Per   
C.A.O.

K.J. Cameron Service Industries

Per 

Per \_\_\_\_\_

January 13<sup>th</sup>, 2014

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TO: Reeve and Council

FROM: Mat Bonertz, Director of Finance and Administration

SUBJECT: **Recycle Depot Funding Agreement Renewal**

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### 1. Origin

The M.D., the Town of Pincher Creek and the Village of Cowley jointly contribute to the cost of maintaining the recycle depot located in Pincher Creek. The joint funding agreement established to share the cost has expired on December 31<sup>st</sup>, 2013.

### 2. Background/Comment

The Committee recommends the agreement be renewed for a 3 year period with the M.D. continuing on as the managing partner. The funding allocation was originally based on the percent of overall population and while the official population counts have been updated since then the change to the percentage distribution is minimal and so it was not felt any changes were required to the percentage distribution at this time.

### 3. Recommendation

That the report from the Director of Finance, dated January 13, 2014, regarding Recycle Depot Funding Agreement Renewal, be received;

And that the Municipality authorize the Reeve and CAO to renew the Recycle Depot Funding Agreement with the Town of Pincher Creek and the Village of Cowley for a 3 year period starting January 1<sup>st</sup>, 2014 with the M.D. continuing as the managing partner and the cost distribution remaining the same (45% M.D., 51% Town of Pincher Creek, 4% Village of Cowley).

**Respectfully Submitted,**

Mat Bonertz, Director of Finance and Administration

Reviewed By: Wendy Kay, CAO



Date: January 13<sup>th</sup>, 2014

# **RECYCLE DEPOT FUNDING AGREEMENT**

**THIS AGREEMENT MADE THIS 1st DAY OF January A.D. 2014.**

**BETWEEN**

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

**OF THE FIRST PART**

**&**

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

**OF THE SECOND PART**

**&**

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

**OF THE THIRD PART**

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

**WHEREAS:** the Parties hereto provide for the apportionment of costs in accordance with that Agreement.

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

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

a.	Town	51%
b.	M.D.	45%
c.	Village	4%

- 2) The apportionment of costs shall remain in effect until December 31, 2016.
- 3) The M.D. of Pincher Creek No.9 shall be responsible for payment to K.J. Cameron Services Industries Ltd. and shall bill the other Parties on a 3 month basis for their share of the cost.

## **CAPITAL RESERVES**

1. Each municipality agrees that the establishment of a Recycling Capital Replacement Reserve is an appropriate means of funding future capital purchases. Funds would be drawn from this Reserve as required to replace presently owned **or** to purchase new capital equipment.
2. Funds received from the following sources shall be directed to a Recycling Capital Replacement Reserve by the Managing Municipality.
  - a. Funds received from other jurisdictions for recycling services provided by the Contractor.
  - b. 30% of all sums received by the Contractor (in excess of \$80.00 per tonne) from the sale of recycled materials
  - c. Other sources of recycling revenue as agreed to by the Municipalities and the Contractor.

## **ADMINISTRATION OF THE RECYCLING AGREEMENT**

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

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

1. Providing accounting services for receipts and expenditures associated with managing the terms of the Agreement between the Contractor and the Municipalities.
2. Allocating revenues forwarded by the Contractor.

3. Receipt and payment of invoices forwarded by the Contractor relating to service, maintenance and repair of equipment owned by the Municipalities.
4. Other responsibilities as designated from time to time by the Management Committee and/or the Municipalities.
5. The Managing Municipality shall provide insurance on all municipally owned equipment for fire and theft and invoice costs to each Municipality in accordance with the funding formula.

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

**MANAGEMENT COMMITTEE**

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

The Committee shall:

- a) Meet a minimum of one time per year
- b) approve any repairs to the equipment
- c) elect a Chairperson from the municipal representatives
- d) record and make available to municipal representatives, minutes of the meetings of the Committee

**TERMINATION**

The Agreement may be terminated by any Party without cause upon 365 days written notice, delivered by registered mail to the other Parties.

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

***TOWN OF PINCHER CREEK***

***Per*** \_\_\_\_\_

***Per*** \_\_\_\_\_



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

*Per* \_\_\_\_\_

*Per* \_\_\_\_\_

**VILLAGE OF COWLEY**

*Per* \_\_\_\_\_

*Per* \_\_\_\_\_

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**RECYCLE DEPOT FUNDING AGREEMENT**

**THIS AGREEMENT MADE THIS 1st DAY OF January A.D. 2011.**

**BETWEEN**

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

**OF THE FIRST PART**

**&**

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

**OF THE SECOND PART**

**&**

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

**OF THE THIRD PART**

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

**WHEREAS:** the Parties hereto provide for the apportionment of costs in accordance with that Agreement.

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

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

- |    |         |     |
|----|---------|-----|
| a. | Town    | 51% |
| b. | M.D.    | 45% |
| c. | Village | 4%  |

- 2) The apportionment of costs shall remain in effect until December 31, 2013.
- 3) The M.D. of Pincher Creek No.9 shall be responsible for payment to K.J. Cameron Services Industries Ltd. and shall bill the other Parties on a 3 month basis for their share of the cost.

### **CAPITAL RESERVES**

1. Each municipality agrees that the establishment of a Recycling Capital Replacement Reserve is an appropriate means of funding future capital purchases. Funds would be drawn from this Reserve as required to replace presently owned **or** to purchase new capital equipment.
2. Funds received from the following sources shall be directed to a Recycling Capital Replacement Reserve by the Managing Municipality.
  - a. Funds received from other jurisdictions for recycling services provided by the Contractor.
  - b. 30% of all sums received by the Contractor (in excess of \$70.00 per tonne) from the sale of recycled materials
  - c. Other sources of recycling revenue as agreed to by the Municipalities and the Contractor.

### **ADMINISTRATION OF THE RECYCLING AGREEMENT**

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

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

1. Providing accounting services for receipts and expenditures associated with managing the terms of the Agreement between the Contractor and the Municipalities.
2. Allocating revenues forwarded by the Contractor.

3. Receipt and payment of invoices forwarded by the Contractor relating to service, maintenance and repair of equipment owned by the Municipalities.
4. Other responsibilities as designated from time to time by the Management Committee and/or the Municipalities.
5. The Managing Municipality shall provide insurance on all municipally owned equipment for fire and theft and invoice costs to each Municipality in accordance with the funding formula.

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

**MANAGEMENT COMMITTEE**

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

The Committee shall:

- a) Meet a minimum of one time per year
- b) approve any repairs to the equipment
- c) elect a Chairperson from the municipal representatives
- d) record and make available to municipal representatives, minutes of the meetings of the Committee

**TERMINATION**

The Agreement may be terminated by any Party without cause upon 365 days written notice, delivered by registered mail to the other Parties.

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

**TOWN OF PINCHER CREEK**

Per

  
\_\_\_\_\_

Per

  
\_\_\_\_\_

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

**Per**

Rodney J. [Signature]

**Per**

W. Kay

**VILLAGE OF COWLEY**

**Per**

Mr. Hackler

**Per**

Andy Bernish

January 17<sup>th</sup>, 2014

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TO: Reeve and Council

FROM: Mat Bonertz, Director of Finance and Administration

SUBJECT: Animal Shelter Funding Agreement

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## 1. Origin

The M.D. and the Town of Pincher Creek have had numerous meetings during the previous Council's term regarding the replacement of the animal shelter building located at the Town of Pincher Creek Public Work's yard. The existing building is no longer adequate for serving the community's needs. It is basically a structure that has been pieced together over the years with buildings that were originally intended for other purposes. In conjunction with the local Pincher Creek Humane Society/SPCA organization (the current operators of the facility) the decision was made to proceed with the planning for a new animal shelter facility.

## 2. Background/Comment

Since 2012 the M.D. has been allocating \$50,000.00 annually to reserves for the purpose of contributing to a new animal shelter facility. Including 2014 \$150,000.00 has been allocated. In 2013 an agreement was reached between the local Pincher Creek Humane Society/SPCA and the Town of Pincher Creek to allow the construction of a new facility at the current site. An operations agreement is being worked on with the Pincher Creek Humane Society/SPCA that will stipulate the facility would revert back to the Town and M.D. in the event the local Pincher Creek Humane Society/SPCA can no longer continue to operate. The Town has been designated as the managing partner for the construction.

The anticipated construction cost of the new facility is \$450,000.00. Engineers are in the process of drafting the tender documents now and it has been agreed consent will be required from both the Town and M.D. before any contract is signed. It has been made clear that the building must come in on budget as no further funds are available.

Attached is a funding agreement that specifies the financial commitment from each party. Specifically the breakdown is \$150,000.00 from the M.D., \$150,000.00 from the Town, \$25,000.00 from the local Pincher Creek Humane Society/SPCA and a Community Facility Enhancement Grant has been received for \$125,000.00 totaling \$450,000.00.

### 3. Recommendation

That the report from the Director of Finance, dated January 17, 2014, regarding Animal Shelter Funding Agreement, be received;

And that the Municipality authorize the Reeve and CAO to sign the Animal Shelter Funding Agreement with the Town of Pincher Creek and the Pincher Creek Humane Society (SPCA) specifying a contribution from the M.D. of \$150,000.00, from the Town of \$150,000.00, from the Humane Society of \$25,000.00 and a Community Facility Enhancement Grant of \$125,000.00;

And that The M.D. limit the extent of its financial contribution to the new animal shelter facility to \$150,000.00;

And further that the M.D. advance the \$150,000.00 contribution to the Town of Pincher Creek for allocation towards the new animal shelter during its construction.

**Respectfully Submitted,**

Mat Bonertz, Director of Finance and Administration

Reviewed By: Wendy Kay, CAO



Date: January 20<sup>th</sup>, 2014

**THIS AGREEMENT** made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2014 A.D.

**BETWEEN:**

**THE MUNICIPALITY OF  
TOWN OF PINCHER CREEK**  
Of Box 159  
Pincher Creek, Alberta T0K 1W0  
(Hereinafter called the "TOWN")

**OF THE FIRST PART**

**-and-**

**THE MUNICIPALITY OF  
MUNICIPAL DISTRICT OF PINCHER CREEK NO.9**  
Of Box 279  
Pincher Creek, Alberta T0K 1W0  
(Hereinafter called the "MD OF PINCHER CREEK")

**OF THE SECOND PART**

**-and-**

**PINCHER CREEK HUMANE SOCIETY / SPCA**  
Of Box 2647  
Pincher Creek, Alberta T0K 1W0  
(Hereinafter called the "HUMANE SOCIETY")

**OF THE THIRD PART**

**WHEREAS** the Town, MD of Pincher Creek and the Humane Society recognize that a new animal holding facility/office for the Humane Society is needed.

**AND WHEREAS** the Town is the registered owner of the following legally described lands more particularly as follows:

Portion of Plan 1877JK, Block 7, Lot 2 and  
Portion of Plan 8310308, Block 7, Lot 4  
Excepting thereout all mines and minerals  
And the right to work the same  
As show in the attached Schedule "A"  
(Hereinafter called "The Leased Lands")

**AND WHEREAS** the Leased Lands have been dedicated to the Humane Society for its exclusive use for the purpose of an animal shelter by the Town.



**AND WHEREAS** the Town, MD of Pincher Creek and the Humane Society have each agreed to make a capital financial contribution.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and promises, the parties hereto agree as follows:

1. The Preamble shall form part of this agreement.
2. Be it agreed that the following capital contributions are being made as outlined below, and will be held and dispersed by the Town for all construction costs associated with the new humane society facility on the leased lands.

<b>TOWN OF PINCHER CREEK</b>	<b>\$150,000.00</b>
<b>MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9</b>	<b>\$150,000.00</b>
<b>PINCHER CREEK HUMANE SOCIETY/SPCA</b>	<b>\$ 25,000.00</b>
<b>COMMUNITY FACILITY ENHANCEMENT PROGRAM</b>	<b>\$125,000.00</b>

**IN WITNESS WHEREOF** the parties have executed this agreement effective the date written above.

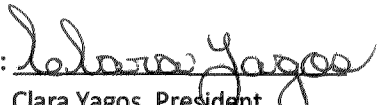
**Town of Pincher Creek**

**Municipal District of Pincher Creek No.9**

**Pincher Creek Humane Society/SPCA**

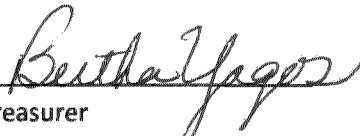
Per: \_\_\_\_\_  
Don Anderberg, Mayor

Per: \_\_\_\_\_  
Brian Hammond, Reeve

Per:   
Clara Yagos, President

Per: \_\_\_\_\_  
Laurie Wilgosh, CAO

Per: \_\_\_\_\_  
Wendy Kay, CAO

Per:   
Treasurer

(Seal)

(Seal)

(Seal)

**Schedule "A"**

**Pincher Creek Humane Society / SPCA**

Site: 1086 Kettle Street – Estimated Location

75' X 200' = 15,000 sq.ft.



**PINCHER CREEK HUMANE SOCIETY/SPCA**

P.O. Box 2647, Pincher Creek, Alberta T0K 1W0

Telephone: (403) 627-5191

Fax: (403) 627-1406

Email: [pchs@toughcountry.net](mailto:pchs@toughcountry.net)

Website: [www.pinchercreekhumanesociety.org](http://www.pinchercreekhumanesociety.org)

*Respect & Care for All Animals.*

January 6, 2014

Municipal District of Pincher Creek

P.O. Box 279

Pincher Creek, Alberta T0K 1W0

Attention: Reeve and Council

Attached is the proposed Capital Funding Agreement between the Pincher Creek Humane Society/SPCA, the Town of Pincher Creek and the Municipal District of Pincher Creek.

With the signing of this agreement and the transfer of funds, we can proceed with the necessary arrangements for the construction of the new facility.

Your contributions to making the building of this new facility a reality are greatly appreciated. The Board of Directors and staff of the Pincher Creek Humane Society/SPCA want to thank you for helping us help the dogs and cats who need care and good homes.

If you have any questions, please contact me.

Sincerely,



Clara Yagos, President

Board of Directors, Pincher Creek Humane Society/SPCA

# CHIEF ADMINISTRATIVE OFFICER'S REPORT

E4a

January 10, 2014 to January 23, 2014

## DISCUSSION

- January 14, 2014 Policy and Plans
- January 14, 2014 Public Hearing
- January 14, 2014 Regular Council
- January 17, 2014 Foothills Little Bow
- January 20, 2014 Strategic Planning
- January 21, 2014 Strategic Planning
- January 21, 2014 Joint Council
- January 23, 2014 Emergency Services

## UPCOMING:

- January 28, 2014 Policies and Plans
- January 28, 2014 Regular Council
- February 4, 2014 Castle Mountain Area Structure Plan
- February 4, 2014 Subdivision Authority
- February 4, 2014 Municipal Planning Commission
- February 5, 2014 Alberta Health
- February 11, 2014 Policies and Plans
- February 11, 2014 Regular Council
- February 12/13, 2014 Brownlee Seminar – Calgary

## OTHER

- New Administration Building – Filing System/Furniture etc.

## RECOMMENDATION:

That Council receive for information, the Chief Administrative Officer's report for the period of January 10, 2014 to January 23, 2014.

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Prepared by: CAO, Wendy Kay Date: January 23, 2014

Presented to: Council Date: January 28, 2014

Rec'd F1a  
Jan. 8/14

January 6, 2014

Agriculture Service Board  
M.D. of Pincher Creek #9

To whom it may concern;

Attached please find a proposal from the Pincher Seed Cleaning Co-op for the purchase of a Color Sorter. We are proposing that the MD of Pincher Creek #9 aide in the purchase of an Optical Color Sorter, as outlined in the following documentation.

I would like to thank you in advance for taking the time to consider our application for funding for the future advancement of agriculture in our municipality.

If you have any further questions or concerns on this issue please feel free to contact Kevin Schmaltz (403-627-5010) or Gordon Leskosky (403-628-3782).

Sincerely

Gordon Leskosky  
Acting Chairman

Pincher Seed Cleaning Co-op  
Color Sortor  
Business Proposal

The Pincher Creek Seed Plant has investigated & discussed the future of the Seed Plant in great length. As times are changing, as well as varieties, farming practices, weed control & disease, we find ourselves falling behind to accommodate our members. This is why our members have brought to our attention a proactive approach to upscale our machinery / building to take us in to the future. We feel that if we do not move forward in this direction our local seed plant will be forced to down size to a point of closure as many other smaller plants have and continue to do so.

The Pincher Seed Cleaning Plant board of director's have done a fine job over the last 25 years directing the issues at hand. That said they have been operating under the requirements of the Co-op act as they were instructed to. In today's world, as you well know, this mentality no longer applies. We are changing gears and looking into the future to run this operation as a successful, profitable business in hopes to have funds available to rebuild without assistance. Our first proactive discussion was to increase prices to accommodate staff requirements. The second proactive move is to increase volume.

The Pincher Seed Cleaning Co-op held there annual meeting in Nov of 2013. At that meeting it was voted on by the membership to go forward and install a color sortor and necessary modification to make it operable. Also to ask the membership for a donation of \$1.00 per

seeded acre. Both motions were passed. The seed plant since that meeting have looked at many avenues plus brought on board a building committee to research detailed information for various options. It was presented to the Seed Plant directors on Jan 2, 2014. After much discussion the board voted to go forward with the project.

At that time there was a motion to request financial assistance from the Agriculture Service board / MD of Pincher Creek for a sum of \$200,000.00. It was passed.

At this time the Pincher Creek Seed Cleaning Co-op is asking the Agriculture Service board / MD of Pincher Creek for financial assistance for the sum of \$200,000.00.

## Financial Budget

Sortex Z+4BL Optical Sort...\$243,213 US Funds	
Approx. 8% exchange rate .....	\$262,670.00
Freight from Saskatoon.....	\$    800.00
CSA inspection.....	\$    550.00
IR Ingersoll Rand Rotary Screw Compressor & Modular Desiccant Dryer.....	\$ 19,950.00
Freight from Saskatoon.....	\$    500.00
Hanks Feedmill Services .....	\$ 114,455.00
Upgrade building to remove Air / Screen in the Future for replacement.....	\$ 19,950.00
Gee's Electric (estimate) .....	\$ 20,000.00
Portable bathroom .....	\$    400.00
TOTAL PROJECT COSTS .....	\$ 439,275.00
GST .....	\$ 21,963.75
	-----
TOTAL COSTS	\$ 461,238.00
	=====

Note: 25% deposit required upon order  
65% upon shipment from England  
10% 45 days from invoice date



PINCHER CREEK SEED CLEANING CO-OP  
FINANCIAL STATEMENT

DEC 31, 2013

INVESTMENTS	\$247,770.00
CHEQUE ACCOUNT	\$ 3,440.00
MEMBERSHIP COMMITMENT	\$ 82,652.00
TOTAL	\$333,862.00

FINANCIAL ALLOCATION

MEMBERSHIP COMMITMENT	\$ 82,652.00
SEED PLANT COMMITMENT	\$150,000.00
REQUESTED FUNDING MD OF PINCHER CREEK	\$200,000.00
TOTAL	\$432,652.00

The Pincher Seed Cleaning Co-op will Finance the Shortfall.

# MD OF PINCHER CREEK

January 17<sup>th</sup>, 2014

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TO: Reeve and Council  
FROM: Mat Bonertz, Director of Finance and Administration  
SUBJECT: Pincher Seed Co-op Funding Options

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## 1. Origin

The Pincher Seed Cleaning Co-op appeared before Council at the January 14<sup>th</sup> Council Meeting as a delegation requesting funding support for upgrades to the existing plant to facilitate a color sorter for cleaning seeds.

## 2. Background/Comment

A request was made for a contribution of \$200,000.00 toward the purchase and installation of a color sorter. No allowance was made in the 2014 budget for this project and there has been no specific funding allocated to a reserve for this project. In order for Council to make a contribution to this project a source of funds should be identified so that the M.D. remains in a balanced or surplus position at yearend. In order to assist Council in determining a source of funds the following suggestions have been identified by administration:

1. Transfer the revenue from the Mill Rate Stabilization Reserve (current balance of \$1,283,970.86). Funds have previously been allocated to this reserve to help offset future budget shortfalls caused by special onetime revenue requirements thus reducing the necessity of abnormal mill rate increases.
2. This project would probably qualify for MSI Capital Grant funding and possibly even New Deal Gas Tax Grant funding. Applications must be made to either grant for acceptance before we can be assured the funding is secured. This typically takes 3 to 6 months to complete.
3. Defer the payment to the Seed Cleaning Co-op until 2015 so that it could be included in the 2015 budget.
4. Just advance the funds to the Seed Cleaning Co-op requiring repayment over 2 to 3 year time frame thus allowing a Receivable to be set up which would have no effect on our current or future year's surplus.

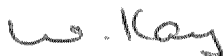
## 3. Recommendation

That Council accept the report as information.

**Respectfully Submitted,**

Mat Bonertz, Director of Finance and Administration

Reviewed By: Wendy Kay, CAO



Date: January 20<sup>th</sup>, 2014

## MD OF PINCHER CREEK

JANUARY 20, 2014

---

**TO:** Wendy Kay, Chief Administrative Officer  
**FROM:** Leo Reedyk, Director of Operations  
**SUBJECT:** Pincher Creek Seed Cleaning Plant Color Sorter Request for Funds

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### 1. Origin

At their January 8, 2014 Council Meeting a Delegation from the Pincher Creek Seed Cleaning Plant Coop attended to inform Council of their request for funds. The Delegation provided information (attached) to Council on the project. A similar Delegation presented their request to the Agricultural Service Board. The Original intent was to present to the Agricultural Service Board prior to the presentation to Council but the meeting dates precluded that from happening.

### 2. Background:

The Pincher Creek Seed Cleaning Plant Coop has been looking at installing a color sorter in the plant for the last two years. They have looked at various color sorters and at a number of seed cleaning plants that have installed color sorters to develop their financial model.

The summer of 2013 was a wet summer that resulted in a lot of ergot in grain. This has resulted in an opportunity for cleaning grain that may have not otherwise been cleaned. At their November 12, 2013 Annual General and subsequent meetings (minutes attached) The Pincher Creek Seed Cleaning Plant Board has looked further into installing a color sorter.

The Pincher Creek Seed Cleaning Plant Coop Board presentation to Council and the Agricultural Service Board is a proposal on how to finance the installation of a color sorter. The Pincher Creek Seed Cleaning Plant Coop Board is requesting Council provide \$200,000.00 toward the color sorter project.

The Agricultural Service Board discussion following the presentation by the delegation resulted in the following comments being recorded;

The Agricultural Service Board recommends to Council that Council contribute to the purchase of the new color sorter for the Pincher Creek Seed Cleaning Plant Coop for the following reasons;

- Assisting with the color sorter project contributes to the long term viability of the Coop;

The Pincher Creek Seed Cleaning Plant Coop;

- Provides a service to existing members and the community;
- Reduces viable weed seeds that would be planted within the Municipality;
- Contributes to disease control for cropland within the Municipality;
- Members have provided significant monetary contributions to the project of over (\$82,000) to date;
- Has received an excellent inspection report from Provincial Inspectors for the current year.

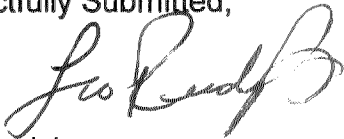
Options for funding the Color Sorter Project are provided in a separate briefing note from the Director of Finance.

**3. Recommendation:**

THAT the report from the Director of Operations, dated January 20, 2014 regarding the Pincher Creek Seed Cleaning Plant Color Sorter Request for Funds be received;

AND THAT Council direct Administration how to respond to the Pincher Creek Seed Cleaning Plant Coop.

Respectfully Submitted,



Leo Reedyk

Attachments

Reviewed by: Wendy Kay, Chief Administrative Officer

Date: January 23, 2014



January 6, 2014

Agriculture Service Board  
M.D. of Pincher Creek #9

To whom it may concern;

Attached please find a proposal from the Pincher Seed Cleaning Co-op for the purchase of a Color Sortor. We are proposing that the MD of Pincher Creek #9 aide in the purchase of an Optical Color Sortor, as outlined in the following documentation.

I would like to thank you in advance for taking the time to consider our application for funding for the future advancement of agriculture in our municipality.

If you have any further questions or concerns on this issue please feel free to contact Kevin Schmaltz (403-627-5010) or Gordon Leskosky (403-628-3782).

Sincerely

Gordon Leskosky  
Acting Chairman

Pincher Seed Cleaning Co-op  
Color Sortor  
Business Proposal

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At that time there was a motion to request financial assistance from the Agriculture Service board / MD of Pincher Creek for a sum of \$200,000.00. It was passed.

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PINCHER CREEK SEED CLEANING CO-OP  
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REQUESTED FUNDING MD OF PINCHER CREEK	\$200,000.00
TOTAL	\$432,652.00

The Pincher Seed Cleaning Co-op will Finance the Shortfall.

**Pincher Creek Seed Plant Annual Meeting**

**Nov. 12, 2013**

Leonard M called the meeting to order at 7:05pm.

Present: Kevin S, Leonard M, Gordon L, Martin P, Mike D, Patrick H

The minutes from Nov. 13, 2012 were read by Martin P. Mike D moves accept the minutes as presented, Don Taylor seconded. Carried.

Kevin S gave a cleaning report as of June 30/2013.

Financial Statement (June 30, 2013):

Cheque: \$21 614.86

Savings: \$5 104.62

Investments: \$243 881.58

Total Payables: \$8143.11

Total Grain Cleaned in month: 5487

Total Grain cleaned to date: 317 155

Leonard M commented to crowd on why we have higher costs and the MD would not help with payroll. Discussion on computer program and Debbie Zeller costs. Asked about future repairs and cost estimates. Asked about second man and if necessary. Board commented on purchased seed, ie canola & wheat: bushels down because of this.

Appoint Auditor:

Gordon L moves to appoint Lawsin Accounting. Patrick H seconded. Carried.

Seed Association Director commented on dues will be up, 3 plants closed, there is 69 association plants, insurance, fees, inspections. Comments on a color sorter. Fusarium in south area, fusarium test bylaw pest act change. AGM coming up Jan 15-17.

Discussion on Color Sorter:

Kevin S comment on pricing to members.

\$243 000 US – machine

\$ 27 000 - air compressor

\$114 485 – installation cost

\$20 000 – electrical hook up

\$425 000-\$450 000 – turn key

11x12 machine room

7-8 weeks for machine to arrive

Commented on extra bushels. The negative: more labour for more bushels, time, wear out machines. Some plants already running 24hrs/day. Clean grain for seeding or clean grain for marketing. Cost of running machine, electrical. A possible \$0.20 power energy, ie heat. How do we fund this? Members can contribute \$2300 for a share towards this. Possible MD contribution questionable. Members to make decision on way or which way to proceed. Other products – can

be done better? What will the members do if we don't install a machine? Mobile, color sorter machine – is there any out there? Discussion on where ergot comes from.

Roy Reed makes a motion that PC Seed Plant proceed with purchase of a color sorter and installation. Ron Conran seconded. Carried.

Discussion on funding for a machine. \$1.00 per acre possible. Check for funding – AFSC, MD, Farm Credit, Banks. Set up a committee.

Brent M. moves that we send every active member a letter asking for \$1.00 per acre for every seeded acre on intentions to by a color sorter. Rocky R. Seconded. Carried.

Roy Reed and family volunteered to send out the letters to members.

Election of Officers:

Leonard M, Dallas M up for election.

Patrick H chaired nominations.

Gordon L. nominates Leonard M.

Sheldon L. nominates Rocky R. Declined.

Mike D nominates Dallas M.

Eileen M nominates Sheldon L. Declined.

Brent M. nominates Marvin Gross.

Carried.

Gordon L. commented on being a retired farmer, is he still doing this in your best interest. Comment that he was a farmer and knows what he is doing.

Gordon L. adjourned the meeting.

**Pincher Creek Seed Cleaning Regular Meeting**

**Nov 19, 2013**

Present: Mike Dase, Susan Vogalaar, Leonard Gross, Don Taylor, Marvin Gross, Patrick Hochstien/Connie, Gordon Leskosky, Leonard McGlynn, Martin Puch, Kevin Schmaltz

Patrick H moves to accept the minutes as presented. Gordon L seconded. Carried.

Discussion on graffiti: \$4000.00 estimate, \$1000.00 deductible. Leave as is.

Financial Statement: as of Oct 31 statement

Cheque:        \$-26371.18  
Savings:       \$123.77  
Investments:   \$247 770.15  
Receivables:   \$15 894.11  
Total Payables:\$12 392.74

Total Grain Cleaned (this month): 55 832

Total Grain Cleaned (to date):   65 086

Mike D moves to accept, Patrick H seconded. Carried.

Election of Officers:

Chairman: Mike nominated Leonard. Gordon seconded

Vice chairman: Martin nominated Gordon. Patrick Seconded.

Secretary: Mike nominated Martin. Gordon seconded.

Carried.

Project on Color Sorter:

Committee: Roy/Dini Reed, Don Taylor, Leonard/Kevin.

Don looked into information on machines.

Has several quotes on color machines.

Kevin quote \$243 000US Canseed VistaSort, Flaman \$125 000 Bullzar (Sortex) Great Falls

Screw compressor air system. Compression & Heat issue

600 Bu per hour capacity. Insured acres 100 119. Financing options. Costs

Building issues. Where & how to proceed cost share/farmer/seed plant/MD

Building Committee to come up with a recommendation Plan A or Plan B

Once we decide then we submit to AG service board. All numbers/quotes/other info.

Susan to reply with proper method to proceed to MD council.

Leonard to go to convention.

Director Supper?

Next meeting Jan 2. 7:30

Gordon L adjourned the meeting.

Pincher Seed Cleaning Plant Meeting January 2, 2014.

MD meeting room.

Present. Leonard McGlynn, Mike Dase, Marvin Gross, Patrick Hochstien, Dallas McGlynn, Gordon Leskosky.

Building committee, Kevin Schmaltz, Don Taylor, Roy, Daine Reed, Mike Gross.

Leonard called the meeting to order at 1.05pm

Leonard asked Dallas to take the minutes in Martins absence.

Adgenda was distributed

No previous minutes available

Financial statement was presented and given by Kevin, discussion about the moneys collected in the amount of 74,652.00. building committee expects about another 8000.00 to come in.

Don made a presentation of updates to the report that wassent out to the board, concerns to omissions in color sorter specifications.

Gordon L, moves seconded by Mike D, Made a motion to accept the report with the updates as presented.

Discussion about the different machines, capabilities, capacities, company service provided, track record and cost.

2.35pm we excused Roy, Diane, Don, Mike.

After much discussion with the board members and Kevin, Gordon L. seconded by Mike D made a motion to buy the Buhler Sortex Z+4BL for the sum of 243,000.00US, as per quote, and air compressor unit , for the sum of 20,000.00 Canadian. All in favor ,no one opposed, motion carried.

Patrick moved Marvin second , that we get an updated quote and hire Hanks feedmill services to do the construction of the necessary upgrades to the building for the project.

Gordon moved Dallas second that we hire Gees Electric to do the necessary upgrades.

Mike D, moved Gordon L, second that we ask the MD for 200,000.00 Dollars, towards our color sorter project.

Leonard and Kevin are going to put together statements for the purpose of bank loans and presentations to the MD.

Patrick moves adjourn. 4.10pm.

Pincher Seed Plant. Special Meeting. Jan.6/2014, MD Office.

Present, Gordon L. Mike D. Patrick H. Martin P. Kevin S. Susan V.

Minutes from Jan 2 meeting were read. Mike moves , Susan second , carried.

Discussion on minutes, mainly member funds towards color sorter project.

Discussion on the resignation of Chairman Leonard McGlynn. Also the possibility of Bob Reed to come on the board for Leonard.

Discussion on the letter to the MD for request of funds. Kevin and Kelly did a great job on the letter and budget proposal. This is the document that we will present to the ag service board ad MD council with the changes in wording.

Martin moves that Gordon and Kevin present the Color sorter business proposal to the ag service board at their next meeting on Jan, 15/2014, at 9.45am in the MdOffice.

Then Kevin and Gordon present the color sorter business proposal to the MD council at their next meeting Jan 14/2014, at 1.00pm . Mike second carried.

Mike asks that we send 2 board members to the Credit union to request fund for the color sorter project, Gordon/Martin, and Kevin to go, also check with other financial institutions/ FCC. Susan second, carried.

Annual inspection, Dave Bishop zone representative and Leonard Came out The plant received a rating of 99 Percent . This is due to the fact that Kevin/Bud worked hard on washing and vacuuming walls and rooms and general repairs as necessary, we are the cleanest plant in Southern Alberta/ Alberta period.

Thanks Kevin and Bud.

Discussion on chairman duties.

Kevin has been employed at the plant as of January 2 2014 for 25 years, Thanks Kevin.

Kevin commented on Convention and cost.

Adjourn Mike D.



# GRUMPY'S LANDSCAPING LTD.

LANDSCAPE CONSTRUCTION AND RECLAMATION

Box 2488, Pincher Creek, AB. T0K 1W0 Phone (403) 627-4589 Fax (403) 627-2909

*Council  
Corresp-Action*

F1b

MD of Pincher Creek  
Box 279  
Pincher Creek, AB  
TOK 1W0

**Attn: Gary Marchuk, Division 3 Councillor**

Dear Mr. Marchuk:

**Re: High Speed Internet Services  
Located at NW1/4 35-5-2-5**

**RECEIVED**

**JAN 22 2014**

**M.D. OF PINCHER CREEK**

In desperation, we write this letter in hopes that the MD of Pincher Creek will be able to help us find a solution to internet services in our area or provide us with direction in this frustrating matter.

Thirty years ago when we began our garden business, we never expected that Grumpy's Landscaping Ltd., (Grumpy's) would grow to its present size and employ as many people as we do. During this time, technology has developed even quicker and requires the business world to keep abreast with the latest technology. The landscaping and reclamation divisions of Grumpy's pride itself with being on the cutting edge of industry which requires high-tech computer programs and internet services.

We have spent countless hours researching and talking with providers to find another source of faster internet but with no success. Unfortunately, Xplornet is the only internet service provider available in our area and we have been informed that we are on the highest package available but it still is not enough for the programs we need to continually download to stay in this competitive business.

Grumpy's is asking if there is anything that the MD of Pincher Creek is able to help with to bring high speed service into our area.

Respectfully submitted,

Debbie Everts  
Grumpy's Landscaping Ltd.  
Pincher Creek, AB TOK 1W0

office 403 627-4589  
fax 403 627-2909  
cell 403 627-6634  
email [grumpys@telusplanet.net](mailto:grumpys@telusplanet.net)

**Leo Reedyk**

---

**From:** Leo Reedyk  
**Sent:** Thursday, January 16, 2014 7:27 AM  
**To:** Desiree Ruijgrok (EXC)  
**Subject:** RE: Municipal Recovery Toolkit - Reminder  
**Attachments:** Municipal Recovery Action Plan.docx

Good day Desiree. Attached is the Municipal Flood Recovery Action Plan for the Municipal District of Pincher Creek. We have relied on the template for significant portions of the plan and have inserted specifics where necessary.

I will be providing this document to Council for their information at their January 28, 2014 meeting. If anything changes, I will get back to you.

Sincerely,

L.J. (Leo) Reedyk, A.A.E.  
Director of Operations  
MD of Pincher Creek No. 9

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. Attachment to this e-mail may contain viruses that could damage your computer system. Whilst we take reasonable precautions to minimize this risk, we do not accept liability for any damage which may result from software viruses. You should carry out your own virus checks prior to opening any attachment. Please note that errors can occur in electronically transmitted materials. We do not accept liability for any such errors. If verification is required please ask for a hard copy.

---

**From:** Desiree Ruijgrok (EXC) [mailto:Desiree.Ruijgrok2@gov.ab.ca]  
**Sent:** Monday, January 13, 2014 10:59 AM  
**To:** Leo Reedyk  
**Subject:** RE: Municipal Recovery Toolkit - Reminder

Hello Leo,  
I hope this new year will be good to you, your family and your community.

I'm sending you this reminder as we have not yet received the Municipal Recovery Action Plan from the MD of Pincher Creek.

Please send it to me as soon as possible and feel free to contact me with any questions or concerns you have.

Thanks so much.

Desirée

---

**From:** Desiree Ruijgrok (EXC)  
**Sent:** Wednesday, December 04, 2013 1:41 PM  
**To:** 'LeoReedyk@mdpincercreek.ab.ca'  
**Subject:** RE: Municipal Recovery Toolkit - Reminder



Hi Leo,

Your office mentioned you are out of the office this week, so I'm sending you this email as a reminder. Please send your Municipal Recovery Action Plan to me as soon as possible as the deadline (Nov30) has passed.

The provided toolkit and template are a source of information to you. It is not mandatory to use the template, but it is mandatory to submit a Recovery Plan for your community. If you already have recovery included in your current Municipal Emergency Plan, please submit that and provide a list of your DRP and FREC projects with their (estimated) completion dates as those show the recovery from the floods of this year.

Feel free to contact me if you have questions or concerns.  
Thank you,

Desirée Ruijgrok  
*Recovery Coordinator*

*Alberta Flood Recovery Task Force  
Government of Alberta  
C: 587-987-2387  
E: [desiree.ruijgrok2@gov.ab.ca](mailto:desiree.ruijgrok2@gov.ab.ca)*

---

**From:** Desiree Ruijgrok (EXC)  
**Sent:** Thursday, October 31, 2013 11:24 AM  
**To:** 'LeoReedyk@mdpincercreek.ab.ca'  
**Cc:** Christopher Leptich  
**Subject:** Municipal Recovery Toolkit and Winterization information

Hello Leo,

Thank you for taking the time to talk to me last week in re-assessing your community. Please find below the 2 items that I want to inform you about at this moment.

#### **Municipal Recovery Toolkit**

Please find attached the Municipal Recovery Toolkit. A Municipal Recovery Action Plan is a document that is intended to guide recovery efforts and help target resources where they will be most valuable. It describes what the current state and desired future states of recovery looks like for your community and identify how to get to that future state. The toolkit also consolidates and communicates various resources available to municipalities for long-term planning and is focused on the Intermediate Recovery and Long-Term Recovery phases. The toolkit can also be found on the website <http://www.gov.ab.ca/Rebuilding-After-Flood.cfm> under Community Recovery Toolkit.

If you already have a Recovery Action Plan for your community, please ensure that it covers the 4 pillars of the Recovery Framework (people, reconstruction, environment, and economy). On the phone last week you mentioned that your community had a debrief meeting, which, of course, can provide information that can be included in this toolkit.

The deadline for completion of this Municipal Recovery Action Plan is set for 30 November 2013.

#### **Winterization Alert information**

Also attached some winterization alert information that can be of assistance to you to inform flood impacted residents in your municipality of the potential risks of cold weather on homes that are not winterized. Feel free to use attached messaging, which has been made available by the City of Calgary after they launched it last week. The document has highlights were revisions need to be made for use in your community.

If you have any questions, concerns or if you prefer to set up a face-to-face meeting with me to discuss the toolkit, please do not hesitate to contact me.

I will be your main point of contact moving forward should you have any questions or concerns related to the flood and the recovery.

Best Regards,

Desirée Ruijgrok  
*Recovery Coordinator*

*Alberta Flood Recovery Task Force*  
*Government of Alberta*  
C: 587-987-2387  
E: [desiree.ruijgrok2@gov.ab.ca](mailto:desiree.ruijgrok2@gov.ab.ca)

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.

**Municipal District  
of  
Pincher Creek No. 9**

**Municipal Flood Recovery Action Plan**

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## BACKGROUND

### *The Impact*

The Municipal District of Pincher Creek No.9 is situated along the continental divide between Waterton National Park, the Municipality of Crowsnest Pass and Municipal District of Ranchland. The Municipality is the headwaters for the Castle River and contains the Oldman River Dam and Reservoir. The flash flooding that has occurred has caused significant stream bank and riparian area erosion.

## INTRODUCTION

A municipal Recovery Action Plan recognizes the need to swiftly rebuild flood-affected areas while continuing to pursue the municipalities' strategic goals. A recovery plan is intended to guide recovery efforts and help target resources where they will be most valuable and impactful for the remainder of this fiscal year and beyond. The Municipal Flood Recovery Plan will also influence the development of future Municipal Strategic Plans and other related government documents that are part of the annual business planning cycle.

Using the building blocks described in the Provincial Recovery Framework <http://alberta.ca/albertacode/images/Flood-Recovery-Framework.pdf> released in July 2013, the Flood Recovery Plan provides more detail to government departments and stakeholders as to how the Municipal District of Pincher Creek No. 9 intends to achieve the outcomes described in the framework. This detail includes the key milestones for this fiscal year (to March 31, 2014) and beyond. The strategic guidance is intended to enable continued alignment of efforts and provide clarity for longer-term planning, particularly for municipal departments.

## VISION AND PRINCIPLES

### *Flood Recovery Vision*

"Honour Albertans by supporting the social, environmental and economic recovery of the province and its communities, industries and families in order to provide a healthy and resilient Alberta for current and future generations"

### *Principles*

"Regional Focus, Resident Focus, Sustainability, Service Hub, Timely, Fairness, Preserve Culture, Preserve Vision, Resiliency and Model. "

### *Flood Recovery Goals*

- Ensure affected communities have the information necessary to support their residents and recovery efforts.
- Connect affected communities and people with appropriate funding and recovery supports to enable them to recover from the floods.

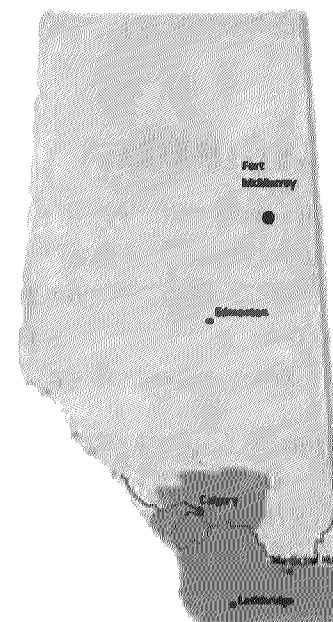


Figure 1: Impacted Flood Region

- Initiate processes through statutory and regulatory requirements- or other avenues- to ensure effective flood hazard mitigation and response strategies are in place to protect existing and future public/private infrastructure against potential damage from future events.
- Revitalize the economies of flood-impacted regions.
- Rebuild municipal infrastructure, transportation and recreation facilities.

## **STAKEHOLDERS**

Successful long-term recovery will depend on all stakeholders and every level of government working collaboratively. The municipality interacts with a broad range of stakeholders on a regular basis. These include the federal and provincial governments, community not-for-profit sector, businesses and industry groups, education and training providers, social service providers, children, students, their families, and individuals. This section should describe the recovery roles and responsibilities of the outlined stakeholders.

These stakeholders and the municipality perform three main functions together.

1. Encourage, support and coordinate contributions for the recovery efforts.
2. Gather, track and coordinate cross-ministry and cross-municipality issues.
3. Recommend possible responses.

Engagement needs to be collaborative and supportive; enabling ministries and communities to take ownership as they move from “emergency response” to recovery.

### ***Individuals and Families***

The individuals and families in the region have begun the steps to recovery by returning to their homes or seeking temporary housing. They have returned to their employment, placed children back in school, begun the process of working with insurance companies and are seeking information on the process of rebuilding.

### ***Local Governments***

The Municipal District of Pincher Creek No. 9 is responsible for leading and planning the recovery within the Municipal District. The Town of Pincher Creek and the Village of Cowley are responsible for their respective communities. They have also committed to working together as a joint council to achieve long-term recovery for the region.

### ***Businesses***

Local businesses have reopened in the Municipal District and are providing goods and services to residents. Businesses damaged or lost in the floods are working with insurance companies, seeking financial assistance through Agriculture Financial Services Corporation (AFSC) loans or their local banks, and seeking business advice in order to re-establish their presence within the community.

### ***Non Government Organizations (NGO)***

The Alberta NGO Council has actively participated in flood response and recovery and has been supporting affected communities since the beginning of the disaster. They continue to play a key role in supporting their communities using non-profit/volunteer agencies.

## ***Red Cross***

The Red Cross was contracted by the Government of Alberta to work with municipal and provincial governments since the beginning of the disaster. Red Cross and Alberta Municipal Affairs continue to work towards ensuring residents are able to transition from temporary accommodations into longer-term solutions. The Red Cross has committed to partnering with the Government of Alberta to ensure that Albertans have furnaces and water heaters in their homes prior to winter through the Winter Emergency Heating Program.

## ***Government of Alberta***

The Government of Alberta provides a support role to the local government recovery. The Government of Alberta appointed the Flood Recovery Task Force to coordinate department support to the affected communities and facilitate the recovery process.

## ***Federal Government***

The Government of Canada will provide financial assistance to Alberta through the Disaster Financial Assistance Arrangements (DFAA), administered by Public Safety Canada (PSC). As well, funding for First Nation recovery is available through Aboriginal Affairs and Northern Development Canada.

## **GOVERNANCE, ROLES AND RESPONSIBILITIES**

It is important for local leadership to guide the community through recovery, back to pre-disaster conditions and, if possible, better than pre-disaster conditions. Local government primarily has this responsibility and will be supported by the Alberta Government through its departments and the Flood Recovery Task Force.

## **RECOVERY PLANNING FRAMEWORK**

The planning framework considers four elements: people, environment, reconstruction and economy (as outlined in Figure 2). The concept of local community remains at the centre of each element and provides the lens through which all aspects of recovery are viewed. This approach embraces the regional community's cultures, values, objectives and goals.

**Figure 2: Recovery Framework**



## ***PEOPLE***

The highest priority is the overall physical, mental and social well-being of the residents of the Municipal District of Pincher Creek No. 9. This component focuses on aspects that ensure the right resources are in place to support the community's needs.

### **Safety**

Safety includes the provision of fire and police services, property safety assessments/cleanup, site access and essential services such as potable water and sewage.

### **Health**

Health care includes ensuring emergency care, acute care, long-term care and seniors' health, public health and addictions and mental health activities, which are monitored over the longer term. This may also include community health assessments and long-term health care strategies if required.

### **Social well-being**

Considerations for social well-being include activities related to community and group support, faith-based activities, sports and education initiatives, interim housing and return-to-work support.

## ***ENVIRONMENT***

The disaster had significant impacts on the environment as a result of overland flooding.

### **Biodiversity, ecosystems and natural resources**

The flooding event affected precious environmental assets on both public and private lands, including a number of nature areas. This element focuses on activities and management of parks, wildlife and pests. Monitoring of the air, water and soil quality is an essential activity during recovery.



## **Amenities**

Amenities such as recreational facilities are an essential part of recovery operations. Projects to re-establish or enhance available amenities can assist in meeting the overall plan objective.

## **Waste and pollution management**

Properly and effectively managing waste, particularly in landfills, is essential to the ongoing protection of human health and enhancement of the natural environment.

## ***RECONSTRUCTION***

The disaster affected approximately 10 residents, numerous agricultural operations, all forestry roads and riparian areas on all our waterways. Damaged infrastructure included residential, commercial and public buildings, as well as utilities. Prioritizing the needs of the community on a social and economic basis has to be taken into account for the re-establishment of a viable, attractive and sustainable community.

### ***Residential, commercial and public buildings***

Rebuilding infrastructure lost in the flooding in a predetermined and timely manner is essential to community recovery.

### **Re-establish Insured Assets**

A main component of the rebuild is to establish what is covered by insurance and focus on the rebuilding of those assets.

### **Architecture and Surveying**

After the cleanup of debris, decisions regarding the establishment of architectural controls will need to be taken and property lines may need to be re-surveyed.

### **Prevention**

Steps should be taken to reduce the risk of similar disasters in the future. Adopting flood mitigation standards is required to ensure the community is available for DRP funding.

### **Information for Homeowners and Business Owners**

Due to the diversity of individuals, home and business owners involved in the losses, information on rebuilding will need to be proactively provided.

### **Planning and Permits**

Before rebuilding, careful attention should be paid to the existing planning requirements and restrictions of the municipalities.

## **Inspections**

The affected areas fall under the Alberta Safety Codes Act (chpt S-1 RSA 2000) for permitting and inspections. At this time, Alberta Municipal Affairs will monitor and assist the municipalities in their permitting and inspection programs to ensure construction is in compliance with the Act.

## **Utilities**

It is imperative that water, sewer, gas, electricity, and private sewage systems are restored to safe operational levels.

## ***ECONOMY***

The economic recovery of the region will help ensure that people, business and industry, infrastructure and government in the region are able to return to normal. The plan will support the return of economic health in the region, and will help to enhance the economy and offset economic disadvantages experienced as a direct result of the disaster.

## **Individuals**

Individuals require access to insurance adjusters and emergency financial services, as well as career counseling and employment assistance.

## **Business**

Businesses have been impacted by the disruption of service resulting in loss of income, loss of goods due to spoilage and potentially the loss of clients and staff. Support could include loans, temporary office space, and advice on how to re-establish their presence within the community. Local labour supply may be impacted due to a loss of housing for employees.

## **Infrastructure, communications and transport planning**

Restoration of affected communications, infrastructure and transportation links are vital to the recovery and enhancement of the local economy.

## **Government**

Support of the local government in the Municipal District of Pincher Creek No. 9 is imperative to assist with the economic recovery of the region. Intermediate and long-term supports will be put in place to assist local governments with their recovery goals.

## **SUCCESS FACTORS**

In general, community recovery is successful if it overcomes the impacts of the disaster, re-establishes an economic and social base that instills confidence in the local citizens and businesses, and rebuilds the community to be more resilient from future disasters.

A critical issue in defining recovery success is specifying when recovery is complete. Metrics (indicators) of successful recovery are based on this end point. Recovery is also considered within the context of the trajectory of the community and not based solely on a static pre-disaster state. For example, successful recovery considers the previous population growth of the community not just the total population. Measures of success for each individual project or activity in the plan are required to monitor overall success of the recovery.

**Figure 3: Indicators of Successful Recovery**

Indicator	Target
<b>PEOPLE</b>	
Population	Overall population in 2015 is consistent with the 2010 census data plus a growth based on historical and current local and provincial rate information.
<b>ENVIRONMENT</b>	
Environmental parameters	Soil, air, water and biodiversity monitoring show that there have been no long-term adverse impacts to the region due to the flood.
<b>RECONSTRUCTION</b>	
Rebuild	All destroyed or damaged structures have been rebuilt and growth rate for the community has been re-established.
<b>ECONOMY</b>	
Employment rate	Regional employment in 2015 is consistent with local historical and overall provincial rates.

## RECOVERY PLAN FUNDING

A plan should be supported to some extent by all levels of government, including municipal, provincial and federal; not for profit organizations; and support through donations from individuals, agencies and businesses. The federal government will fund some aspects through the Disaster Financial Assistance Arrangements (DFAA). The provincial government will fund some aspects through the Disaster Recovery Program (DRP), and other aspects through special programs or financial approvals.

## CONCLUSION

Recovery cannot be defined simply by the region's return to pre-disaster circumstances. Recovery is a success when it overcomes the impacts of disasters and re-establishes an economic and social base that will enable future growth. Continued collaboration and support from all stakeholders will be a key enabler of success in the long-term recovery of the Municipal District of Pincher Creek No. 9.

January 13, 2014

RECEIVED  
JAN 16 2014  
M.D. OF PINCHER CREEK

Mr. Brian Hammond  
Reeve  
Municipal District of Pincher Creek  
P.O. Box 279  
Pincher Creek, AB T0K 1W0

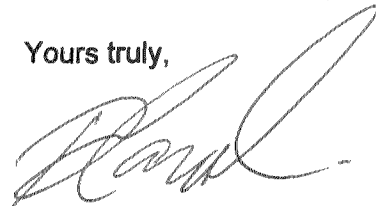
Dear Reeve Hammond:

**Subject: Municipal Grant Payment**

Please be advised that a grant in the amount of \$600,000 is being electronically transferred to the Municipal District of Pincher Creek under the Alberta Municipal Water/Wastewater Partnership, as part of the Water for Life Program for the Cowley-Lundbreck Regional System. This is the eighth payment for the municipal district's project.

We look forward to working with your municipal district in continuing to meet your capital infrastructure needs. If you have any questions or concerns regarding this program, please contact Keith Schenher, Infrastructure Grants Technologist, at 403-382-4069.

Yours truly,



Darrell Camplin, P.Eng.  
Regional Director

cc: Municipal Programs

File: 1560-BMTG-PINCmd

January 16, 2014

Mr. Brian Hammond  
Reeve  
Municipal District of Pincher Creek  
P.O. Box 279  
Pincher Creek, AB T0K 1W0

RECEIVED  
JAN 22 2014  
M.D. OF PINCHER CREEK

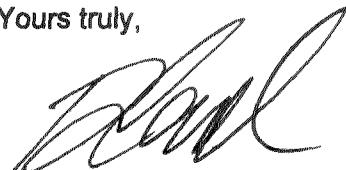
Dear Reeve Hammond:

**Subject: Municipal Grant Payment**

Please be advised that a grant in the amount of \$251,524 is being electronically transferred to the Municipal District of Pincher Creek under the 2012 Basic Municipal Transportation Grant.

We look forward to working with your municipal district in continuing to meet your capital infrastructure needs. If you have any questions or concerns regarding this program, please contact Mr. Keith Schenher, Infrastructure Grants Technologist, at 403-382-4069.

Yours truly,



Darrell Camplin, P.Eng.  
Regional Director

cc: Municipal Programs



*Council  
Corresp For Info*

F2c

LEGISLATIVE ASSEMBLY  
ALBERTA

**Jeff Wilson, MLA**  
Calgary – Shaw

**RECEIVED**  
JAN 16 2014  
M.D. OF PINCHER CREEK

January 6, 2014

Reeve Brian Hammond  
Municipal District of Pincher Creek No. 9  
PO Box 279  
Pincher Creek, AB T0K 1W0

To Reeve Hammond,

It is my pleasure to write to you as the new Official Opposition Critic for Municipal Affairs. I am very happy to be working with you on this very important portfolio. I recognize that issues facing municipalities in Alberta are both numerous and diverse, requiring cooperation and communication in order to achieve meaningful and lasting results.

I have written to Minister Hughes, congratulating him on his new appointment as well as indicating my willingness to work closely with him on the very important issues Municipal Affairs is and will be facing. I anticipate working with you in the coming months and years on issues important to you. Every municipality is vital to Alberta as a whole, and I look forward to advocating for the priorities of your community, as well as defending the rights of local officials in the decision-making process. I firmly believe that local autonomy and responsibility are the foundation for a more prosperous future for Albertans.

If there are any issues that you feel would be best addressed by a meeting with me, please contact my Edmonton office to arrange the meeting.

Sincerely,

Jeff Wilson, MLA



# WHEATLAND COUNTY

*Council  
Corresp - For Info*

F2d

HWY 1, R.R.1 STRATHMORE, ALBERTA T1P 1J6 TEL: +03.93+3321 FAX: +03.93+4889

www.wheatlandcounty.ca

January 8, 2014

**RECEIVED**  
JAN 16 2014  
M.D. OF PINCHER CREEK

Land Use Secretariat

BLDG – 10035 108 St NW

9<sup>TH</sup> Floor, Edmonton, Alberta T5J 3E1

**RE: South Saskatchewan Regional Plan Wheatland County Comments**

Dear Sir/Madame:

**RE: Wheatland County Comments on the Draft South Saskatchewan Regional Plan (SSRP)**

Wheatland County appreciates the work of the Secretariat on the SSRP however would like to express our concern with the Calgary Metropolitan Plan being part of the final draft document.

We realize and understand the Calgary Regional Plan includes a group of seventeen Municipalities working as a consensus gathering group. However by incorporating the Calgary Metropolitan Plan (CMP) as part of the SSRP this contradicts the policy of the SSRP on Page 8 and 9 where it speaks to not being a binding document. And, whereas the CMP speaks to Calgary having veto power on issues concerning regional issues the document (SSRP) contradicts itself.

Wheatland County requests removal of the CMP out of the equation or at least the clauses where Calgary retains the super majority vote on anything regional. As it currently stands the Rural Municipalities do not even have to be at the table for the City of Calgary to engage the Veto Vote.

Thank you for your attention to this matter.

Yours truly

Glenn Koester

Reeve

c.c. Alberta Rural Municipalities  
Jason Hale MLA Strathmore-Brooks  
Dr. Neil Brown QC (PC) MLA Calgary-Mackay-Nose Hill  
Mayor & Council – Villages of Hussar, Rockyford and Standard  
Mayor & Council – Town of Strathmore



SOUTHERN ALBERTA  
LAND TRUST SOCIETY

*Council  
Corresp - For Info*

F2e

January 7, 2014

Council  
Municipal District Pincher Creek  
P.O. Box 279  
Pincher Creek, AB  
T0K 1W0

**RECEIVED**

JAN 14 2014

M.D. OF PINCHER CREEK

Dear Councillors,

I want to thank you for your donation to SALTS for the Southern Foothills Study, and to wish you a very prosperous and happy New Year. With your help it has been an excellent year and we are looking forward to a great 2014.

The South Saskatchewan Regional Plan (SSRP) is an important initiative that will affect how we use our landscapes far into the future, and SALTS has been working to provide input to the process. We are also working on the final report of the SFS Phase 3 and I will be forwarding the report to you when it is complete. I am also attaching a summary list of financial donations to the project.

In addition, this past year, four families donated conservation easements to SALTS which resulted in the protection of another 1,267 acres of ranchland and woodland. With these easements we are continuing to preserve watersheds, wildlife habitat, and our western heritage. It is with your financial help that we can do this work.

SALTS has also been working to build capacity. With 29 easements to monitor, plus work on new easements, plus other land protection projects, and all the administrative work behind the scenes, it has become necessary to move toward what we call a Tier Three land trust model. Thus it is that Justin Thompson has joined SALTS as Director, Special Projects, at the beginning of the year. With Justin's help we will become even more effective and be able to pursue more opportunities for furthering our conservation goals.

As we move forward in 2014 we already have opportunities for many more conservation easements. You can expect to hear more good announcements.

Thank you again for your support.

Yours very truly,

A handwritten signature in black ink, appearing to read "Alan Gardner", written over a horizontal line.

Alan Gardner  
Executive Director

P.O. Box 45016, High River, Alberta T1V 1R7

[www.salts-landtrust.org](http://www.salts-landtrust.org)





## Southern Foothills Study Phase 3 Donor List

Gordon Foundation	25,000
Alberta Conservation Association	15,000
Alberta EcoTrust	12,500
Alberta ESRD	15,000
PetroCanada (Suncor)	10,000
M.D. Willow Creek	13,000
M.D. Ranchland	13,000
M.D. Foothills	8,000
M.D. Pincher Creek	8,000
SASCI – Rural Community Adaptation Program	20,000
Oldman River Watershed Council	30,000
Priddis-Millarville Residents Association	1,500
Other	1,000
	<hr/>
Total Cash:	\$ 172,000
SALTS (in-kind)	~ \$14,000



## Original Study - Business as Usual

The Southern Foothills Study (SFS) was begun in 2005 and had the purpose of creating a base of cumulative effects knowledge about landscape changes in the southwest Alberta foothills. The work was based on the work of Dr. Stelfox and his Alberta Landscape Cumulative Effects Simulator (ALCES) tool. Subsequently other studies were undertaken, some using the ALCES modelling tool and others focused on community values. These included the Chief Mountain Study, the Upper Bow Basin Cumulative Effect Study, the Southern Foothills Initiative: Values and Voices, the MD of Pincher Creek Community Values Assessment Report, and the Ghost River Watershed Alliance project. All of these works have been successful in improving the understanding of landscape issues and community values. New studies commissioned by the Oldman Watershed Council and Ghost River Watershed Alliance are also in the works.

The original SFS, called the Business as Usual Case, projected that if landscape use intensification continued in a 'normal' trajectory then the result would be a steady although slow decline in the indicators used in the study. Some of these indicators centered around water. These results were shared in seven public open-house presentations around southern Alberta.

## Moving Forward - Beneficial Practices

The current project, called SFS Phase 3, has the goal of determining whether the implementation of beneficial practices in seven sectors of landscape use will stop the slow decline in the indicators. The seven sectors studied were: Livestock, Croplands, Forestry, Energy, Residential, Mining and Wind Energy, Recreation and Tourism. In 2008 the study paused while new studies were carried out to confirm agreement with necessary water coefficients. Now the study is back on track with a meeting of the Advisory Group held on March 25th, 2013. (see photo below).

A proposal to make the study area larger was presented to the Group and accepted as an improvement. The new boundary will help knit together the various studies mentioned earlier, plus the OWC study. The boundary will now extend along the foothills from the US border up to and including the area of the Upper Bow Basin Study, and include Calgary and towns along Highway 2.

## Opportunity

With the next consultation round of the SSRP expected to begin in late June or early July, having the results of this Best Practices study in hand will help to provide local government and landowners with knowledge to understand the potential effects of proposed land use regulations.



Read more at: [http://www.salts-landtrust.org/sfs/sfs\\_description.html](http://www.salts-landtrust.org/sfs/sfs_description.html)

## **Southern Foothills Study back on track**

**Environment: Project researching impact of human activities in area**

By: Don Patterson

Posted: Friday, Apr 05, 2013 01:38 pm

Western Wheel, Okotoks



Work on an extensive study looking at the impact human activities have on Alberta's southwest Foothills is once again underway after being on hold for almost four years.

A meeting was held at the MD of Ranchlands office at the Chain Lakes on March 25 to restart the third phase of the extensive Southern Foothills Study (SFS). The meeting brought together many of the study's original advisory group members as well as new members to decide which direction the project should now proceed.

Alan Gardner, executive director of the Southern Alberta Land Trust Society (SALTS), said it's hoped the study will guide new approaches to development and land use in the sensitive foothills.

"Everybody knows that we need some rules, better than what's happened before," he said.

Gardner said they want the foothills study to complement the South Saskatchewan Regional Plan (SSRP), which is currently being developed by the provincial government.

“We would like to be, if you want to call it, partners in developing the SSRP plan in the area as maybe a sub-regional plan,” he said.

According to Gardner, the SFS was, in many ways, a precursor to the Land Use Framework and one of its strengths is the grassroots approach the project as taken. As well, he said the groups participating in the study have also been involved with the creation of the Land Use Framework and SSRP in some way or another.

An advisory group comprised of ranchers, municipalities, landowner groups and energy industry representatives was formed five years ago to initiate the SFS and SALTS hired ecologist Brad Stelfox to lead the project.

“There was a need five years ago for an organization to help co-ordinate this kind of thing,” he said.

In the study’s first phase Stelfox created a computer model called the Alberta Landscape Cumulative Effects Simulator (ALCES) representing the human footprint on the landscape of the southwest Alberta Foothills. The model looked at the impact human activities had on the environment including wildlife and water quality and quantity if development in the area proceeded on a ‘business as usual’ scale.

Gardner said the ALCES model showed a decline in quality of the various indicators of about one to two per cent a year.

“In the short term, that isn’t a big deal, but in the long-term if that continued that was going to be a problem,” he said.

The project’s second phase was dedicated to publicizing the results of the study and the third phase was intended to take the model to a new level and see if anything could be done to improve the results.

Gardner said they wanted to study what benefit implementing the best practices in different areas would have, particularly for industry and residential acreage development.

However, the process was put on hold four years ago when the provincial government questioned elements and formulas used in the computer model. The study remained on hold while the issues with the model were resolved. He said the ALCES model made conservative estimates, but the review showed they may have been too conservative.

Now that the process is back on track, the boundaries of the study area are being expanded.

Initially, the study covered an area stretching from Highway 7 in the north to Pincher Creek in the south and the BC border in the west to Highway 2 in the east.

The study area will now start at the U.S. border and extend to the upper Bow Valley watershed in the north. Gardner said they haven't determined what the new east and west boundaries of the study will be.

"It now will include a good part of the MD of Big Horn, which it did not before, and some parts of Rocky View (County)," he said.

In the last four years, Stelfox and others involved with the SFS have been working on other related projects and that information can be added to the study to bring the model up to date.

Once complete, Gardner said they will then start looking at adding economic components to the model, including determining the value of ecological services provided by natural process.

Foothills rancher Mac Blades said the study is valuable to show the impact of human activities and the impact it would have on the southern foothills. He said it can show the impact development would have if they proceed as they are now versus what can be achieved by following best practices in different areas.

"It will show where we're going from here," said Blades.

He said the study can help guide the creation of a provincial plan for southern Alberta providing a scientific basis for land use plans.

"It will really help the municipalities in their land use planning and how they look at the landscape into the future as well," said Blades.



01ez-0-

Dear Reeve Brian and Councillors,

Thank you very much for your donation to the Oldman Watershed Council! Your contribution will make a big difference to our programs that are improving water quality, and engaging people in watershed issues. Our landowners summit, watershed tours, stormwater monitoring and landowner grants would not be possible without the support of municipalities. We truly appreciate your contribution and having the MD as a partner. I look forward to getting caught up with the MD at a Council meeting - I will be sure to come visit. All the best,

Shannon

# Pincher Creek and District



**FCSS** Family and Community  
Support Services

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

## **FCSS Board Meeting, December 16, 2013**

**Small Meeting Room** – please use the public access door rather than the Council Chambers door

**Minutes** – signature copy

**1.) Call to order: Kellie Leblanc called the meeting to order at 6:30 PM**

Board Members Present: Bonnie Scott, Kellie Leblanc, John Hancock, Fred Schoening

Absent with regret: Cindy Cornish, Tammy Rubbelke, Jocelyn Mercer

Confirmation of Quorum: A quorum was present

John Hancock agreed to Chair the meeting

**2.) Approval of Agenda**

**Motion 12.66/Kellie Leblanc**

**That the agenda be approved as amended with the addition of 6.7) Unused Grants Carried**

**3.) Approval of Minutes of November 18 Meeting**

**Motion 12.67/Bonnie Scott**

**That the Minutes of the November 18 Meeting be approved as circulated Carried**

**4.) Correspondence: The Board received the following items of correspondence:**

**4.1) Holy Spirit Catholic School Division: Letter of thanks for funding**

**4.2) Poverty Costs Report: 2013: 2013 Action to End Poverty Report**

**4.3) Womens' Emergency Shelter DVAT Conference: Letter of thanks for funding**

**Motion 12.68/Fred Schoening**



**That the items of correspondence be accepted as information Carried**

**5.) Financial**

**5.1) Administration Budget Review:** The Board reviewed and discussed the current and 2014 Administration budgets.

**Motion 12.69/Fred Schoening**

**That the Administration budget review be accepted as information Carried**

**6.) Business Arising**

6.1) Contracts returned for FCSS signatures:

The following 2014 funding contracts have been received for signature:

Group Group Youth

SASCI

St Michael's School (2)

Canyon School

Brighter Futures Home Visitation Project

Pincher Creek Family Resource Society (2)

The following contracts have not been received:

Allied Arts Council

Historical Society

**6.2) GGY/PCFRS Teen/Pre-teen Program meeting:** David met with representatives from Group Group Youth and the Pincher Creek Family Resource Society to discuss collaborative programming options. The Board received, reviewed and discussed the meeting report. It was agreed that the collaborative programming options are a positive step toward efficient program delivery for the Pre-teen/Teen age group.

**6.3) 2013 FCSS Conference Report:** David attended the recent FCSSAA conference in Edmonton. He provided a brief report of the event.

**6.4) Community Volunteer Tax Program:** David met with Mr. George Fisher to discuss his willingness to engage in a Volunteer Tax Preparation program for seniors and low-income families in the community. Mr. Fisher, a retired Meteorologist from Calgary, has been volunteering with this CRA program for 7 years in Calgary. He has recently moved to Whispering Winds in Pincher Creek. David presented a summary of the meeting. David will continue to discuss this with Mr. Fisher and two local accounting firms. Mr. Fisher will require a small, part-time office through the tax season. He must have access to high-speed internet.

**6.5) SW Alberta FCSS meeting Dec 11 Fort Macleod:** David met with four Coordinators from other SW Alberta FCSS Programs (Stavelly, CNP, Fort Macleod, and Cardston) to discuss

program structures, community issues, and outcome measures. David presented a brief review of the meeting.

**6.6) Federation of Canadian Municipalities (FCM) National Housing Strategy:** Council for the Town of Pincher Creek has endorsed a Resolution for Support of the FCM National Housing Strategy as described in item 8.5 of the November 18 Board Meeting.

**6.7) Unused Grants:** John raised the issue of 'unused grants' (eg. What happens if FCSS awards a grant that is then unused by the funded agency.) David indicated that the grant will then be returned to FCSS and the funds made available to the community through a call for proposals. (The agency that may not be able to use its 2014 grant is the Allied Arts Council)

**7.) New Business:**

**7.1) Food Bank update:** The new facility is up and running. Food and Shelving was moved from the Napi Friendship Centre location to the new building on Kettles Street by volunteers.

The December 10th Holiday Train event was well attended brought in about 750 lbs of food and \$250.00 cash. CP Rail contributed \$4,000.00 to the Food Bank.

The First Student "Stuff-a-bus" event on Saturday , Dec 14 was well received by shoppers. The bus used was a 30 foot school bus. Every seat was loaded with food and the aisles were used as well. Food was delivered to the Food Bank on Monday morning.

**7.2) Affordable Housing Interview with student Erika MacKenzie from Canyon School:** David was asked by this Canyon School Grade 4 student to speak to her about the local affordable housing issue. Erika asked several pointed questions as she gathered information for her school project called "Making a Difference". She is also gathering signatures on a school petition in support of affordable housing in our community.

**7.3) Outcomes Report for 2012:** David reported that this document has now been completed and submitted to the Ministry Office

**8.) Date for next Board Meeting – January 20, 2014 (David will poll Board Members to determine the appropriateness of this date.)**

**9.) Adjournment:** There being no further business, John Hancock declared the meeting adjourned at 8:20 PM

Read and approved this \_\_\_\_\_ day of January, 2014

\_\_\_\_\_  
Director

\_\_\_\_\_  
Coordinator

# Pincher Creek and District



Family and Community  
Support Services

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

## FCSS Board Meeting, November 18, 2013 – Council Chambers Minutes – Signature Copy

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

Welcome to the new Council Reps:

Tammy Rubbelke , Town Council Rep

Fred Schoening, MD Council Rep. (Brian Hammond – alternate)

Board Members present: Bonnie Scott, John Hancock, Cindy Cornish, Kellie Leblanc

Alternate Board Member present: Brian Hammond (MD alternate)

Absent with regret: Fred Schoening, Tammy Rubbelke, Jocelyn Mercer

Confirmation of Quorum: A quorum was present

### 2.) Approval of Agenda

**MOTION 12.64/Brian Hammond**

**That the Draft 2 agenda be approved as distributed.**

**Carried**

### 3.) Approval of Minutes of October 16 Meeting

**MOTION 12.65/John Hancock**

**That the Minutes of the October 16 meeting be approved as circulated.**

**Carried**

- 4.) Election of Chair and Vice-Chair: Although Board members have chaired meetings on a rotational basis (a practice that can continue), a Chair and Vice-Chair must be elected to act as formal signatories for funding contract documents etc. (Ref. Policy 113-12 re: Town Council Members as Chairman of Committees)

Cindy Cornish nominated Kellie Leblanc for the position of Chair.

Cindy Cornish nominated Bonnie Scott for the position of Vice-Chair.

In each case, there were no further nominations.

Kellie Leblanc is acclaimed as Chairperson of the PC and District FCSS  
Bonnie Scott is acclaimed as Vice-Chairperson of the PC and District FCSS

## 5.) Correspondence

### 5.1) FCSSAA re: New “Family and Community Engagement Councils”

The Board has received a letter from the Provincial FCSS Association regarding Minister Hancock’s proposed new ***Family and Community Engagement Councils*** initiative. Details of this new initiative are not known at this time but matter will be discussed at the upcoming FCSS Conference.

### 5.2) Committee Appointment confirmations – Town and MD.

The Board has received written confirmation of the following Council appointments:

MD Council Rep – Fred Schoening (Brian Hammond/Alternate)

Town Council Rep – Tammy Rubbelke

Village of Cowley Rep – Cindy Cornish

### 5.3) Municipal World Bookshop

Update on available titles for Municipal Gov’t Resource Libraries

### 5.4) U of C “Housing First” Research: Interview with Dr. Jeanette Schiff.

David participated in an interview with this researcher from the U of C. The interview was aimed at assessing the feasibility of implementing a “housing first” approach to housing those who are homeless in small towns and rural areas in Canada. The report will be available in 2014.

## 6.) Financial

### 6.1) Funding Agreements:

All three funding agreements (Town, Village and MD) are in place for 2014 confirming a total of \$238,769.00 available to this region.

### 6.2) Community Funding: Accounting observations / recommendations.

David has compiled information related to the accounting, bookkeeping and budget presentation practices used by some groups and organizations when they apply for funding from Joint Councils or FCSS. This same document was distributed to groups after the 2013 funding cycle and will be sent out again. The information sheet speaks to some of the shortcomings seen in grant applications (both Joint Council and FCSS) and provides basic recommendations for “best practices”. The Board agreed that this information sheet might be considered for inclusion in the actual funding contract. For the 2014 year, it will be sent as an information circular to all FCSS funded projects.

**7.) Business Arising**

**7.1) Grant confirmation letters for 2014:**

Letters confirming Board decisions related to 2014 Grants have been sent.

**7.2) Provisional Agreement re: Teen/Pre-teen Program Grants**

Group Group Youth and the Pincher Creek Family Resource Society have been informed about the Board decision to recommend a collaborative approach to Teen/Preteen programming in the community. Although the groups are expected to begin discussion immediately, they will be invited to attend an FCSS meeting to present their plans.

**7.3) Funding Contracts for 2014:**

All 2014 Funding Contracts will be mailed Tuesday, Nov 19. The contracts will be signed by the Project Managers/Board Staff and be returned to FCSS for signature. They will then be returned to the Project offices. It was noted that the contract presently in use was reviewed by the Town lawyer in 2010. Some minor revision was made. The Board agreed that the contract should be reviewed again prior to the 2015 funding cycle.

**7.4) Quarterly Payment Schedule for 2014:**

The Board reviewed the 2014 Quarterly Payment Schedule. This document illustrates the schedule of grant payments for the entire 2014 year.

**7.5) Cheque Requisitions for 2014:**

Each of the twenty-nine grant payment cheques for 2014 requires a separate cheque requisition. The requisitions are signed off by the Director of Recreation and Community Services (Supervisor of FCSS), and the Director of Finance. The requisitions are completed and project cheques will begin to be distributed on January 1, 2014.

**8.) New Business:**

**8.1) Food Bank update:**

David provided an update on the status of the Food Bank. Since the meeting on November 7 (attended by representatives from the Town and MD Councils and staff, Napi Association staff and Board and volunteers), the flooring has been completed in the new building and plans are being made to move the food and shelving. It is hoped that the building will be fully operational by the end of November and able to receive food donations from the December 10th Holiday Train. The \$19,905.00 grant from the Town will enable the Food Bank Coordinator to begin work immediately.

**8.2) Federation of Canadian Municipalities National Housing Strategy**

David has prepared a Request For Decision asking Town Council to consider supporting the FCM resolution I regarding their new National Housing Strategy.

**8.3) DVAT Conference Nov 14<sup>th</sup>:**

The conference (partially funded by FCSS) was a success with about 70 attendees. Registrants enjoyed a full day of presentations and interactive group sessions. The conference made use of the FCSS sound system.

**8.4) FCSS Conference Nov 27-30:**

The Annual FCSS Conference will take place in Edmonton. David will attend.

**8.5) FCSS SW Communities Inventory and Survey Results:**

In September, at the request of the Board, David completed a survey of FCSS agencies in Fort Macleod, Nanton, Claresholm, Crowsnest Pass and Barons/Eureka/ Warner. The survey results were distributed to the Board and discussed at the October 16 meeting. Since that time, a second survey has been conducted by the FCSS Outcome Measures Trainer. The Board was provided with copies of that survey. Each of the survey results will be reviewed at the FCSS Conference and at a SW Regional FCSS meeting in Fort Macleod on December 10<sup>th</sup>.

**8.6) Community Volunteer Tax Preparation Program:**

A new resident to Pincher Creek (semi-retired accountant/tax specialist from Calgary) has offered to discuss the establishment of a 'tax return service' for Seniors and low-income families" in Pincher Creek. The service would be free of charge and only involve simple returns. David will meet this person and get more details.

9.) **Date for next Board Meeting – Dec 16, 6:30 PM – Small Meeting Room**

10.) **Adjournment:** There being no further business, Kellie Leblanc declared the meeting adjourned at 8:15 PM.

Read and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Director

\_\_\_\_\_  
Coordinator

**Please circulate to Mayor/Reeve and Council for information**



*OLDMAN RIVER REGIONAL SERVICES COMMISSION*

**MINUTES - 7 (2013)**  
**EXECUTIVE COMMITTEE MEETING**  
**Thursday, October 10, 2013 at 7:00 p.m.**  
**ORRSC Boardroom (3105 - 16 Avenue North, Lethbridge)**

**EXECUTIVE COMMITTEE:**

Terry Michaelis - *Chair*  
 Gordon Wolstenholme - *Vice-Chair*  
 Henry Van Hierden  
 Doug MacPherson (absent)

Anne Marie Philipsen  
 Don Anderberg  
 Larry Mitchell (absent)

**STAFF:**

Lenze Kuiper – *Director*

Barb Johnson – *Executive Secretary*

**AGENDA:**

1. **Approval of Agenda** – October 10, 2013.....
2. **Approval of Minutes** – July 25, 2013..... (attachment)
3. **Business Arising from the Minutes**
4. **New Business**
  - (a) Draft 2014 Budget.....(handout)
  - (b) Staff Cost of Living Increase.....
  - (c) New Council Planning Orientations.....
  - (d) GIS Update.....
  - (e) Fee for Service 2013 Update.....(handout)
5. **Accounts**
  - (a) Office Accounts –
    - (i) July 2013..... (attachment)
    - (ii) August 2013..... (attachment)
  - (b) Financial Statements –
    - (i) January 1 - July 31, 2013..... (attachment)
    - (ii) January 1 - August 31, 2013..... (attachment)
6. **Director's Report** .....

7. Executive Report .....

**DIRECTOR'S PERFORMANCE EVALUATION**

8. Adjournment .....

CHAIR TERRY MICHAELIS CALLED THE MEETING TO ORDER AT 7:05 P.M.

**1. APPROVAL OF AGENDA**

Moved by: Gordon Wolstenholme

THAT the Executive Committee approve the agenda, as amended:

ADD: 4(e) Fee For Service 2013 Update CARRIED

**2. APPROVAL OF MINUTES**

Moved by: Anne Marie Philipsen

THAT the Executive Committee approve the minutes of July 25, 2013, as presented. CARRIED

**3. BUSINESS ARISING FROM THE MINUTES**

- None.

**4. NEW BUSINESS**

**(a) Draft 2014 Budget**

- The Director tried to be as conservative as possible in preparing the Draft 2014 Budget. Highlights include:

REVENUE:

- Membership Fees – \$873,000 (based on 2013 Total Equalized Assessment)
- GIS Member Fees – added Town of Bassano and a 5% increase (to cover new platform costs and add new features)
- Fee for Service (member) – \$250,000 (Rural Intermunicipal Development Plans Grant)
- Subdivision Approval Fees – \$250,000
- Proceeds from Sale of Capital Asset – \$2,000 (vehicle sale or trade)

EXPENSE:

- Permanent Employees – \$1,300,000 (includes a 3% cost of living allowance)
- Equipment & Furniture Purchases – \$53,000 (for computer upgrades and vehicle purchase)
- Members Mileage – \$5,000 (for Executive Committee meetings)
- Following discussion regarding the importance of building reserves into the budget, the Committee instructed that the Draft 2014 Budget be amended to include two new line items: Transfer to Operating Reserve (\$25,000) and Transfer to Capital Reserve (\$25,000), and that Subdivision Approval Fees be increased to \$300,000. In addition, a reserve policy



should be developed and presented to the Board of Directors at the December 5, 2013 meeting.

**Moved by: Anne Marie Philipsen**

THAT the Executive Committee approve the Draft 2014 Budget, as amended. **CARRIED**

**(b) Staff Cost of Living Increase**

- Cost of living increases for Committee members' municipal staffs were discussed and the following motion passed:

**Moved by: Gordon Wolstenholme**

THAT the Executive Committee approve a 3% cost of living increase for all ORRSC staff effective January 1, 2014. **CARRIED**

**(c) New Council Planning Orientations**

- ORRSC will be offering a choice of three Council Planning Orientation sessions for Councils, Development Officers and CAOs:
  - Thursday, **January 23, 2014 at 1:30 p.m.**
  - Thursday, **January 23, 2014 at 7:00 p.m.**
  - Wednesday, **January 29, 2014 at 7:00 p.m.**
- All sessions will be held in the **ORRSC Conference Room – 3105 - 16 Avenue North, Lethbridge**. Agenda topics and registration information will be forwarded to municipalities when available.

**(d) GIS Update**

- 2014 Orthophotos are completed and should be up on GIS by the end of November. A new GIS platform will be introduced mid-October and all municipalities converted over by March 2014. Municipal staff training on the new platform will be conducted in Spring 2014.

**(e) Fee For Service 2013 Update**

- An updated Fee For Service 2013 list was reviewed. Projects highlighted in green totalling approximately \$175,000 will be invoiced during the next few months upon completion.

**5. ACCOUNTS**

**(a) Office Accounts –**

**(i) July 2013**

5150	Staff Mileage .....	M. Burla .....	\$ 405.00
5151	Vehicle Gas & Maintenance .....	Imperial Oil .....	217.71
4140	Approval Fees .....	Creekworks .....	750.00
5280	Janitorial Services .....	Madison Ave Business Services .....	425.00
5320	General Office Supplies .....	Madison Ave Business Services .....	12.79
5310	Telephone .....	Bell Mobility .....	476.24
5310	Telephone .....	Telus.....	352.46

5310	Telephone .....	Telus.....	77.87
5320	General Office Supplies .....	Desjardins .....	210.30
5380	Printing & Printing Supplies .....	Desjardins .....	55.50
5320	General Office Supplies .....	Desjardins .....	168.87
5380	Printing & Printing Supplies .....	Desjardins .....	34.35
5350	Postage & Petty Cash .....	Postage by Phone.....	1,500.00
5380	Printing & Printing Supplies .....	Peak Vocational Services .....	90.00
5390	Graphic & Drafting Supplies .....	Continental Imaging Products.....	1,129.02
5390	Graphic & Drafting Supplies .....	Continental Imaging Products.....	254.48
5430	Aerial Photos & Maps .....	M.D. of Willow Creek.....	200.00
5440	Land Titles Office .....	Minister of Finance.....	228.00
5500	Subdivision Notification .....	Lethbridge Herald.....	148.20
5531	GIS Grant .....	Pacific Alliance .....	11,040.00
5570	Equipment Repairs & Maintenance .....	Pitney Bowes.....	86.95
5580	Equipment & Furniture Rental .....	Telus.....	135.45
5580	Equipment & Furniture Rental .....	Xerox.....	960.00
5590	Equipment & Furniture Purchases .....	Lethbridge Document Solutions.....	598.00
5590	Equipment & Furniture Purchases .....	Martin Chrysler.....	18,025.25
1160	GST Receivable .....	GST Receivable .....	1,298.54
		<b>TOTAL</b>	<b><u>\$38,879.98</u></b>

**(ii) August 2013**

5480	Recruitment & Relocation .....	S. Croil.....	\$ 316.00
5150	Staff Mileage .....	S. Johnson .....	76.50
5320	General Office Supplies .....	S. Johnson .....	42.96
5530	Coffee & Supplies .....	S. Johnson .....	54.95
5150	Staff Mileage .....	G. Scott .....	400.80
4140	Approval Fees .....	Donna Timko.....	25.00
5151	Vehicle Gas & Maintenance .....	Imperial Oil .....	164.33
5151	Vehicle Gas & Maintenance .....	Petty Cash (two oil changes).....	77.28
5285	Building Maintenance .....	Petty Cash (wasp spray/foam).....	21.40
5320	General Office Supplies .....	Petty Cash (whiteboard/cards).....	32.66
5520	Meetings .....	Petty Cash (juice).....	12.34
5530	Coffee & Supplies .....	Petty Cash (coffee & filters).....	22.97
5280	Janitorial Services .....	Madison Ave Business Services.....	475.00
5310	Telephone .....	Bell Mobility .....	495.80
5310	Telephone .....	Telus Communications.....	349.04
5580	Equipment & Furniture Rental .....	Telus Communications.....	135.45
5310	Telephone .....	Telus Communications.....	64.62
5330	Dues & Subscriptions .....	The Macleod Gazette.....	40.00
5330	Dues & Subscriptions .....	Journal of APA.....	250.00
5330	Dues & Subscriptions .....	Taber Times .....	46.00
5380	Printing & Printing Supplies .....	Peak Vocational Services .....	90.00
5380	Printing & Printing Supplies .....	Paramount Printers .....	79.00
5390	Graphic & Drafting Supplies .....	Continental Imaging Products.....	633.81
5440	Land Titles Office .....	Minister of Finance.....	284.00
5500	Subdivision Notification .....	Sun Media .....	95.76
5500	Subdivision Notification .....	Lethbridge Herald.....	848.64

5500	Subdivision Notification .....	Lethbridge Herald.....	137.28
5580	Equipment & Furniture Rental .....	Xerox Canada .....	2,389.58
1160	GST Receivable .....	GST Receivable .....	318.76
		<b>TOTAL</b>	<b><u>\$7,979.93</u></b>

Moved by: Don Anderberg

THAT the Executive Committee approve the Office Accounts of July (\$38,879.98) and August (\$7,979.93) 2013, as presented. CARRIED

**(b) Financial Statements –**

- (i) January 1 - July 31, 2013
- (ii) January 1 - August 31, 2013

Moved by: Anne Marie Philipsen

THAT the Executive Committee approve the following unaudited financial statements:

January 1 - July 31, 2013  
 January 1 - August 31, 2013 CARRIED

**6. DIRECTOR'S REPORT**

- Two Regional Assessment Review Board hearings have been held to date with five others scheduled for October and November.
- The Draft South Saskatchewan Regional Plan 2014 - 2024 has just been released. ORRSC staff will attend 10 stakeholder workshops within our region and submit comments to the Minister of Municipal Affairs by the December 14 deadline. The Draft Plan is heavily focused on economic development, parks, conservation, water, etc.

Moved by: Anne Marie Philipsen

THAT the Executive Committee accept the verbal Director's Report, as information. CARRIED

**7. EXECUTIVE REPORT**

- Committee members reported on various projects and activities in their respective municipalities.

**DIRECTOR'S PERFORMANCE EVALUATION**

**8. ADJOURNMENT**

Moved by: Gordon Wolstenholme

THAT we adjourn the regular meeting of the Executive Committee of the Oldman River Regional Services Commission at 8:30 p.m. CARRIED

/bj

CHAIR: 

## PINCHER CREEK EMERGENCY SERVICES

Special Meeting Minutes  
October 31, 2013

### Opening

The special meeting of the Pincher Creek Emergency Services was called to order at 1:02 pm on October 31, 2013 in the Pincher Creek Fire Hall by Chief Dave Cox.

<b>Present</b>	MD#9	Terry Yagos, Councilor Brian Hammond, Councilor Wendy Kay, CAO
	Town	Don Anderberg, Councilor Doug Thornton, Councilor Laurie Wilgosh, CAO
	PCES	Dave Cox, Chief Tammy Jack, Recording Administrative Assistant

### 1.0 Nominations for Chairperson and Vice Chairperson

Doug Thornton nominated Don Anderberg for Chairperson.  
By Acclimation

Brian Hammond nominated Terry Yagos for Vice Chairperson.  
By Acclimation

### 2.0 Approval of Agenda

Terry Yagos moved that the agenda be accepted as amended.  
Carried 2013/106

### 3.0 New Business

#### 3.0 a Signing Authority

As done in the past at Pincher Creek Emergency Services, the Chair and Vice Chairpersons also have signing authority for Pincher Creek Emergency Services.

Brian Hammond moved to accept the Chairperson Don Anderberg and Vice Chairperson Terry Yagos to have signing authority.

Carried 2013/107

#### 3.0 b Meeting Dates

Brian Hammond moved to have the Pincher Creek Emergency Services Committee meeting on the 4<sup>th</sup> Thursday of each month at 1:30 pm.

Carried 2013/108

**5.0 Information Items**

**5.0 a Alberta Health Services Contract Update**

Chief Dave Cox updated the new committee on the Alberta Health Services Contract and how it works with Pincher Creek Emergency Services.

**5.0 b Commission**

Chief Dave Cox updated the new committee on the Fire Commission and what stage Pincher Creek Emergency Services are at with the Municipal Affairs.

The committee of Pincher Creek Emergency Services would like the consultant Ken Kendall to attend a joint meeting to explain and discuss the commission with the new council members. Town CAO Laurie Wilgosh and Chief Dave Cox will be in contact with Ken Kendall to set a date for the meeting.

Terry Yagos moved for Pincher Creek Emergency Services to cover the cost for Ken Kendall to come to a joint meeting and do a presentation of the commission for the joint council.

Carried 2013/109

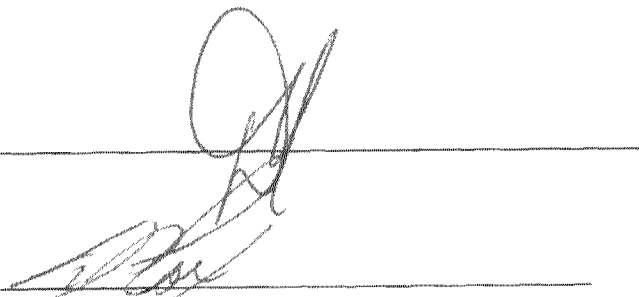
**Adjournment**

Meeting was adjourned at 2:25 pm by Terry Yagos. The next regular meeting will be on November 28, 2013 at 1:30 pm at the Fire Hall.

Carried

Approved by:  
Chairman \_\_\_\_\_

Approved by:  
Chief \_\_\_\_\_

The image shows two handwritten signatures in black ink. The top signature is written over a horizontal line and appears to be 'Terry Yagos'. The bottom signature is also written over a horizontal line and appears to be 'Dave Cox'. The signatures are slanted and somewhat stylized.

9:16 AM  
 10/22/13  
 Accrual Basis

**Pincher Creek Emergency Services**  
**Balance Sheet**  
 As of September 30, 2013

	<u>Sep 30, 13</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Chequing/Savings	
100 · Fire - CIBC	753,895.00
101 · Ambulance - CIBC	189,104.35
<b>Total Chequing/Savings</b>	<u>942,999.35</u>
Accounts Receivable	
110 · Fire - Receivable	13,800.00
111 · Amb. - Receivable	84,788.58
<b>Total Accounts Receivable</b>	<u>98,588.58</u>
Other Current Assets	
130 · GST Receivable	2,426.65
132 · Receivable - Collections	7,883.33
150 · Fire - Investments	408,916.06
162 · Fire - Due From/To Fire Grant	979.42
172 · Fire - Due From Amb.	9,306.83
<b>Total Other Current Assets</b>	<u>429,512.29</u>
<b>Total Current Assets</b>	<u>1,471,100.22</u>
<b>Fixed Assets</b>	
182 · Fire - Trucks and Equip	326,292.07
183 · Amb. - Trucks & Equip	587,879.23
185 · Acc Depreciation - Fire Vehicle	-201,056.58
186 · Acc Depreciation - Amb. Vehicle	-476,993.23
187 · Acc Depreciation - Rescue Vehic	-62,775.13
188 · Fire - Rescue - Trucks & Equip	114,136.60
191 · Amb. - General Equipment	82,310.13
192 · Fire - General Equipment	165,224.23
193 · Rescue - General Equipment	50,925.82
194 · General Equipment	22,872.24
195 · Acc Depreciation - Fire General	-104,284.47
196 · Acc Depreciation - Amb. General	-49,386.07
197 · Acc Depreciation - Rescue Gen.	-21,828.56
198 · Acc Depreciation - General	-22,872.24
<b>Total Fixed Assets</b>	<u>410,444.04</u>
<b>TOTAL ASSETS</b>	<u><u>1,881,544.26</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
202 · Payable at Yearend	4,603.11
210 · Fire - Allow for Doubtful A/R	8,364.48
221 · Amb. - Due To Fire	9,306.83
230 · Fire - Payable - Wages	32,937.06
231 · Amb. - Payable - Wages	452.25
232 · Payable - Payroll Liab	19,324.20
233 · EMA - Payable - Pension Plan	500.00
234 · Fire - Payable - Pension Plan	581.67
235 · Amb. - Payable - Pension Plan	1,439.84
236 · Payable - Benefits	2,670.14
250 · Fire - Payable - Accured VacPay	14.83
<b>Total Other Current Liabilities</b>	<u>80,194.41</u>
<b>Total Current Liabilities</b>	80,194.41

9:16 AM  
10/22/13  
Accrual Basis

Pincher Creek Emergency Services  
**Balance Sheet**  
As of September 30, 2013

	<u>Sep 30, 13</u>
<b>Long Term Liabilities</b>	
274 · Fire - Reserve - Future Dept	275,239.34
276 · Fire - Reserve - Rescue Van	20,035.81
277 · Amb. - Reserve - Depreciation	156,098.42
279 · Amb. - Reserve - Protect Vest	13,250.00
281 · Amb. - Reserve - Equipment	29,160.00
<b>Total Long Term Liabilities</b>	<u>493,783.37</u>
<b>Total Liabilities</b>	573,977.78
<b>Equity</b>	
299 · Equity in Capital Assets	410,443.77
300 · Retained Earnings	392,763.10
Net Income	504,359.61
<b>Total Equity</b>	<u>1,307,566.48</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,881,544.26</u></u>

**Pincher Creek Emergency Services - Call-out Summary with Prior Year Comparison**

Months	Beaver Mines 2013 Fire/Rescue	Lundbreck 2013 Fire/Rescue	Fire 2012	Fire 2013	Fire False Alarms 2013	Res 2012	Res 2013	Amb 2012	Amb 2013	Tran 2012	Tran 2013	Emerg 2012	Emerg 2013	Beaver Mines 2013 Medical 1st response	Lundbreck 2013 Medical 1st response
January	0	0	4	0	0	7	1	125	91	54	37	71	54	7	0
February	2	2	3	4	1	1	4	107	121	50	63	57	68	7	1
<b>Year-to-date</b>	<b>2</b>	<b>2</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>8</b>	<b>5</b>	<b>232</b>	<b>212</b>	<b>104</b>	<b>90</b>	<b>128</b>	<b>122</b>	<b>14</b>	<b>1</b>
March	0	1	1	2	1	4	1	95	102	38	34	57	68	4	0
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>8</b>	<b>6</b>	<b>2</b>	<b>12</b>	<b>6</b>	<b>327</b>	<b>314</b>	<b>142</b>	<b>124</b>	<b>185</b>	<b>190</b>	<b>18</b>	<b>1</b>
April	3	5	7	9	3	4	11	82	105	47	47	35	58	2	4
<b>Year-to-date</b>	<b>5</b>	<b>8</b>	<b>15</b>	<b>15</b>	<b>5</b>	<b>13</b>	<b>17</b>	<b>409</b>	<b>419</b>	<b>189</b>	<b>171</b>	<b>220</b>	<b>248</b>	<b>20</b>	<b>5</b>
May	0	2	3	7	3	0	2	83	76	43	28	40	47	3	1
<b>Year-to-date</b>	<b>5</b>	<b>10</b>	<b>18</b>	<b>22</b>	<b>8</b>	<b>13</b>	<b>19</b>	<b>492</b>	<b>495</b>	<b>232</b>	<b>200</b>	<b>260</b>	<b>295</b>	<b>23</b>	<b>6</b>
June	1	2	4	6	3	3	4	98	91	54	35	45	56	2	1
<b>Year-to-date</b>	<b>6</b>	<b>12</b>	<b>22</b>	<b>28</b>	<b>11</b>	<b>16</b>	<b>23</b>	<b>591</b>	<b>586</b>	<b>286</b>	<b>235</b>	<b>305</b>	<b>351</b>	<b>25</b>	<b>7</b>
July	2	1	7	4	3	7	4	101	92	47	40	54	62	3	0
<b>Year-to-date</b>	<b>8</b>	<b>13</b>	<b>29</b>	<b>32</b>	<b>14</b>	<b>23</b>	<b>27</b>	<b>692</b>	<b>678</b>	<b>333</b>	<b>275</b>	<b>359</b>	<b>403</b>	<b>28</b>	<b>7</b>
August	2	3	12	10	5	2	5	106	94	44	25	62	69	0	2
<b>Year-to-date</b>	<b>10</b>	<b>16</b>	<b>41</b>	<b>42</b>	<b>19</b>	<b>25</b>	<b>32</b>	<b>798</b>	<b>772</b>	<b>377</b>	<b>300</b>	<b>421</b>	<b>472</b>	<b>28</b>	<b>9</b>
September	0	2	14	6	4	2	5	80	95	44	41	36	54	1	3
<b>Year-to-date</b>	<b>10</b>	<b>18</b>	<b>55</b>	<b>48</b>	<b>23</b>	<b>27</b>	<b>37</b>	<b>878</b>	<b>867</b>	<b>421</b>	<b>341</b>	<b>457</b>	<b>526</b>	<b>29</b>	<b>12</b>
October	0	0	7	0	0	6	0	104	104	44	44	60	60	0	0
<b>Year-to-date</b>	<b>10</b>	<b>18</b>	<b>62</b>	<b>48</b>	<b>23</b>	<b>33</b>	<b>37</b>	<b>982</b>	<b>867</b>	<b>465</b>	<b>341</b>	<b>517</b>	<b>526</b>	<b>29</b>	<b>12</b>
November	0	0	8	0	0	6	0	101	101	40	40	61	61	0	0
<b>Year-to-date</b>	<b>10</b>	<b>18</b>	<b>70</b>	<b>48</b>	<b>23</b>	<b>39</b>	<b>37</b>	<b>1083</b>	<b>867</b>	<b>505</b>	<b>341</b>	<b>578</b>	<b>526</b>	<b>29</b>	<b>12</b>
December	0	0	5	0	0	6	0	121	121	50	71	71	71	0	0
<b>Total Year</b>	<b>10</b>	<b>18</b>	<b>75</b>	<b>48</b>	<b>23</b>	<b>45</b>	<b>37</b>	<b>1204</b>	<b>867</b>	<b>555</b>	<b>341</b>	<b>649</b>	<b>526</b>	<b>29</b>	<b>12</b>



## PINCHER CREEK EMERGENCY SERVICES

Meeting Minutes  
October 24, 2013

### Opening

The regular meeting of the Pincher Creek Emergency Services was called to order at 3:00 pm on October 24, 2013 in the Pincher Creek Fire Hall by Chairperson Bjorn Berg.

<b>Present</b>	MD#9	Bjorn Berg, Councilor Terry Yagos, Councilor Wendy Kay, CAO
	Town	Sahra Hancock, Councilor Don Anderberg, Councilor Laurie Wilgosh, CAO
	PCES	Dave Cox, Chief Tammy Jack, Recording Administrative Assistant

### 1.0 Approval of Agenda

Don Anderberg moved that the agenda be accepted as amended.  
Carried 2013/88

### 2.0 Approval of Minutes

Terry Yagos moved that the meeting minutes of September 26, 2013 be adopted.  
Carried 2013/89

### 3.0 Financial

Sahra Hancock moved that the cheque register for the period of September 01 – September 30, 2013 be received as info.  
Carried 2013/90

Terry Yagos moved that the Balance Sheet as at September 30, 2013 be received as info, a copy which is attached and forms part of these minutes.  
Carried 2013/91

### 4.0 Business Arising from Previous Minutes

#### 4.0 a Fire Truck

Chief Dave Cox did the purchase inspection on October 10, 2013 in Calgary. The cheque has been signed and was sent on October 24, 2013. There will be a training day set up in November to go over the truck and all its features.

Terry Yagos moved to receive this information on the fire truck.  
Carried 2013/92

## **5.1 Chiefs Reports**

### **5.1 a Call Sheets**

Don Anderberg moved that the call sheets be received as info, a copy of which is attached and forms part of these minutes.

Carried 2013/93

## **6.0 New Business**

### **6.0 a Alberta Health Services Contract Obligations**

The contract with Alberta Health Services has been signed. As part of the new contract, Pincher Creek Emergency Services is obligated to have two ALS ambulances available 24/7. Pincher Creek Emergency Services is working hard at meeting the obligation.

Sahra moved to accept this topic as information.

Carried 2013/94

## **7.0 Unfinished Business**

### **7.0 a Education Support Package**

Chief Dave Cox presented a policy and contract to the committee for their feedback and approval.

Sahra Hancock moved to add an addition to the policy that Pincher Creek Emergency Services be referred to as Committee or the Commission.

Carried 2013/95

Sahra Hancock moved that the Pincher Creek Emergency Services Committee sets annual priorities of educational support.

Carried 2013/96

Sahra Hancock moved that a revised draft of the contract be presented at the next meeting and a review of the context of this meeting be presented.

Carried 2013/97

### **7.0 b In Camera**

Sahra Hancock moved "In Camera" at 3:50 pm.

Carried 2013/98

Terry Yagos moved "Out of Camera" at 4:05 pm.

Carried 2013/99

Sahra Hancock moved that Pincher Creek Emergency Services approved the contract with the employee with the amendment of the previous motion.

Carried 2013/100

Sahra Hancock moved that Chief Dave Cox sign the contract with the employee.

Carried 2013/101

Sahra Hancock moved to use funds from account 634 and 734 to pay the tuition, and to make the tuition a budget amount in the 2014, 2015 budget and reimburse these accounts.

Carried 2013/102

## **8.0 Information Items**

### **8.0 a Commission Commitments**

There will be updates.

Sahra Hancock moved that the Pincher Creek Emergency Services Committee recommends the future Committee to meet with the Minister of Municipal Affairs.

Carried 2013/103

### **8.0 b Finance & Budget**

As part of the commission, Pincher Creek Emergency Services and Pincher Creek Community Emergency Management Agency have been both budgeted and approved through Pincher Creek Emergency Services. The finances for PCCEMA need to be amalgamated into PCES finance system before the end of the fiscal year.

Sahra Hancock moved to accept this item as information.

Carried 2013/104

## **9.0 Additional Items**

### **9.0 a Upgrade to Tender**

Chief Dave Cox would like to start the upgrade on the tractor of the tender (tanker) unit. This item was approved previously, but had been put on hold until the fire truck had been purchased.

Sahra Hancock moved to table the information to the next meeting.

Carried 2013/105

**Adjournment**

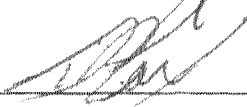
Meeting was adjourned at 4:23 pm by Don Anderberg. The next regular meeting will be on November 28, 2013 at 3:00 pm at the Fire Hall.

Carried

Approved by:  
Chairman

A handwritten signature in black ink, appearing to be 'Don Anderberg', written over a horizontal line.

Approved by:  
Chief

A handwritten signature in black ink, written over a horizontal line.

## PINCHER CREEK EMERGENCY SERVICES

Meeting Minutes  
September 26, 2013

### Opening

The regular meeting of the Pincher Creek Emergency Services was called to order at 3:04 pm on September 26, 2013 in the Pincher Creek Fire Hall by Chairperson Bjorn Berg.

<b>Present</b>	<b>MD#9</b>	Bjorn Berg, Councilor Terry Yagos, Councilor Wendy Kay, CAO
	<b>Town</b>	Sahra Hancock, Councilor Don Anderberg, Councilor Laurie Wilgosh, CAO
	<b>PCES</b>	Dave Cox, Fire Chief Tammy Jack, Recording Administrative Assistant

### 1.0 Approval of Agenda

Don Anderberg moved that the agenda be accepted.

Carried 2013/80

### 2.0 Approval of Minutes

Terry Yagos moved that the meeting minutes of August 22, 2013 be adopted.

Carried 2013/81

### 4.0 Financial

Sahra Hancock moved to accept cheque 001094 – Anderberg Sales. Don Anderberg stepped aside for this vote.

Carried 2013/82

Don Anderberg moved that the cheque register for the period of August 01 – August 31, 2013 be received as info.

Carried 2013/83

Sahra Hancock moved that the Balance Sheet as at August 31, 2013 be received as info, a copy which is attached and forms part of these minutes.

Carried 2013/84

### 5.1 Chiefs Reports

#### 5.1 a Call Sheets

Terry Yagos moved that the call sheets be received as info, a copy of which is attached and forms part of these minutes.

Carried 2013/85

## **6.0 New Business**

### **6.0 a Pincher Creek Emergency Services Commission Membership Agreement**

The PCES Commission Membership agreement has been signed. The discussion was around the transition to this membership agreement.

## **7.0 Unfinished Business**

### **7.0 a Fire Trucks**

Fire Chief Dave Cox will be doing the final inspection on October 10, 2013 in Calgary.

### **7.0 b Training Policy**

Bjorn Berg and Sahra Hancock met and discussed what the training policy should include. A contract with the employee will have to be signed.

Sahra Hancock moved to accept as information and attach to these minutes.

Carried 2013/86

Terry Yagos moved to approve the funding for the current employee in the paramedic program to a maximum of \$8,500.00 for the first year.

Carried 2013/87

### **7.0 c Ambulance Contract**

The five year contract with Alberta Health Services for ambulance service for Pincher Creek has been signed.

## **9.0 Additional Items**

### **9.0 a Request from Lundbreck Station**

Terry Yagos has been asked if they could put some sort of donation box for the water and sewer dumping station located outside the building. The committee agreed to allow this to happen.

**Adjournment**

Meeting was adjourned at 4:55 pm by Terry Yagos. The next regular meeting will be on October 24, 2013 at 3:00 pm at the Fire Hall.

Carried

Approved by:

Chairman



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Approved by:

Fire Chief



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10:03 AM  
 09/24/13  
 Accrual Basis

**Pincher Creek Emergency Services  
 Balance Sheet  
 As of August 31, 2013**

	<u>Aug 31, 13</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Chequing/Savings</b>	
100 · Fire - CIBC	677,803.04
101 · Ambulance - CIBC	204,010.98
<b>Total Chequing/Savings</b>	<u>881,814.02</u>
<b>Accounts Receivable</b>	
110 · Fire - Receivable	16,333.02
111 · Amb. - Receivable	80,414.28
<b>Total Accounts Receivable</b>	<u>96,747.30</u>
<b>Other Current Assets</b>	
130 · GST Receivable	7,534.34
132 · Receivable - Collections	7,908.33
150 · Fire - Investments	408,916.06
162 · Fire - Due From/To Fire Grant	905.88
172 · Fire - Due From Amb.	28,625.13
<b>Total Other Current Assets</b>	<u>453,889.74</u>
<b>Total Current Assets</b>	<u>1,432,451.06</u>
<b>Fixed Assets</b>	
182 · Fire - Trucks and Equip	326,292.07
183 · Amb. - Trucks & Equip	587,879.23
185 · Acc Depreciation - Fire Vehicle	-201,056.58
186 · Acc Depreciation - Amb. Vehicle	-476,993.23
187 · Acc Depreciation - Rescue Vehic	-62,775.13
188 · Fire - Rescue - Trucks & Equip	114,136.60
191 · Amb. - General Equipment	82,310.13
192 · Fire - General Equipment	166,224.23
193 · Rescue - General Equipment	50,925.82
194 · General Equipment	22,872.24
195 · Acc Depreciation - Fire General	-104,284.47
196 · Acc Depreciation - Amb. General	-49,386.07
197 · Acc Depreciation - Rescue Gen.	-21,828.56
198 · Acc Depreciation - General	-22,872.24
<b>Total Fixed Assets</b>	<u>410,444.04</u>
<b>TOTAL ASSETS</b>	<u><u>1,842,895.10</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
202 · Payable at Yearend	4,603.11
210 · Fire - Allow for Doubtful A/R	8,364.48
221 · Amb. - Due To Fire	28,625.13
230 · Fire - Payable - Wages	27,663.50
231 · Amb. - Payable - Wages	402.25
232 · Payable - Payroll Liab	17,870.15
235 · Amb. - Payable - Pension Plan	-0.01
236 · Payable - Benefits	1,988.21
<b>Total Other Current Liabilities</b>	<u>89,516.82</u>
<b>Total Current Liabilities</b>	<u>89,516.82</u>



10:03 AM  
09/24/13  
Accrual Basis

Pincher Creek Emergency Services  
**Balance Sheet**  
As of August 31, 2013

	<u>Aug 31, 13</u>
<b>Long Term Liabilities</b>	
274 · Fire - Reserve - Future Dept	275,239.34
276 · Fire - Reserve - Rescue Van	20,035.61
277 · Amb. - Reserve - Depreciation	150,022.92
279 · Amb. - Reserve - Protect Vest	13,000.00
281 · Amb. - Reserve - Equipment	28,620.00
<b>Total Long Term Liabilities</b>	<u>486,917.87</u>
<b>Total Liabilities</b>	576,434.69
<b>Equity</b>	
299 · Equity in Capital Assets	410,443.77
300 · Retained Earnings	392,763.10
Net Income	463,253.54
<b>Total Equity</b>	<u>1,266,460.41</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,842,895.10</u></u>

**Pincher Creek Emergency Services - Call-out Summary with Prior Year Comparison**

Months	Beaver Mines 2013 Fire/Rescue	Lundbreck 2013 Fire/Rescue	Fire 2012	Fire 2013	Fire False Alarms 2013	Res 2012	Res 2013	Amb 2012	Amb 2013	Tran 2012	Tran 2013	Emerg 2012	Emerg 2013	Beaver Mines 2013 Medical 1st response	Lundbreck 2013 Medical 1st response
January	0	0	4	0	0	7	1	125	91	54	37	71	54	7	0
February	2	2	3	4	1	1	4	107	121	50	53	57	68	7	1
<b>Year-to-date</b>	<b>2</b>	<b>2</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>8</b>	<b>5</b>	<b>232</b>	<b>212</b>	<b>104</b>	<b>90</b>	<b>128</b>	<b>122</b>	<b>14</b>	<b>1</b>
March	0	1	1	2	1	4	1	95	102	38	34	57	68	4	0
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>8</b>	<b>6</b>	<b>2</b>	<b>12</b>	<b>6</b>	<b>327</b>	<b>314</b>	<b>142</b>	<b>124</b>	<b>185</b>	<b>190</b>	<b>18</b>	<b>1</b>
April	3	5	7	9	3	1	11	82	105	47	47	35	58	2	4
<b>Year-to-date</b>	<b>5</b>	<b>8</b>	<b>15</b>	<b>15</b>	<b>5</b>	<b>13</b>	<b>17</b>	<b>409</b>	<b>419</b>	<b>189</b>	<b>171</b>	<b>220</b>	<b>248</b>	<b>20</b>	<b>5</b>
May	0	2	3	7	3	0	2	80	76	43	29	40	47	3	1
<b>Year-to-date</b>	<b>5</b>	<b>10</b>	<b>18</b>	<b>22</b>	<b>8</b>	<b>13</b>	<b>19</b>	<b>492</b>	<b>495</b>	<b>232</b>	<b>200</b>	<b>260</b>	<b>295</b>	<b>23</b>	<b>6</b>
June	1	2	4	6	3	3	4	89	91	54	35	45	56	2	1
<b>Year-to-date</b>	<b>6</b>	<b>12</b>	<b>22</b>	<b>28</b>	<b>11</b>	<b>16</b>	<b>23</b>	<b>591</b>	<b>586</b>	<b>286</b>	<b>235</b>	<b>305</b>	<b>351</b>	<b>25</b>	<b>7</b>
July	2	1	7	4	3	7	4	101	92	47	40	54	52	3	0
<b>Year-to-date</b>	<b>8</b>	<b>13</b>	<b>29</b>	<b>32</b>	<b>14</b>	<b>23</b>	<b>27</b>	<b>692</b>	<b>678</b>	<b>333</b>	<b>275</b>	<b>359</b>	<b>403</b>	<b>28</b>	<b>7</b>
August	2	3	12	10	5	2	5	106	94	44	25	62	69	0	2
<b>Year-to-date</b>	<b>10</b>	<b>16</b>	<b>41</b>	<b>42</b>	<b>19</b>	<b>25</b>	<b>32</b>	<b>798</b>	<b>772</b>	<b>377</b>	<b>300</b>	<b>421</b>	<b>472</b>	<b>28</b>	<b>9</b>
September	10	16	14	14	2	2	2	69	77	44	36	36	47	28	9
<b>Year-to-date</b>	<b>10</b>	<b>16</b>	<b>55</b>	<b>42</b>	<b>19</b>	<b>27</b>	<b>32</b>	<b>878</b>	<b>772</b>	<b>421</b>	<b>300</b>	<b>457</b>	<b>472</b>	<b>28</b>	<b>9</b>
October	10	16	7	7	6	6	6	104	104	44	60	60	47	28	9
<b>Year-to-date</b>	<b>10</b>	<b>16</b>	<b>62</b>	<b>42</b>	<b>19</b>	<b>33</b>	<b>32</b>	<b>982</b>	<b>772</b>	<b>465</b>	<b>300</b>	<b>517</b>	<b>472</b>	<b>28</b>	<b>9</b>
November	10	16	8	8	6	6	6	101	101	40	61	61	47	28	9
<b>Year-to-date</b>	<b>10</b>	<b>16</b>	<b>70</b>	<b>42</b>	<b>19</b>	<b>39</b>	<b>32</b>	<b>1083</b>	<b>772</b>	<b>505</b>	<b>300</b>	<b>578</b>	<b>472</b>	<b>28</b>	<b>9</b>
December	10	16	5	5	6	6	6	121	121	50	71	71	47	28	9
<b>Total Year</b>	<b>10</b>	<b>16</b>	<b>75</b>	<b>42</b>	<b>19</b>	<b>45</b>	<b>32</b>	<b>1204</b>	<b>772</b>	<b>555</b>	<b>300</b>	<b>649</b>	<b>472</b>	<b>28</b>	<b>9</b>

## PINCHER CREEK EMERGENCY SERVICES

Meeting Minutes  
August 22, 2013

### Opening

The regular meeting of the Pincher Creek Emergency Services was called to order at 3:10 pm on August 22, 2013 in the Pincher Creek Fire Hall by Chairperson Bjorn Berg.

<b>Present</b>	MD#9	Bjorn Berg, Councilor Terry Yagos, Councilor Wendy Kay, CAO - Absent
	Town	Sahra Hancock, Councilor Don Anderberg, Councilor Laurie Wilgosh, CAO
	PCES	Dave Cox, Fire Chief Tammy Jack, Recording Administrative Assistant

### 1.0 Approval of Agenda

Don Anderberg moved that the agenda be accepted.

Carried 2013/74

### 2.0 Approval of Minutes

Terry Yagos moved that the meeting minutes of July 25, 2013 be adopted.

Carried 2013/75

### 3.0 Business Arising from previous meeting

#### 3.0 a AUMA & AAMDC

No resolution to be put forward at this time.

#### 3.0 b Funding for EMS Training

Fire Chief Dave Cox has a draft contract for EMS Training in the works. Bjorn Berg and Sahra Hancock will put together a draft policy.

#### 3.0 c Alberta Health Services

The committee has reviewed and discussed the current draft of the Alberta Health Services contract. Alberta Health Services has requested a contract negotiation meeting on September 05, 2013.

#### 4.0 Financial

Sahra Hancock moved that the cheque register for the period of July 01 – July 31, 2013 be received as info.

Carried 2013/76

Terry Yagos moved that the Balance Sheet as at July 31, 2013 be received as info, a copy which is attached and forms part of these minutes.

Carried 2013/77

Sahra Hancock moved to dissolve account 275 Amb. – Reserve – Future Amb. into account 274 Fire – Reserve – Future Dept, this will then close account 274.

Carried 2013/78

#### 5.1 Chiefs Reports

##### 5.1 a Call Sheets

Don Anderberg moved that the call sheets be received as info, a copy of which is attached and forms part of these minutes.

Carried 2013/79

#### 6.0 New Business

##### 6.0 a Pumping Basement in Burmis

The discussion of the Statement of Service sent to the Municipal District of Pincher Creek No. 9 for pumping out a basement due to flooding on two different occasions.

#### 7.0 Unfinished Business

##### 7.0 a Fire Trucks

Fire Chief Dave Cox updated the Committee of the progress on the fire truck and the modifications.

#### Adjournment

Meeting was adjourned at 5:10 pm by Don Anderberg. The next regular meeting will be on September 26, 2013 at 3:00 pm at the Fire Hall.


Carried

Approved by:  
Chairman



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Approved by:  
Fire Chief



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2:16 PM  
 08/21/13  
 Accrual Basis

**Pincher Creek Emergency Services**  
**Balance Sheet**  
 As of July 31, 2013

	<u>Jul 31, 13</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Chequing/Savings</b>	
100 · Fire - CIBC	261,655.36
101 · Ambulance - CIBC	187,370.81
<b>Total Chequing/Savings</b>	<u>449,026.17</u>
<b>Accounts Receivable</b>	
110 · Fire - Receivable	12,200.00
111 · Amb. - Receivable	68,502.42
<b>Total Accounts Receivable</b>	<u>80,702.42</u>
<b>Other Current Assets</b>	
130 · GST Receivable	6,892.00
132 · Receivable - Collections	7,958.33
150 · Fire - Investments	408,916.08
162 · Fire - Due From/To Fire Grant	789.42
172 · Fire - Due From Amb.	14,978.26
<b>Total Other Current Assets</b>	<u>439,534.07</u>
<b>Total Current Assets</b>	<u>969,262.66</u>
<b>Fixed Assets</b>	
182 · Fire - Trucks and Equip	326,292.07
183 · Amb. - Trucks & Equip	587,879.23
185 · Acc Depreciation - Fire Vehicle	-201,056.58
186 · Acc Depreciation - Amb. Vehicle	-476,993.23
187 · Acc Depreciation - Rescue Vehic	-62,775.13
188 · Fire - Rescue - Trucks & Equip	114,136.60
191 · Amb. - General Equipment	82,310.13
192 · Fire - General Equipment	165,224.23
193 · Rescue - General Equipment	50,925.82
194 · General Equipment	22,872.24
195 · Acc Depreciation - Fire General	-104,284.47
196 · Acc Depreciation - Amb. General	-49,386.07
197 · Acc Depreciation - Rescue Gen.	-21,828.56
198 · Acc Depreciation - General	-22,872.24
<b>Total Fixed Assets</b>	<u>410,444.04</u>
<b>TOTAL ASSETS</b>	<u><u>1,379,706.70</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
202 · Payable at Yearend	4,603.11
210 · Fire - Allow for Doubtful A/R	8,364.48
221 · Amb. - Due To Fire	14,978.26
230 · Fire - Payable - Wages	24,273.50
231 · Amb. - Payable - Wages	418.25
232 · Payable - Payroll Liab	18,604.73
235 · Amb. - Payable - Pension Plan	-0.01
236 · Payable - Benefits	2,636.83
<b>Total Other Current Liabilities</b>	<u>73,879.15</u>
<b>Total Current Liabilities</b>	73,879.15

2:16 PM  
08/21/13  
Accrual Basis

**Pincher Creek Emergency Services**  
**Balance Sheet**  
As of July 31, 2013

	<u>Jul 31, 13</u>
<b>Long Term Liabilities</b>	
274 · Fire - Reserve - Future Dept	274,487.98
275 · Amb. - Reserve - Future Amb.	751.36
276 · Fire - Reserve - Rescue Van	20,035.61
277 · Amb. - Reserve - Depreciation	145,684.92
279 · Amb. - Reserve - Protect Vest	12,750.00
281 · Amb. - Reserve - Equipment	28,080.00
<b>Total Long Term Liabilities</b>	<u>481,789.87</u>
<b>Total Liabilities</b>	555,669.02
<b>Equity</b>	
299 · Equity in Capital Assets	410,443.77
300 · Retained Earnings	392,763.10
Net Income	20,830.81
<b>Total Equity</b>	<u>824,037.68</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,379,706.70</u></u>

**Pincher Creek Emergency Services - Call-out Summary with Prior Year Comparison**

Months	Beaver Mines 2013 Fire/Rescue	Lundbreck 2013 Fire/Rescue	Fire 2012	Fire 2013	Fire False Alarms 2013	Res 2012	Res 2013	Amb 2012	Amb 2013	Tran 2012	Tran 2013	Emerg 2012	Emerg 2013	Beaver Mines 2013 Medical 1st response	Lundbreck 2013 Medical 1st response
January	0	0	4	0	0	7	1	125	91	54	37	71	54	7	0
February	2	2	3	4	1	1	4	107	121	50	53	57	68	7	1
<b>Year-to-date</b>	<b>2</b>	<b>2</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>8</b>	<b>5</b>	<b>232</b>	<b>212</b>	<b>104</b>	<b>90</b>	<b>128</b>	<b>122</b>	<b>14</b>	<b>1</b>
March	0	1	1	2	1	4	1	95	102	39	34	57	68	4	0
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>8</b>	<b>6</b>	<b>2</b>	<b>12</b>	<b>6</b>	<b>327</b>	<b>314</b>	<b>142</b>	<b>124</b>	<b>185</b>	<b>190</b>	<b>18</b>	<b>1</b>
April	3	5	7	9	3	1	11	82	105	47	47	35	58	2	4
<b>Year-to-date</b>	<b>5</b>	<b>8</b>	<b>15</b>	<b>15</b>	<b>5</b>	<b>13</b>	<b>17</b>	<b>409</b>	<b>419</b>	<b>189</b>	<b>171</b>	<b>220</b>	<b>248</b>	<b>20</b>	<b>5</b>
May	0	2	3	7	3	0	2	83	76	43	29	40	47	3	1
<b>Year-to-date</b>	<b>5</b>	<b>10</b>	<b>18</b>	<b>22</b>	<b>8</b>	<b>13</b>	<b>19</b>	<b>492</b>	<b>495</b>	<b>232</b>	<b>200</b>	<b>260</b>	<b>295</b>	<b>23</b>	<b>6</b>
June	1	2	4	6	3	3	4	99	91	54	36	45	56	2	1
<b>Year-to-date</b>	<b>6</b>	<b>12</b>	<b>22</b>	<b>28</b>	<b>11</b>	<b>16</b>	<b>23</b>	<b>591</b>	<b>586</b>	<b>286</b>	<b>235</b>	<b>305</b>	<b>351</b>	<b>25</b>	<b>7</b>
July	2	1	7	4	3	7	4	101	92	47	40	54	52	3	0
<b>Year-to-date</b>	<b>8</b>	<b>13</b>	<b>29</b>	<b>32</b>	<b>14</b>	<b>23</b>	<b>27</b>	<b>692</b>	<b>678</b>	<b>333</b>	<b>275</b>	<b>359</b>	<b>403</b>	<b>28</b>	<b>7</b>
August	8	13	12	32	14	2	27	106	678	44	62	62	403	28	7
<b>Year-to-date</b>	<b>8</b>	<b>13</b>	<b>41</b>	<b>32</b>	<b>14</b>	<b>25</b>	<b>27</b>	<b>798</b>	<b>678</b>	<b>377</b>	<b>275</b>	<b>421</b>	<b>403</b>	<b>28</b>	<b>7</b>
September	8	13	14	32	14	2	27	80	678	44	36	36	403	28	7
<b>Year-to-date</b>	<b>8</b>	<b>13</b>	<b>55</b>	<b>32</b>	<b>14</b>	<b>27</b>	<b>27</b>	<b>878</b>	<b>678</b>	<b>421</b>	<b>275</b>	<b>457</b>	<b>403</b>	<b>28</b>	<b>7</b>
October	8	13	7	32	14	8	27	104	678	44	60	60	403	28	7
<b>Year-to-date</b>	<b>8</b>	<b>13</b>	<b>62</b>	<b>32</b>	<b>14</b>	<b>33</b>	<b>27</b>	<b>982</b>	<b>678</b>	<b>465</b>	<b>275</b>	<b>517</b>	<b>403</b>	<b>28</b>	<b>7</b>
November	8	13	8	32	14	6	27	101	678	40	61	61	403	28	7
<b>Year-to-date</b>	<b>8</b>	<b>13</b>	<b>70</b>	<b>32</b>	<b>14</b>	<b>39</b>	<b>27</b>	<b>1083</b>	<b>678</b>	<b>505</b>	<b>275</b>	<b>578</b>	<b>403</b>	<b>28</b>	<b>7</b>
December	8	13	5	32	14	6	27	121	678	80	71	71	403	28	7
<b>Total Year</b>	<b>8</b>	<b>13</b>	<b>75</b>	<b>32</b>	<b>14</b>	<b>45</b>	<b>27</b>	<b>1204</b>	<b>678</b>	<b>555</b>	<b>275</b>	<b>649</b>	<b>403</b>	<b>28</b>	<b>7</b>

## PINCHER CREEK EMERGENCY SERVICES

Meeting Minutes  
July 25, 2013

### Opening

The regular meeting of the Pincher Creek Emergency Services was called to order at 3:05 pm on July 25, 2013 in the Pincher Creek Fire Hall by Chairperson Bjorn Berg.

<b>Present</b>	MD#9	Bjorn Berg, Councilor Terry Yagos, Councilor Wendy Kay, CAO
	Town	Sahra Hancock, Councilor Don Anderberg, Councilor - Absent Laurie Wilgosh, CAO
	PCES	Dave Cox, Fire Chief Tammy Jack, Recording Administrative Assistant

### 1.0 Approval of Agenda

Terry Yagos moved that the agenda be accepted.

Carried 2013/64

### 2.0 Approval of Minutes

Sahra Hancock moved that the meeting minutes of June 27, 2013 be adopted.

Carried 2013/65

### 3.0 Business Arising from previous meeting

#### 3.0 a AUMA & AAMDC

The deadline for submitting a resolution to AUMA & AAMDC was June 30, 2013. The Committee is considering submitting a late resolution to be added to the AUMA & AAMDC agenda.

Terry Yagos moved to table this item until the next meeting.

Carried 2013/66

### 4.0 Financial

Sahra Hancock moved that the cheque register for the period of June 01 – June 30, 2013 be received as info.

Carried 2013/67

Terry Yagos moved that the Balance Sheet as at June 30, 2013 be received as info, a copy which is attached and forms part of these minutes.

Carried 2013/68

### 5.1 Chiefs Reports

#### 5.1 a Call Sheets

Terry Yagos moved that the call sheets be received as info, a copy of which is attached and forms part of these minutes.

Carried 2013/69



## **6.0 New Business**

### **6.0 a Funding for EMS Training**

There are members of this department that have applied for a paramedic program and Fire Chief Dave Cox would like to assist in the funding of the program.

Sahra Hancock moved to table this topic pending a policy and draft of the contract until next meeting.

Carried 2013/70

### **6.0 b. Capital Purchase - Trailer**

Beaver Mines Fire Brigade has fundraised to purchase a Kubota side-by-side. A trailer needs to be purchased to transport this unit when needed.

Terry Yagos moved to purchase the trailer for the Kubota side-by-side using funds from account 100 to a cost of no more than \$10,000.00. The purchase is then transferred into capital after purchase.

Carried 2013/71

## **7.0 Unfinished Business**

### **7.0 a Agreement to Establish Pincher Creek Emergency Services Commission**

Chairperson Bjorn Berg presented a draft of the agreement to the Committee for review and discussion.

### **7.0 b Fire Trucks**

Fire Chief Dave Cox presented the quotes for the new fire truck from Wholesale Fire & Rescue. There is a bit of a dollar value discrepancy due to the exchange rate of the US dollar.

Sahra Hancock moved to go ahead with the fire truck purchase with the current exchange rate.

Carried 2013/72

## **8.0 Information Items**

### **8.0 a Alberta Health Services**

Tabled until the next meeting

## **9.0 Additional Items**

### **9.0 a Back Country Response – Helicopter Contract**

Fire Chief Dave Cox would like to pursue a contract with a local helicopter service for back country rescue.

Sahra Hancock moved for Fire Chief Dave Cox to bring information on helicopter assistance in the back country to the next meeting.

Carried 2013/73

**Adjournment**

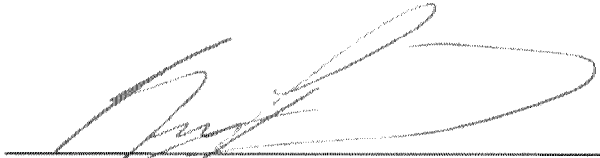
Meeting was adjourned at 5:07 pm by Terry Yagos. The next regular meeting will be on August 22, 2013 at 3:00 pm at the Fire Hall.

A Special Meeting will be on August 13, 2013 from 9:00 am - 12:00 pm at the MD Office.

Carried

Approved by:


Chairman



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Approved by:

Fire Chief



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11:08 AM  
 07/23/13  
 Accrual Basis

**Pincher Creek Emergency Services**  
**Balance Sheet**  
 As of June 30, 2013

	<u>Jun 30, 13</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Chequing/Savings</b>	
100 · Fire - CIBC	210,533.60
101 · Ambulance - CIBC	161,462.78
<b>Total Chequing/Savings</b>	<u>371,996.38</u>
<b>Accounts Receivable</b>	
110 · Fire - Receivable	19,419.33
111 · Amb. - Receivable	73,689.21
<b>Total Accounts Receivable</b>	<u>93,108.54</u>
<b>Other Current Assets</b>	
130 · GST Receivable	6,338.04
132 · Receivable - Collections	7,958.33
150 · Fire - Investments	408,916.06
162 · Fire - Due From/To Fire Grant	740.74
170 · Undeposited Funds	1,203.78
172 · Fire - Due From Amb.	7,578.97
<b>Total Other Current Assets</b>	<u>432,735.92</u>
<b>Total Current Assets</b>	897,840.84
<b>Fixed Assets</b>	
182 · Fire - Trucks and Equip	326,292.07
183 · Amb. - Trucks & Equip	587,879.23
185 · Acc Depreciation - Fire Vehicle	-201,056.58
186 · Acc Depreciation - Amb. Vehicle	-476,993.23
187 · Acc Depreciation - Rescue Vehic	-62,775.13
188 · Fire - Rescue - Trucks & Equip	114,136.60
191 · Amb. - General Equipment	82,310.13
192 · Fire - General Equipment	165,224.23
193 · Rescue - General Equipment	50,925.82
194 · General Equipment	22,872.24
195 · Acc Depreciation - Fire General	-104,284.47
196 · Acc Depreciation - Amb. General	-49,386.07
197 · Acc Depreciation - Rescue Gen.	-21,828.56
198 · Acc Depreciation - General	-22,872.24
<b>Total Fixed Assets</b>	<u>410,444.04</u>
<b>TOTAL ASSETS</b>	<u><u>1,308,284.88</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
202 · Payable at Yearend	4,603.11
210 · Fire - Allow for Doubtful A/R	8,364.48
221 · Amb. - Due To Fire	7,578.97
230 · Fire - Payable - Wages	20,854.50
231 · Amb. - Payable - Wages	418.25
232 · Payable - Payroll Liab	18,109.92
235 · Amb. - Payable - Pension Plan	207.80
236 · Payable - Benefits	2,611.55
<b>Total Other Current Liabilities</b>	<u>62,748.58</u>
<b>Total Current Liabilities</b>	62,748.58

11:08 AM  
07/23/13  
Accrual Basis

Pincher Creek Emergency Services  
Balance Sheet  
As of June 30, 2013

	<u>Jun 30, 13</u>
<b>Long Term Liabilities</b>	
274 - Fire - Reserve - Future Dept	274,487.98
275 - Amb. - Reserve - Future Amb.	751.36
276 - Fire - Reserve - Rescue Van	20,035.61
277 - Amb. - Reserve - Depreciation	139,979.92
279 - Amb. - Reserve - Protect Vest	12,500.00
281 - Amb. - Reserve - Equipment	27,540.00
<b>Total Long Term Liabilities</b>	<u>475,294.87</u>
<b>Total Liabilities</b>	538,043.45
<b>Equity</b>	
299 - Equity in Capital Assets	410,443.77
300 - Retained Earnings	392,776.54
Net Income	<u>-32,978.88</u>
<b>Total Equity</b>	<u>770,241.43</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,308,284.88</u></u>

**Pincher Creek Emergency Services - Call-out Summary with Prior Year Comparison**

Months	Beaver Mines 2013 Fire/Rescue	Lundbreck 2013 Fire/Rescue	Fire 2012	Fire 2013	Fire False Alarms 2013	Res 2012	Res 2013	Amb 2012	Amb 2013	Tran 2012	Tran 2013	Emerg 2012	Emerg 2013	Beaver Mines 2013 Medical 1st response	Lundbreck 2013 Medical 1st response
January	0	0	4	0	0	7	1	125	91	54	37	71	54		0
February	2	2	3	4	1	1	4	107	121	50	53	57	68		1
<b>Year-to-date</b>	<b>2</b>	<b>2</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>8</b>	<b>5</b>	<b>232</b>	<b>212</b>	<b>104</b>	<b>90</b>	<b>128</b>	<b>122</b>	<b>14</b>	<b>1</b>
March	0	1	1	2	1	4	1	95	102	38	34	57	68		0
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>8</b>	<b>6</b>	<b>2</b>	<b>12</b>	<b>6</b>	<b>327</b>	<b>314</b>	<b>142</b>	<b>124</b>	<b>185</b>	<b>190</b>	<b>18</b>	<b>1</b>
April	3	5	7	9	3	1	11	82	105	47	47	35	58		4
<b>Year-to-date</b>	<b>5</b>	<b>8</b>	<b>15</b>	<b>15</b>	<b>5</b>	<b>13</b>	<b>17</b>	<b>409</b>	<b>419</b>	<b>189</b>	<b>171</b>	<b>220</b>	<b>248</b>	<b>20</b>	<b>5</b>
May	0	2	3	7	3	0	2	83	76	43	29	40	47		1
<b>Year-to-date</b>	<b>5</b>	<b>10</b>	<b>18</b>	<b>22</b>	<b>8</b>	<b>13</b>	<b>19</b>	<b>492</b>	<b>495</b>	<b>232</b>	<b>200</b>	<b>260</b>	<b>295</b>	<b>23</b>	<b>6</b>
June	1	2	4	6	3	3	4	99	91	54	35	45	56		1
<b>Year-to-date</b>	<b>6</b>	<b>12</b>	<b>22</b>	<b>28</b>	<b>11</b>	<b>16</b>	<b>23</b>	<b>591</b>	<b>586</b>	<b>286</b>	<b>235</b>	<b>305</b>	<b>351</b>	<b>25</b>	<b>7</b>
July	6	12	29	28	11	7	23	101	101	47	235	359	351		7
<b>Year-to-date</b>	<b>6</b>	<b>12</b>	<b>29</b>	<b>28</b>	<b>11</b>	<b>23</b>	<b>23</b>	<b>692</b>	<b>586</b>	<b>333</b>	<b>235</b>	<b>359</b>	<b>351</b>	<b>25</b>	<b>7</b>
August	6	12	41	28	11	2	23	106	106	44	235	421	351		7
<b>Year-to-date</b>	<b>6</b>	<b>12</b>	<b>41</b>	<b>28</b>	<b>11</b>	<b>25</b>	<b>23</b>	<b>798</b>	<b>586</b>	<b>377</b>	<b>235</b>	<b>421</b>	<b>351</b>	<b>25</b>	<b>7</b>
September	6	12	55	28	11	2	23	80	80	44	235	457	351		7
<b>Year-to-date</b>	<b>6</b>	<b>12</b>	<b>55</b>	<b>28</b>	<b>11</b>	<b>27</b>	<b>23</b>	<b>878</b>	<b>586</b>	<b>421</b>	<b>235</b>	<b>457</b>	<b>351</b>	<b>25</b>	<b>7</b>
October	6	12	62	28	11	6	23	104	104	44	235	60	351		7
<b>Year-to-date</b>	<b>6</b>	<b>12</b>	<b>62</b>	<b>28</b>	<b>11</b>	<b>33</b>	<b>23</b>	<b>982</b>	<b>586</b>	<b>465</b>	<b>235</b>	<b>517</b>	<b>351</b>	<b>25</b>	<b>7</b>
November	6	12	70	28	11	6	23	101	101	40	235	61	351		7
<b>Year-to-date</b>	<b>6</b>	<b>12</b>	<b>70</b>	<b>28</b>	<b>11</b>	<b>39</b>	<b>23</b>	<b>1083</b>	<b>586</b>	<b>505</b>	<b>235</b>	<b>578</b>	<b>351</b>	<b>25</b>	<b>7</b>
December			5			6		121		50		71			
<b>Total Year</b>	<b>6</b>	<b>12</b>	<b>75</b>	<b>28</b>	<b>11</b>	<b>45</b>	<b>23</b>	<b>1204</b>	<b>586</b>	<b>555</b>	<b>235</b>	<b>649</b>	<b>351</b>	<b>26</b>	<b>7</b>

## PINCHER CREEK EMERGENCY SERVICES

Meeting Minutes  
June 27, 2013

### Opening

The regular meeting of the Pincher Creek Emergency Services was called to order at 3:06 pm on June 27, 2013 in the Pincher Creek Fire Hall by Chairperson Bjorn Berg.

<b>Present</b>	MD#9	Bjorn Berg, Councilor Terry Yagos, Councilor Wendy Kay, CAO
	Town	Sahra Hancock, Councilor Don Anderberg, Councilor Laurie Wilgosh, CAO
	PCES	Dave Cox, Fire Chief Tammy Jack, Recording Administrative Assistant

### 1.0 Approval of Agenda

Terry Yagos moved that the agenda be accepted.

Carried 2013/51

### 2.0 Approval of Minutes

Don Anderberg moved that the meeting minutes of May 23, 2013 be adopted.

Carried 2013/52

Sahra Hancock moved that the minutes of the special meeting of June 10, 2013 be adopted.

Carried 2013/53

Sahra Hancock moved that the minutes of the special meeting of June 17, 2013 be adopted.

Carried 2013/54

### 4.0 Financial

Sahra Hancock moved that the cheque register for the period of May 01 – May 31, 2013 be received as info.

Carried 2013/55

Terry Yagos moved that the Balance Sheet as at May 31, 2013 be received as info, a copy which is attached and forms part of these minutes.

Carried 2013/56

The Committee discussed the offset income to the motion 2013/45 made at the last meeting. There was no budgeted revenue discussed to offset the budgeted expense indicated in account number 605.

Sahra moved that the Pincher Creek Emergency Services Committee agrees to transfer \$80,000.00 from Reserve Account "Fire Reserve - Future Dept" line 274 to the 2013 Operating Budget.

Carried 2013/57

## **5.1 Chiefs Reports**

### **5.1 a. Call Sheets**

Terry Yagos moved that the call sheets be received as info, a copy of which is attached and forms part of these minutes.

Carried 2013/58

## **5.1 Chiefs Reports**

### **5.1 b. Response in PCES during flood warning**

There were two incidents where Pincher Creek Emergency Services were called for flooding issues. A house with a flooded basement and a lady who was stranded in her house due to a flash flood from the creek that ran by her house.

## **6.0 a. AUMA & AAMDC**

Sahra Hancock brought this topic forward for the upcoming meeting with AUMA & AAMDC about medical first response, integrated fire services and dispatch consolidation. A resolution has to be submitted by June 30, 2013 from the respective councils.

Sahra Hancock moved to table this topic.

Carried 2013/59

## **6.0 b. Dispatch Meeting**

Members of the committee attended a meeting with the MLA Greg Weedik in Lethbridge about the dispatching of Emergency Services. A meeting with Tom in Lethbridge will be set up in the future.

## **7.0 a. AHS Contract Extension / Meeting Dates**

Fire Chief Dave Cox is looking for meeting dates available from the Committee members in order to meet with Alberta Health Services about the contract.

## **7.0 b. RFP for the Fire Trucks**

The RFP for two fire trucks has been posted by Fire Chief Dave Cox. Fort Macleod and Pincher Creek will be reviewing the quotes when the RFP ends on July 04, 2013.

## **7.0 c. Draft Emergency Services Commission Membership Agreement - Legal**

BrownLee should have the Draft Emergency Services Commission Membership Agreement ready for review next week.

**7.0 d. Draft Commission Bylaws No 1 & 2**

There needs to be a couple changes made to bylaw no. 1.

- the name of the organization
- the chief's title.

When these changes have been made, the bylaws will be submitted to Ki Su of Municipal Affairs.

Sahra Hancock moved the Pincher Creek Emergency Services Committee direct Bjorn Berg to communicate with Municipal Affairs indicating our desire to be involved in drafting the commission formation regulations.

Carried 2013/60

**9.0 a. In Camera - Personnel**

Terry Yagos moved "In Camera" at 4:43 pm.

Carried 2013/61

Terry Yagos moved "Out of Camera" at 5:10 pm.

Carried 2013/62

Terry Yagos moved to provide a wage increase as per the "mean value" included in the 2013 AAMDC/AMSC Salary Survey for Protective Services – Fire Chief.

Carried 2013/63

**Adjournment**

Meeting was adjourned at 5:14 pm by Terry Yagos. The next regular meeting will be on July 25, 2013 at 3:00 pm at the Fire Hall.

Carried

Approved by:

Chairman

Approved by:

Fire Chief



12:51 PM  
 06/25/13  
 Accrual Basis

**Pincher Creek Emergency Services**  
**Balance Sheet**  
 As of May 31, 2013

	<u>May 31, 13</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Chequing/Savings</b>	
100 · Fire - CIBC	223,942.59
101 · Ambulance - CIBC	118,535.86
<b>Total Chequing/Savings</b>	<u>342,478.45</u>
<b>Accounts Receivable</b>	
110 · Fire - Receivable	28,219.33
111 · Amb. - Receivable	72,368.84
<b>Total Accounts Receivable</b>	<u>100,588.17</u>
<b>Other Current Assets</b>	
130 · GST Receivable	5,638.54
132 · Receivable - Collections	8,249.48
150 · Fire - Investments	408,916.06
162 · Fire - Due From/To Fire Grant	673.49
170 · Undeposited Funds	1,186.20
172 · Fire - Due From Amb.	-23,160.50
<b>Total Other Current Assets</b>	<u>401,503.27</u>
<b>Total Current Assets</b>	<u>844,568.89</u>
<b>Fixed Assets</b>	
182 · Fire - Trucks and Equip	326,292.07
183 · Amb. - Trucks & Equip	587,879.23
185 · Acc Depreciation - Fire Vehicle	-201,056.58
186 · Acc Depreciation - Amb. Vehicle	-476,993.23
187 · Acc Depreciation - Rescue Vehic	-62,775.13
188 · Fire - Rescue - Trucks & Equip	114,136.80
191 · Amb. - General Equipment	82,310.13
192 · Fire - General Equipment	165,224.23
193 · Rescue - General Equipment	50,925.82
194 · General Equipment	22,872.24
195 · Acc Depreciation - Fire General	-104,284.47
196 · Acc Depreciation - Amb. General	-49,386.07
197 · Acc Depreciation - Rescue Gen.	-21,828.56
198 · Acc Depreciation - General	-22,872.24
<b>Total Fixed Assets</b>	<u>410,444.04</u>
<b>TOTAL ASSETS</b>	<u><u>1,255,013.93</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
202 · Payable at Yearend	4,603.11
210 · Fire - Allow for Doubtful A/R	8,364.48
221 · Amb. - Due To Fire	-23,160.50
230 · Fire - Payable - Wages	18,666.50
231 · Amb. - Payable - Wages	1,535.25
232 · Payable - Payroll Liab	19,211.15
235 · Amb. - Payable - Pension Plan	207.80
236 · Payable - MD Benefits	2,586.27
<b>Total Other Current Liabilities</b>	<u>32,014.06</u>
<b>Total Current Liabilities</b>	<u>32,014.06</u>

12:51 PM  
06/25/13  
Accrual Basis

Pincher Creek Emergency Services  
Balance Sheet  
As of May 31, 2013

	<u>May 31, 13</u>
<b>Long Term Liabilities</b>	
274 · Fire - Reserve - Future Dept	274,487.98
275 · Amb. - Reserve - Future Amb.	751.36
276 · Fire - Reserve - Rescue Van	20,035.61
277 · Amb. - Reserve - Depreciation	135,540.42
279 · Amb. - Reserve - Protect Vest	12,250.00
281 · Amb. - Reserve - Equipment	27,000.00
<b>Total Long Term Liabilities</b>	<u>470,065.37</u>
<b>Total Liabilities</b>	502,079.43
<b>Equity</b>	
299 · Equity in Capital Assets	410,443.77
300 · Retained Earnings	392,776.54
Net Income	-50,265.81
<b>Total Equity</b>	<u>752,934.50</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,255,013.93</u></u>

**Pincher Creek Emergency Services - Call-out Summary with Prior Year Comparison**

Months	Beaver Mines 2013 Fire/Rescue	Lundbreck 2013 Fire/Rescue	Fire 2012	Fire 2013	Fire False Alarms 2013	Res 2012	Res 2013	Amb 2012	Amb 2013	Tran 2012	Tran 2013	Emerg 2012	Emerg 2013	Beaver Mines 2013 Medical 1st response	Lundbreck 2013 Medical 1st response
January	0	0	4	0	0	7	1	125	91	54	37	71	54	7	0
February	2	2	3	4	1	1	4	107	121	50	53	57	68	7	1
<b>Year-to-date</b>	<b>2</b>	<b>2</b>	<b>7</b>	<b>4</b>	<b>1</b>	<b>8</b>	<b>5</b>	<b>232</b>	<b>212</b>	<b>104</b>	<b>90</b>	<b>128</b>	<b>122</b>	<b>14</b>	<b>1</b>
March	0	1	1	2	1	4	1	95	102	36	34	57	68	4	0
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>8</b>	<b>6</b>	<b>2</b>	<b>12</b>	<b>6</b>	<b>327</b>	<b>314</b>	<b>142</b>	<b>124</b>	<b>185</b>	<b>190</b>	<b>18</b>	<b>1</b>
April	3	5	7	9	3	1	11	82	105	47	47	35	58	2	4
<b>Year-to-date</b>	<b>5</b>	<b>8</b>	<b>15</b>	<b>15</b>	<b>5</b>	<b>13</b>	<b>17</b>	<b>409</b>	<b>419</b>	<b>189</b>	<b>171</b>	<b>220</b>	<b>248</b>	<b>20</b>	<b>5</b>
May	0	2	3	7	3	0	2	83	76	43	29	40	47	3	1
<b>Year-to-date</b>	<b>5</b>	<b>10</b>	<b>18</b>	<b>22</b>	<b>8</b>	<b>13</b>	<b>19</b>	<b>492</b>	<b>495</b>	<b>232</b>	<b>200</b>	<b>260</b>	<b>295</b>	<b>23</b>	<b>6</b>
June			4			3	3	99	54	54		45			
<b>Year-to-date</b>	<b>5</b>	<b>10</b>	<b>22</b>	<b>22</b>	<b>8</b>	<b>16</b>	<b>19</b>	<b>591</b>	<b>495</b>	<b>286</b>	<b>200</b>	<b>305</b>	<b>295</b>	<b>23</b>	<b>6</b>
July			7			7	7	101	47	47		54			
<b>Year-to-date</b>	<b>5</b>	<b>10</b>	<b>29</b>	<b>22</b>	<b>8</b>	<b>23</b>	<b>19</b>	<b>692</b>	<b>495</b>	<b>333</b>	<b>200</b>	<b>359</b>	<b>295</b>	<b>23</b>	<b>6</b>
August			12			2	2	106	62	62		62			
<b>Year-to-date</b>	<b>5</b>	<b>10</b>	<b>41</b>	<b>22</b>	<b>8</b>	<b>25</b>	<b>19</b>	<b>798</b>	<b>495</b>	<b>377</b>	<b>200</b>	<b>421</b>	<b>295</b>	<b>23</b>	<b>6</b>
September			14			2	2	80	44	44		36			
<b>Year-to-date</b>	<b>5</b>	<b>10</b>	<b>55</b>	<b>22</b>	<b>8</b>	<b>27</b>	<b>19</b>	<b>878</b>	<b>495</b>	<b>421</b>	<b>200</b>	<b>457</b>	<b>295</b>	<b>23</b>	<b>6</b>
October			7			6	6	104	60	60		60			
<b>Year-to-date</b>	<b>5</b>	<b>10</b>	<b>62</b>	<b>22</b>	<b>8</b>	<b>33</b>	<b>19</b>	<b>982</b>	<b>495</b>	<b>465</b>	<b>200</b>	<b>517</b>	<b>295</b>	<b>23</b>	<b>6</b>
November			8			6	6	101	40	40		61			
<b>Year-to-date</b>	<b>5</b>	<b>10</b>	<b>70</b>	<b>22</b>	<b>8</b>	<b>39</b>	<b>19</b>	<b>1083</b>	<b>495</b>	<b>505</b>	<b>200</b>	<b>578</b>	<b>295</b>	<b>23</b>	<b>6</b>
December			5			6	6	121	50	50		71			
<b>Total Year</b>	<b>5</b>	<b>10</b>	<b>75</b>	<b>22</b>	<b>8</b>	<b>45</b>	<b>19</b>	<b>1204</b>	<b>495</b>	<b>555</b>	<b>200</b>	<b>649</b>	<b>295</b>	<b>23</b>	<b>6</b>

**PINCHER CREEK EMERGENCY SERVICES COMMITTEE**

**SPECIAL MEETING**

MINUTES

MEETING DATE: June 17, 2013

CALL TO ORDER: 9:00 am

LOCATION: MD Council Chambers

ATTENDANCE: Bjorn Berg, Chair; Sahra Hancock; Don Anderberg; Laurie Wilgosh; Wendy Kay; Dave Cox, Chief

**1.0 REVIEW OF DRAFT MEMBERSHIP AGREEMENT/LEASE SCHEDULE FOR PCES COMMISSION**

General discussion, reviewing edits and suggestions for amendments. The lease schedule was devised under the scenario that the title for the properties would be held entirely by the municipality in which the facility resides. That issue was resolved in discussions between the MD and the Town to the effect that title would transfer to the Commission and easements would be placed by the municipalities to consider their interests. All representatives agreed to these conditions, however the draft did not reflect it. Information regarding a title designated as "fee simple defeasible" was discussed as an alternative to easements.

Consensus was to complete the edits and formatting to provide a draft prior to the next Council meeting.

The Committee listed available dates to have a legal representative in person... week of June 24 preferred, before the next regularly scheduled PCES Committee meeting.

**2.0 RFP ON FIRE TRUCK PURCHASE**

Previous arrangements with an RFP arranged by Nanton have fallen through. Emergent issue requires an immediate resolution.

**MOTION**

Don Anderberg

That the Chief be directed to prepare and RFP for fire trucks for Pincher Creek and Fort Macleod.

Carried

### 3.0 AHS CONTRACT

AHS has asked for a meeting but has not forwarded us a draft contract. They have requested additional items and an implementation plan under the existing contract. This contract expires in 2 weeks or so.

#### MOTION

Sahra Hancock

That the Committee ask AHS for a contract extension and set a meeting date to discuss existing and draft ambulance contracts.

Carried

### 4.0 ADJOURNMENT

MOTION: Sahra Hancock

That the Special Meeting be adjourned the time being 12:35 pm

Carried

10:42 AM

05/22/13

Accrual Basis

**Pincher Creek Emergency Services**  
**Balance Sheet**  
 As of April 30, 2013

	<u>Apr 30, 13</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Chequing/Savings</b>	
100 - Fire - CIBC	247,568.81
101 - Ambulance - CIBC	123,777.85
<b>Total Chequing/Savings</b>	<u>371,346.56</u>
<b>Accounts Receivable</b>	
110 - Fire - Receivable	14,619.33
111 - Amb. - Receivable	74,659.75
<b>Total Accounts Receivable</b>	<u>89,279.08</u>
<b>Other Current Assets</b>	
130 - GST Receivable	4,686.45
132 - Receivable - Collections	8,240.48
150 - Fire - Investments	408,916.08
162 - Fire - Due From/To Fire Grant	647.81
170 - Undeposited Funds	1,024.88
172 - Fire - Due From Amb.	8,825.40
<b>Total Other Current Assets</b>	<u>432,350.08</u>
<b>Total Current Assets</b>	<u>892,975.72</u>
<b>Fixed Assets</b>	
182 - Fire - Trucks and Equip	326,292.07
183 - Amb. - Trucks & Equip	587,878.23
185 - Acc Depreciation - Fire Vehicle	-201,056.58
186 - Acc Depreciation - Amb. Vehicle	-476,983.23
187 - Acc Depreciation - Rescue Vehicle	-62,775.13
188 - Fire - Rescue - Trucks & Equip	114,136.80
191 - Amb. - General Equipment	82,310.13
192 - Fire - General Equipment	166,224.23
193 - Rescue - General Equipment	50,825.82
194 - General Equipment	22,872.24
195 - Acc Depreciation - Fire General	-104,284.47
196 - Acc Depreciation - Amb. General	-49,386.07
197 - Acc Depreciation - Rescue Gen.	-21,628.58
198 - Acc Depreciation - General	-22,872.24
<b>Total Fixed Assets</b>	<u>410,444.04</u>
<b>TOTAL ASSETS</b>	<u><u>1,303,419.76</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
202 - Payable at Yearend	4,603.11
210 - Fire - Allow for Doubtful A/R	8,364.48
221 - Amb. - Due To Fire	8,825.40
230 - Fire - Payable - Wages	15,685.50
231 - Amb. - Payable - Wages	1,622.75
232 - Payable - Payroll Liab	15,961.66
235 - Amb. - Payable - Pension Plan	207.80
236 - Payable - MD Benefits	2,560.99
<b>Total Other Current Liabilities</b>	<u>57,751.69</u>
<b>Total Current Liabilities</b>	<u>57,751.69</u>

Placher Creek Emergency Services - Call-out Summary with Prior Year Comparison

Months	Emergency Missions 2013 Staff/Response	Landbreck 2013 Fire/Response	Fire 2013	Fire 2012	Fire False Alarms 2013	Res 2013	Res 2012	Amb 2013	Amb 2012	Tren 2013	Tren 2012	Emergency 2013	Emergency 2012	Badger Missions 2013 Medical Int response	Landbreck 2013 Medical Int response
January	0	0	2	2	0	1	1	11	12	0	0	11	11	0	0
February	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Year-to-date	0	0	2	2	0	1	1	11	12	0	0	11	11	0	0
March	0	0	1	1	0	0	0	33	33	0	0	33	33	0	0
Year-to-date	0	0	3	3	0	1	1	44	45	0	0	44	44	0	0
April	0	0	0	0	0	0	0	37	37	0	0	37	37	0	0
Year-to-date	0	0	3	3	0	1	1	81	82	0	0	81	81	0	0
May	0	0	0	0	0	0	0	49	49	0	0	49	49	0	0
Year-to-date	0	0	3	3	0	1	1	130	131	0	0	130	130	0	0
June	0	0	0	0	0	0	0	48	48	0	0	48	48	0	0
Year-to-date	0	0	3	3	0	1	1	178	179	0	0	178	178	0	0
July	0	0	0	0	0	0	0	48	48	0	0	48	48	0	0
Year-to-date	0	0	3	3	0	1	1	226	227	0	0	226	226	0	0
August	0	0	0	0	0	0	0	49	49	0	0	49	49	0	0
Year-to-date	0	0	3	3	0	1	1	275	276	0	0	275	275	0	0
September	0	0	0	0	0	0	0	48	48	0	0	48	48	0	0
Year-to-date	0	0	3	3	0	1	1	323	324	0	0	323	323	0	0
October	0	0	0	0	0	0	0	47	47	0	0	47	47	0	0
Year-to-date	0	0	3	3	0	1	1	370	371	0	0	370	370	0	0
November	0	0	0	0	0	0	0	49	49	0	0	49	49	0	0
Year-to-date	0	0	3	3	0	1	1	419	420	0	0	419	419	0	0
December	0	0	0	0	0	0	0	49	49	0	0	49	49	0	0
Total Year	0	0	3	3	0	1	1	419	420	0	0	419	419	0	0

**PINCHER CREEK EMERGENCY SERVICES COMMITTEE**

**SPECIAL MEETING**

MINUTES

MEETING DATE: June 10, 2013

CALL TO ORDER: 9:00 am

ATTENDANCE: Bjorn Berg, Chair; Terry Yagos; Sahra Hancock; Don Anderberg; Laurie Wilgosh; Wendy Kay; Dave Cox, Chief

LOCATION: MD Council Chambers

**1.0 REVIEW OF DRAFT MEMBERSHIP AGREEMENT FOR PCES COMMISSION**

General discussion, reviewing edits and suggestions for amendments to the Membership Agreement draft supplied by the lawyer. Suggestions were noted in the online draft for revision before the next meeting.

**2.0 INSURANCE ISSUES**

General discussion on liabilities, plans and coverage split between Town and MD.

**3.0 DISPATCH SERVICES QUESTIONNAIRE**

A questionnaire was received from the Government of Alberta with the stipulation that only one be completed for each municipality. The deadline for submission is before the regular committee meeting. The committee went through the questionnaire and provided answers for both the MD and Town

**4.0 LEASE AGREEMENT SCHEDULE FOR PCES COMMISSION & AHS CONTRACT**

The committee agreed to postpone further discussion on these items until the next meeting

**5.0 DATE OF NEXT MEETING**

MOTION Sahra Hancock

That the next Special Meeting be held June 17 2013, 9:00 am

Carried

**6.0 ADJOURNMENT**

The Chair declared the meeting adjourned at 1:45 pm.



## PINCHER CREEK EMERGENCY SERVICES

Meeting Minutes  
May 23, 2013

### Opening

The regular meeting of the Pincher Creek Emergency Services was called to order at 3:02 pm on May 23, 2013 in the Pincher Creek Fire Hall by Chairperson Bjorn Berg.

<b>Present</b>	<b>MD#9</b>	Bjorn Berg, Councilor Terry Yagos, Councilor
	<b>Town</b>	Sahra Hancock, Councilor Don Anderberg, Councilor -- Absent Lorne Jackson, Councilor
	<b>PCES</b>	Dave Cox, Fire Chief Tammy Jack, Recording Administrative Assistant

### Approval of Agenda

Sahra Hancock moved that the agenda as amended be accepted.

Carried 2013/38

### Approval of Minutes

Terry Yagos moved that the meeting minutes of April 25, 2013 be adopted.

Carried 2013/39

### Financial

Sahra Hancock moved that the cheque register for the period of April 01 -- April 30, 2013 be received as info.

Carried 2013/40

Terry Yagos moved that the Balance Sheet as at April 30, 2013 be received as info, a copy which is attached and forms part of these minutes.

Carried 2013/41

### Call Sheets

Sahra Hancock moved that the call sheets be received as info, a copy of which is attached and forms part of these minutes.

Carried 2013/42

### **Invoices for Commission – Legal and Consultants**

Legal and Consultant expenses for the Commission were not part of the Operation Budget for Pincher Creek Emergency Services. Due to the invoices being paid by Pincher Creek Emergency Services a budgeted expense account should be created for these expenses.

Sahra Hancock moved to amend the 2013 Operational Budget account 605 to \$20,000.00.

Carried 2013/43

Sahra Hancock moved to rescind the previous motion.

Carried 2013/44

Sahra Hancock moved to amend the 2013 Operational Budget account 605 to be renamed "Commission Set-up" and increase the budget to \$80,000.00.

Carried 2013/45

Lorne Jackson moved to request a final invoice from the commission consultants.

Carried 2013/46

### **Sale of Boat**

Fire Chief Dave Cox and a committee member have been approached about the boat Pincher Creek Emergency Services owns, the person is interested in purchasing the boat.

Sahra Hancock moved to inform the interested party that the boat is not for sale.

Carried 2013/47

### **Meeting with MLA**

Committee members are meeting with the MLA of Friday May 30, 2013 from 2:15 – 2:45 pm. Other meetings have been scheduled throughout Alberta with Greg Weadick, the Associate Minister of Municipal Affairs, and a second meeting with him was scheduled but then later cancelled.

### **Truck Purchase Update**

An amendment to the original RFP was unable to be done for the purchase of a fire truck. A new PFR will have to be drawn up to include three fire trucks, one for Pincher Creek Emergency Services, and two for other Fire Departments.

Lorne Jackson moved that we proceed with the purchase but continue to have it coordinated through one of the other participating municipalities.

Carried 2013/48

### **Consistent Title for Organization**

For legal purposes, the Committee had the discussion for a consistent title for the organization.

Terry Yagos moved to use the title of "Pincher Creek Emergency Services Commission"

Carried 2013/49

**Consistent Title for Chief**

Because Fire Chief Dave Cox is the leader/manager of PCES & PCEMA, the Committee had the discussion for a consistent title for the Chief.

Terry Yagos moved to use the title of "Chief of Emergency Services" for Dave Cox.  
Carried 2013/50

Wendy Kay, CAO from the MD of Pincher Creek and Laurie Wilgosh, CAO from the Town of Pincher Creek arrived at around 4:00 pm.

**Commission Process and Editing Bylaw (Legal)**

Wendy Kay, CAO from the MD of Pincher Creek and Laurie Wilgosh, CAO from the Town of Pincher Creek attended this portion of the meeting to discuss how the Town and MD of Pincher Creek's current bylaws will be affected by the commission.

The commission process has not been clearly stated by Municipal Affairs, so at this point it will be one step at a time

**AHS Performa Review**

Pincher Creek Emergency Services is still waiting for the written contract.

**Adjournment**

Meeting was adjourned at 5:17 pm by Lorne Jackson. The next regular meeting will be on June 27, 2013 at 3:00 pm at the Fire Hall. A special meeting will be on June 10, 2013 at 09:00 am at the Municipal District of Pincher Creek council chambers.

Carried

Approved by:  
Chairman

Approved by:  
Fire Chief

## PINCHER CREEK EMERGENCY SERVICES

Meeting Minutes  
April 25, 2013

### Opening

The regular meeting of the Pincher Creek Emergency Services was called to order at 3:02 pm on April 25, 2013 in the Pincher Creek Fire Hall by Vice Chair person Sahra Hancock.

Present	MD#9	Bjorn Berg, Councilor - absent Terry Yagos, Councilor Rodney Cyr, Councilor
	Town	Sahra Hancock, Councilor Don Anderberg, Councilor
	PCES	Dave Cox, Fire Chief Tammy Jack, Recording Administrative Assistant

### Approval of Agenda

Don Anderberg moved that the agenda as amended be accepted.

Carried 2013/31

### Approval of Minutes

Terry Yagos moved that the meeting minutes of March 28, 2013 be adopted.

Carried 2013/32

### Financial

Don Anderberg moved that the cheque register for the period of March 01 – March 31, 2013 be received as info.

Carried 2013/33

Don Anderberg moved that the Balance Sheet as at March 31, 2013 be received as info, a copy which is attached and forms part of these minutes.

Carried 2013/34

### Call Sheets

Terry Yagos moved that the call sheets be received as info, a copy of which is attached and forms part of these minutes.

Carried 2013/35

**PCES 2012 Year End Audit - KPMG**

Darek Taylor from KPMG presented the 2012 yearend audit to the Committee.

Terry Yagos moved to accept the Audit Findings Report for the year ending December 31, 2012 as information.

Carried 2013/36

Don Anderberg moved to accept the financial report for the Pincher Creek Emergency Services year ending December 31, 2012.

Carried 2013/37

**Commission Documents**

Documents have been moving back and forth between the Fire Chief Dave Cox/contractors and Brown Lee LLP. Fire Chief Dave Cox is hopeful that a draft copy will be available to the committee and Municipal Affairs around the 1<sup>st</sup> of May. The process of the commission is still within the predicted timeline.

**AHS Performa Review**

Fire Chief Dave Cox distributed the AHS Performa to the Committee for review. A conference call is scheduled for Monday April 29, 2013 at 9:00 am at the MD Office.

**Truck Purchase Update**

The RFP through the Municipality of Willow Creek may still be useable with a revision to the original. Hopefully this issue will be sorted out next week and a purchase will be made by June 2013.

**Adjournment**

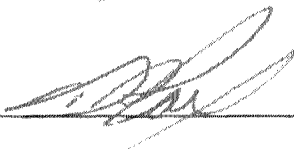
Meeting was adjourned at 4:42 pm by Rodney Cyr. The next regular meeting will be on May 23, 2013 at 3:00 pm at the Fire Hall.

Carried

Approved by:  
Vice Chairman

  
\_\_\_\_\_

Approved by:  
Fire Chief

  
\_\_\_\_\_

3:23 PM  
 04/24/13  
 Accrual Basis

**Pincher Creek Emergency Services  
 Balance Sheet  
 As of March 31, 2013**

	<u>Mar 31, 13</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Chequing/Savings</b>	
100 · Fire - CIBC	237,081.90
101 · Ambulance - CIBC	<u>109,963.98</u>
<b>Total Chequing/Savings</b>	347,045.88
<b>Accounts Receivable</b>	
110 · Fire - Receivable	21,921.57
111 · Amb. - Receivable	<u>77,223.44</u>
<b>Total Accounts Receivable</b>	99,145.01
<b>Other Current Assets</b>	
130 · GST Receivable	2,936.37
132 · Receivable - Collections	9,978.07
150 · Fire - Investments	406,050.50
162 · Fire - Due From/To Fire Grant	581.79
170 · Undeposited Funds	66.37
172 · Fire - Due From Amb.	<u>3,628.17</u>
<b>Total Other Current Assets</b>	<u>423,241.27</u>
<b>Total Current Assets</b>	869,432.16
<b>Fixed Assets</b>	
182 · Fire - Trucks and Equip	357,466.07
183 · Amb. - Trucks & Equip	587,879.23
185 · Acc Depreciation - Fire Vehicle	-182,111.13
186 · Acc Depreciation - Amb. Vehicle	-421,936.83
187 · Acc Depreciation - Rescue Vehic	-57,068.30
188 · Fire - Rescue - Trucks & Equip	114,136.60
191 · Amb. - General Equipment	82,310.13
192 · Fire - General Equipment	134,050.23
193 · Rescue - General Equipment	50,925.82
194 · General Equipment	22,872.24
195 · Acc Depreciation - Fire General	-94,899.44
196 · Acc Depreciation - Amb. General	-41,155.06
197 · Acc Depreciation - Rescue Gen.	-17,522.52
198 · Acc Depreciation - General	<u>-22,872.24</u>
<b>Total Fixed Assets</b>	<u>512,074.80</u>
<b>TOTAL ASSETS</b>	<u><u>1,381,506.96</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
210 · Fire - Allow for Doubtful A/R	9,956.23
221 · Amb. - Due To Fire	3,628.17
230 · Fire - Payable - Wages	8,927.50
231 · Amb. - Payable - Wages	247.50
232 · Payable - Payroll Liab	16,757.95
234 · Fire - Payable - Pension Plan	394.17
235 · Amb. - Payable - Pension Plan	1,647.65
236 · Payable - MD Benefits	<u>2,560.99</u>
<b>Total Other Current Liabilities</b>	<u>44,120.16</u>
<b>Total Current Liabilities</b>	44,120.16

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04/24/13

Accrual Basis

**Pincher Creek Emergency Services**  
**Balance Sheet**  
As of March 31, 2013

	<u>Mar 31, 13</u>
<b>Long Term Liabilities</b>	
274 · Fire - Reserve - Future Dept	265,837.98
275 · Amb. - Reserve - Future Amb.	751.36
276 · Fire - Reserve - Rescue Van	28,685.61
277 · Amb. - Reserve - Depreciation	121,100.92
279 · Amb. - Reserve - Protect Vest	11,750.00
281 · Amb. - Reserve - Equipment	25,920.00
<b>Total Long Term Liabilities</b>	<u>454,045.87</u>
<b>Total Liabilities</b>	498,166.03
<b>Equity</b>	
299 · Equity in Capital Assets	573,146.56
300 · Retained Earnings	333,553.90
Net Income	-23,359.53
<b>Total Equity</b>	<u>883,340.93</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,381,506.96</u></u>

**Pincher Creek Emergency Services - Call-out Summary with Prior Year Comparison**

Months	Beaver Mines 2013 Fire/Rescue	Lundbreck 2013 Fire/Rescue	Fire 2012	Fire 2012	Fire 2012	Fire False Alarms 2013	Res 2012	Res 2013	Amb 2012	Amb 2013	Tran 2012	Tran 2013	Emerg 2012	Emerg 2013	Beaver Mines 2013 Medical 1st response	Lundbreck 2013 Medical 1st response
January	0	0	4	0	0	0	7	1	125	91	54	37	71	54	7	0
February	2	2	3	4	4	1	1	4	107	121	50	53	57	68	7	1
<b>Year-to-date</b>	<b>2</b>	<b>2</b>	<b>7</b>	<b>4</b>	<b>4</b>	<b>1</b>	<b>8</b>	<b>5</b>	<b>232</b>	<b>212</b>	<b>104</b>	<b>90</b>	<b>128</b>	<b>122</b>	<b>14</b>	<b>1</b>
March	0	1	1	2	2	1	4	1	95	102	38	34	57	68	4	0
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>8</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>12</b>	<b>6</b>	<b>327</b>	<b>314</b>	<b>142</b>	<b>124</b>	<b>185</b>	<b>190</b>	<b>18</b>	<b>1</b>
April	2	3	7	6	6	2	1	6	82	82	47	47	35	47	18	1
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>15</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>13</b>	<b>6</b>	<b>409</b>	<b>314</b>	<b>189</b>	<b>124</b>	<b>220</b>	<b>190</b>	<b>18</b>	<b>1</b>
May	2	3	3	6	6	2	0	6	83	83	43	43	40	43	18	1
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>18</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>13</b>	<b>6</b>	<b>492</b>	<b>314</b>	<b>232</b>	<b>124</b>	<b>260</b>	<b>190</b>	<b>18</b>	<b>1</b>
June	2	3	4	6	6	2	3	6	99	99	54	54	45	45	18	1
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>22</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>16</b>	<b>6</b>	<b>591</b>	<b>314</b>	<b>286</b>	<b>124</b>	<b>305</b>	<b>190</b>	<b>18</b>	<b>1</b>
July	2	3	7	6	6	2	7	6	101	101	47	47	54	54	18	1
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>29</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>23</b>	<b>6</b>	<b>692</b>	<b>314</b>	<b>333</b>	<b>124</b>	<b>359</b>	<b>190</b>	<b>18</b>	<b>1</b>
August	2	3	12	6	6	2	2	6	106	106	44	44	62	62	18	1
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>41</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>25</b>	<b>6</b>	<b>798</b>	<b>314</b>	<b>377</b>	<b>124</b>	<b>421</b>	<b>190</b>	<b>18</b>	<b>1</b>
September	2	3	14	6	6	2	2	6	80	80	44	44	36	36	18	1
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>55</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>27</b>	<b>6</b>	<b>878</b>	<b>314</b>	<b>421</b>	<b>124</b>	<b>457</b>	<b>190</b>	<b>18</b>	<b>1</b>
October	2	3	7	6	6	2	8	6	104	104	44	44	60	60	18	1
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>62</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>33</b>	<b>6</b>	<b>982</b>	<b>314</b>	<b>465</b>	<b>124</b>	<b>517</b>	<b>190</b>	<b>18</b>	<b>1</b>
November	2	3	8	6	6	2	6	6	101	101	40	40	61	61	18	1
<b>Year-to-date</b>	<b>2</b>	<b>3</b>	<b>70</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>39</b>	<b>6</b>	<b>1083</b>	<b>314</b>	<b>505</b>	<b>124</b>	<b>578</b>	<b>190</b>	<b>18</b>	<b>1</b>
December	2	3	5	6	6	2	6	6	121	121	50	50	71	71	18	1
<b>Total Year</b>	<b>2</b>	<b>3</b>	<b>75</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>45</b>	<b>6</b>	<b>1204</b>	<b>314</b>	<b>555</b>	<b>124</b>	<b>649</b>	<b>190</b>	<b>18</b>	<b>1</b>