

**AGENDA
COUNCIL MEETING
MUNICIPAL DISTRICT OF PINCHER CREEK
May 27, 2014**

Immediately following Public Hearing for Bylaw 1251-14

- A. ADOPTION OF AGENDA
- B. DELEGATIONS
- (1) Livingstone Range Recreation Park Society – Willow Valley School’s 100 Year Celebration
 - Letter from Livingstone Range Recreation Park Society, dated May 14, 2014
 - (2) Chinook Area Land Users Association (CALUA)
 - Email from CALUA, dated May 11, 2014
- C. MINUTES
- (1) Council Meeting Minutes – May 13, 2014
- D. UNFINISHED BUSINESS
- (1) Waterton Biosphere Reserve
 - Email from Waterton Biosphere Reserve, dated April 29, 2014
 - (2) Patton Park
 - Letter from Dennis Olson, dated May 6, 2014
 - (3) Statement of Cash Position
 - Month ending April 2014
 - (4) Castle Mountain
 - Draft Resolution
- E. CHIEF ADMINISTRATOR’S REPORTS
- (1) **Operations**
 - a) Southern Alberta Grazing School for Woman Sponsorship
 - Report from Director of Operations, dated May 12, 2014
 - b) Improvements to Unimproved Road Right-Of-Way – RR 30-3
 - Report from Director of Operations, dated May 20, 2014
 - c) Landfill Incinerator Project
 - Report from Director of Operations, dated May 12, 2014
 - d) Cowley Lundbreck Regional Water System Agreements
 - Report from Director of Operations, dated May 14, 2014
 - e) Operations Report
 - Report from Director of Operations, dated May 21, 2014
 - f) Bridge Abutment Slope Repairs and Other Work – For Information
 - Letter from WSP, dated May 16, 2014
 - (2) **Planning and Development**
 - (3) **Finance and Administration**
 - (4) **Municipal**
 - a) CAO Report
 - Report from CAO, dated May 22, 2014
- F. CORRESPONDENCE
- (1) **Action Required**
 - a) 2014 Pincher Creek Rodeo Parade
 - Invitation from Chamber of Commerce, received May 12, 2014
 - (2) **For Information**
 - a) 2014 Energize Workshop
 - Letter from Alberta Tourism, Parks and Recreation, dated May 7, 2014

G. COMMITTEE REPORTS / DIVISIONAL CONCERNS

Councillor Grant McNab – Division 1

Councillor Fred Schoening – Division 2

Councillor Garry Marchuk – Division 3

Reeve Brian Hammond - Division 4

Councillor Terry Yagos – Division 5

H. IN-CAMERA

(1) Property

I. NEW BUSINESS

J. ADJOURNMENT

May 14, 2014

Municipal District of Pincher Creek
ATTENTION: REEVE and COUNCIL

RE: FUNDING/ASSISTANCE - CENTENNIAL CELEBRATIONS -
WILLOW VALLEY SCHOOL HOUSE

Attached, please find several copies of our Email invitation. Our purpose in bringing this to your attention is not only to alert you to the date, but to highlight the determination of our committee in marking this amazing milestone with a celebration of the highest quality.

Today we wish to make a funding request. But firstly, please be assured that we are also working diligently to find additional avenues to fund our event (eg: donations of "Silent Auction" items from local retailers as well as our own membership, in-kind donations for "Picnic Lunch", children's activities, Time Capsule, etc.). We are expecting good representation from past students who have not been here for many years. As many of those guests will be seniors, and/or have travelled long distances, it is our intention to make the weekend as cost-free to its participants as possible (purchase of Saturday's Roast Beef dinner is the only fixed fee). We have a well-thought-out budget, and are sure that we can do a quality job with this one further request of Council:

RE: SUNDAY BRUNCH: (based on 175 people)

- ✓ Pancakes, eggs, meats, pastries and beverages
 - Quotes for this meal are: \$8.50 ea. (including tableware)
 - Therefore, event cost is \$ **1,487.50**
 - (Our committee will cover costs of set up, table coverings, etc.)

As to further participation by Reeve and Council, we are requesting representation at the Saturday opening ceremonies in particular, including a short address. At that time, we will dedicate the installation of our commemorative signage. (We'll get back to you on times, etc.)

In the near future, a blanket invitation will be presented to Reeve and Council in thanks for your support, not only of this particular event, but for your continuing commitment to our schoolhouse and community.

Attached please find a more detailed representation of the weekend's event schedule.

Thank you,
Livingstone Range Recreation Park Society



Pat Nowlin
Director, and
Chairman, Centennial Committee

FRIDAY MEET and GREET:

At this point we will have set up:

- Several large tents for shelter from the sun and inclement weather (& 'potties', of course!)
- Tables and chairs for our guests' convenience
- Parking facilities
- Centennial Commemorative Signage placed and ready for dedication on Saturday
- "kitchen" trailer (from Landfill)
- Children's activities station (for Saturday)
- Today's "Welcome" snack of beverages and *home-baked sweets*
- Inside Schoolhouse:
 - ✓ Guest Book to be signed by all
 - ✓ Pictorial displays covering the last 100 years
 - ✓ "Welcome" registration packets (incl. Centennial Souvenir)
 - ✓ Display tables for "Silent Auction" items (Saturday)
 - ✓ Display tables for "County Fair Market" (local crafts and goods) – (Saturday)
 - ✓ and our very special Commemorative book, compiled from memories, pictures, events and facts gleaned over the past 2 years by one of our citizens, and bound into a priceless volume.

SATURDAY:

Beginning 10:00AM – 11:00AM: horse-drawn wagon ride from parking areas to schoolhouse

- **10:30** – gathering of guests
- **11:00** – **Formal presentations:**
 - ✓ Ringing of bell
 - ✓ Children's skit: to typify the start of a school day in 1914
 - ✓ Formal addresses: Reeve/Council, and an Education representative, and other?
 - ✓ Dedication of commemorative sign
 - ✓ Dedication of memorial bench?? (yet to be OK'd by Council)
 - ✓ Time to socialize
- Picnic Lunch (free to all)
- Book launch and Time Capsule – short formal introduction/dedication
- Time to socialize, visit the displays, Market and Book tables
- Children's time begins, with old-fashioned games and treats, as well as participation in creating items for inclusion in the "Time Capsule"

5:00PM

- Roast Beef Dinner (pre-sold tickets)

EVENING – Mix and Mingle - until the last guest leaves . . .

- Local music, jam session, Cowboy Poetry, open mike

SUNDAY:

10:00AM - Cowboy Church Service

11:00 AM – BRUNCH and Goodbyes – with a few words from Reeve and Council??

May 19, 2014

To the Council of the Municipal District of Pincher Creek #9

On behalf of the family of the late Steve and Rosy Sekella, we are seeking approval to install a park bench in memory of our parents and grandparents on the Willow Valley school grounds.

The Sekella families have deep roots within Willow Valley, celebrating their own family centennial in Willow Valley just last year (2013). Born in 1924, Steve Sekella was raised in the Valley where he remained for all of his 82 years. In 1950, Steve married his bride Rosy (Navratil) and moved her to the Valley. They settled at the heart of Willow Valley (SW36-09-03 W5) in 1953, where they raised their family and farmed happily until 2006.

With so many years of warm memories in Willow Valley, including celebrations at the Willow Valley School house and grounds as well as the ice rink that once stood on the grounds, we feel the grounds would be an excellent place for the commemorative bench. It would be our honor to have the bench in place and 'unveiled' at the Willow Valley Centennial Festivities scheduled on the Willow Valley School grounds September 5 – 7, 2014.

The bench selected by the family is described as a heritage cedar recycled plastic bench with aluminum frame (as seen below). The bench will be between 5' or 6' long. The color of the bench will be cedar color slats with a green or black frame. A commemorative tribute may be engraved (with letters 2" - 3" height) on the recycled cedar slats or a plaque with a commemorative tribute may be added to the bench. The family has not 100% confirmed the exact tribute or style of tribute, however we will seek approval from the Willow Valley community prior to finalizing the tribute. Our desired location to place the commemorative bench is near the creek crossing/bridge SW of the schoolhouse. We will ensure the bench is installed according to the manufactures recommendations for a permanent in ground mount.



After careful consideration, we are acting on the following guidelines:

- Maintenance free bench (5' – 6' long)
- Heavy duty and properly secured
- Location not to interfere with ground maintenance.

Budget allocated is \$2,000.00, which includes:

- Cost of bench
- Shipping
- Installation

Commemorative bench description:

- Environmentally friendly, cedar recycled plastic slats and a powder-coated, heavy-duty cast aluminum frame is securely braced with length and width supports. (Approx weight of 148 lbs.)
- Premium recycled plastic does not need to be sealed, painted or stained and will not rot. A UV protectant used in the dyeing process ensures the beauty of the bench for years.
- Heavy-duty zinc-coated hardware ensures that bolts and screws will not need maintenance or replacement.

Should the municipality have any input regarding color, location and installation requirements, we welcome your feed back. It is our intent to ensure that all requirements are met to complete this project as well as to ensure the bench will be in place for an undetermined number of years for future generations of friends, family and neighbors to enjoy. We would also like to reassure you that we will be consulting with the Willow Valley community to ensure that they are in favor of our request as well.

Thank you for your considerations and we look forward to your response.

Warm regards,

Sekella family

Person of contact:

Shona Sekella – Daughter in law
(403) 628-2059

Lillian Peake – Daughter
(403) 329-3597

**WILLOW VALLEY SCHOOL
1914-2014**

Because you or your family have contributed to the heritage
and prosperity of this community;
we, the current friends and neighbours of Willow Valley School,
invite you to "join our family under the big tent" for Centennial Festivities.

September 5th, 6th and 7th, 2014

Laughter. . . . Memories and Fun, Fun, Fun!

FRIDAY:

4 to 7 pm MEET & GREET at Willow Valley School (refreshments & baking)

SATURDAY:

10:30 am WELCOME and Opening Ceremonies

Noon PICNIC LUNCH - (provided)

1 to 5 pm Country Fair, Silent Auction, Book Launch**, Children's games, and more

5 pm ROAST BEEF DINNER

Evening MIX & MINGLE - Music, Open Mike, Jam Session (bring your instruments)

SUNDAY:

10 am Willow Valley COWBOY CHURCH Service

11 am BRUNCH - (provided), wind up AND GOODBYES

** Our very special COMMEMORATIVE book will be available for sale

Some self-contained, dry camping is available. Please let us know if you need a spot to camp.
If you would like contact information for local accommodations, we'd be happy to send you a list.
BYOC - for your own comfort, may we suggest you bring your favourite lawn chair?

**Tickets for Saturday's delicious beef dinner, for logistical reasons, require pre-purchase.
Thank you for your understanding. Please mail to the address listed below.**

Price per person: Adults: \$15 Kids 7 to 12: \$7.50 kids 6 & under: no charge.

Please make cheques payable to "Livingstone Range Recreation Park Society" and mail c/o
PO Box 221 Lundbreck, AB T0K 1H0

YOUR ATTENDANCE WILL MAKE THE DAY SO VERY SPECIAL - HOPING TO SEE YOU THEN.

Please RSVP by August 1st: (with exact number of guests attending)

Pat Nowlin
(403) 628-3600

patnowlin@gmail.com

OR Wendy Davies
(403) 628-2894

soapgal@shaw.ca

OR Shona Sekella
(403) 628-2059

MDInfo

From: Pat Nowlin <patnowlin@gmail.com>
Sent: Wednesday, May 21, 2014 1:34 PM
To: MDInfo
Subject: Fwd: WV School Centennial Sign
Attachments: image.jpeg

----- Forwarded message -----

From: **Ericka Nichols** <erickanicholsusacan@gmail.com>
Date: Wed, May 21, 2014 at 1:18 PM
Subject: Re: WV School Centennial Sign
To: Pat & Everret Nowlin <patnowlin@gmail.com>

Hello! below is the photo again. Please make sure that MD knows that we are doing a similar sign, but NOT the same sign.

Hope you have a great day!
Ericka

Sent from my iPad.

Begin forwarded message:

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>>

>>

>> Sent from my iPad.

>>

>>>

100 Year Kenning

2009



Ashvale School

Hillsboro Summerview

Tanner Tennessee Waldron

MDInfo

From: Anne Stevick <stevick@toughcountry.net>
Sent: Sunday, May 11, 2014 3:46 PM
To: MDInfo
Subject: Fw: Presentation to MD of Pincher Creek - 27 May 2014
Attachments: SRB - MD presentation - 20140427 - final.pdf

Wendy Kay, CAO, MD of Pincher Creek # 9

Enclosed is a pdf copy of the presentation that Chinook Area Land Users Association will present to the MD Council on May 27th, 2014. Vice President of CALUA, Stephan Blum, will do the presentation. There may be several members of CALUA present to observe the presentation.

Thanks for time on the agenda.

Anne Stevick
CALUA President

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

From: Stephan Blum
To: 'Anne Stevick'
Cc: Pia Blum [Whitefox] ; johnstonlois8@gmail.com
Sent: Sunday, May 11, 2014 10:31 AM
Subject: Presentation to MD of Pincher Creek - 27 May 2014

Hi Anne

Please find attached the pdf version of the presentation to the MD of Pincher Creek. It won't be a problem for me to go through it in 10 minutes.

Please let me know if you have any comments or would like me to make changes.

Thanks
Stephan

From: Anne Stevick [mailto:stevick@toughcountry.net]
Sent: May-10-14 9:27
To: Stephan Blum; Pia Blum [Whitefox]
Subject: Thanks

Hi Stephan and Pia;

So good to see you two last night at the meeting, hope you made it home alright. Thanks Stephan for asking the question that you did last night; it was exactly the question I would have asked only I would not have worded it as well.

I just wanted to remind you to send your presentation to me so I can forward it to the MD on Monday. Thanks for doing that Stephan.

Anne

Council of the MD of Pincher Creek

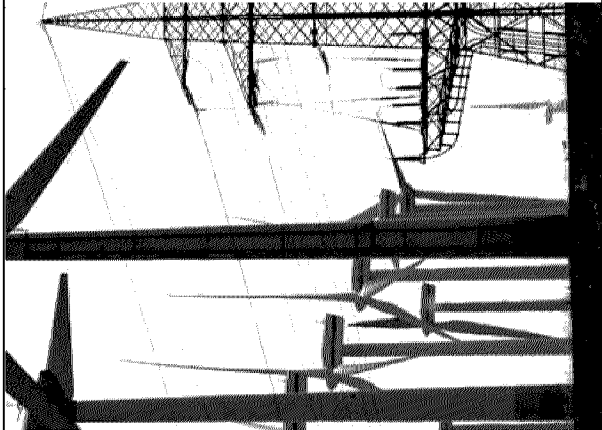
May 27, 2014

Stephan R. Blum, Ph.D., P.Eng., VP CALUA

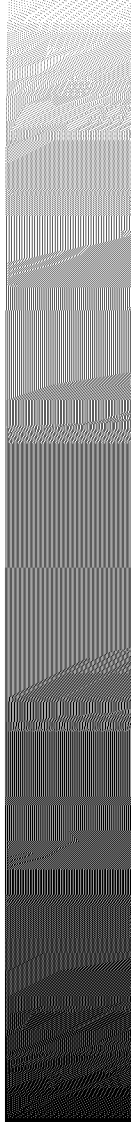
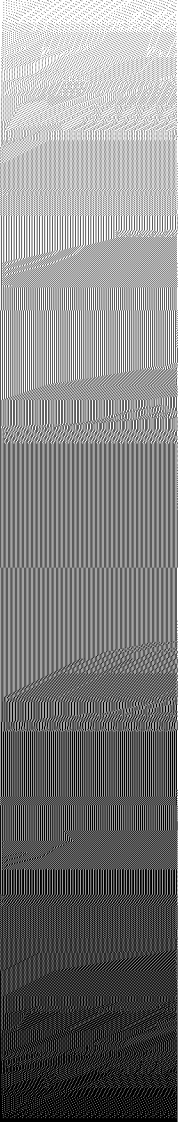
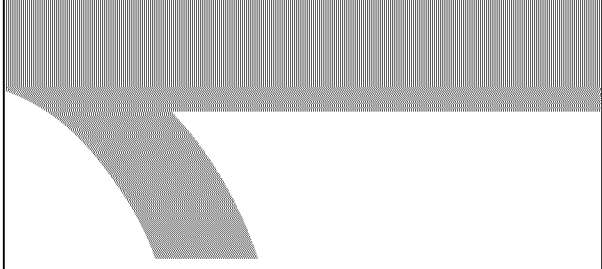


A G E N D A

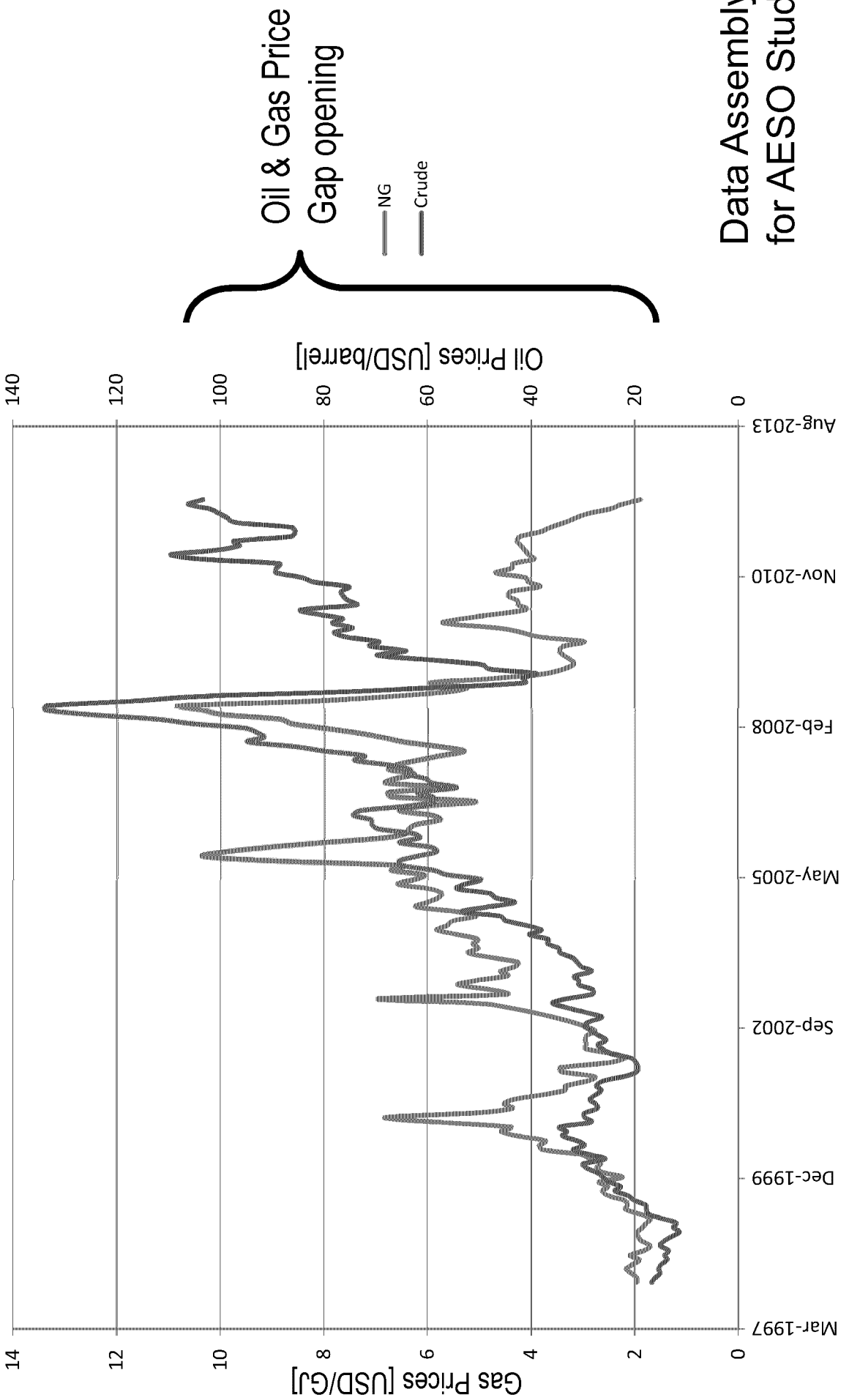
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- 1 Oil vs Gas**
 - 2 Wind Efficiency**
 - 3 Footprint**
 - 4 Wind Players**
 - 5 Trends**
 - 6 Land Devaluation**
 - 7 Wind Queue**
 - 8 Conclusions, Concerns**



Oil vs Gas



Historical digression of North American Oil & Gas Prices



Data Assembly
for AESO Study

The barrel of oil equivalent (BOE) is a unit of energy based on the approximate energy released by burning one barrel (42 U.S. gallons or 159 litres) of crude oil.

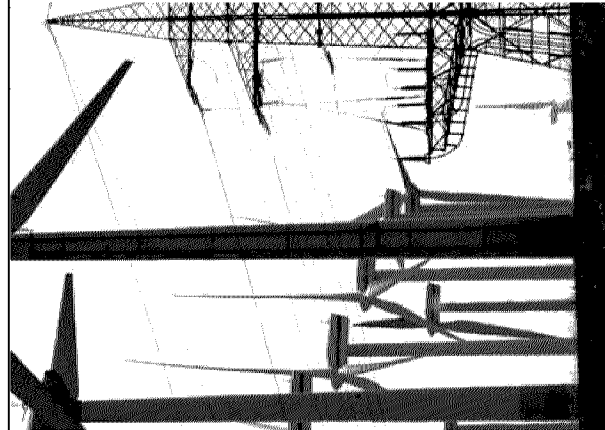
US IRS: 1 barrel of oil is equivalent to 6.1 GJ.

- Oil Price: 95 C\$ per barrel = 15.57 C\$ / GJ
- Gas Price: 3.92 C\$ / GJ

Oil is currently 4 times more expensive than Gas.



With the growth in shale gas exploitation, natural gas will be cheap for the foreseeable future.



Wind Efficiency

2

TABLE 5
Wind Generation Statistics

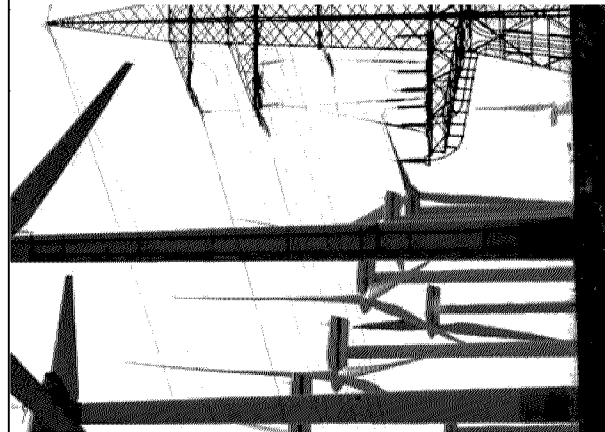
Year	2008	2009	2010	2011	2012
Average Hourly Capacity Factor (%)	35.3	32.9	27.9	33.0	31.2
Maximum Hourly Capacity Factor (%)	97.8	95.1	97.3	87.6	91.2
Installed Wind Capacity (at year end) (MW)	497	563	777	865	1,087
Total Wind Generation (GWh)	1,539	1,503	1,552	2,323	2,574
Wind Generation as a per cent of Total Energy (All) (%)	2.20	2.15	2.16	3.16	3.41
Wind Capacity Factor during Annual Peak Demand (%)	12	3	0	13	66

Reconciliation

8,760 hrs per year

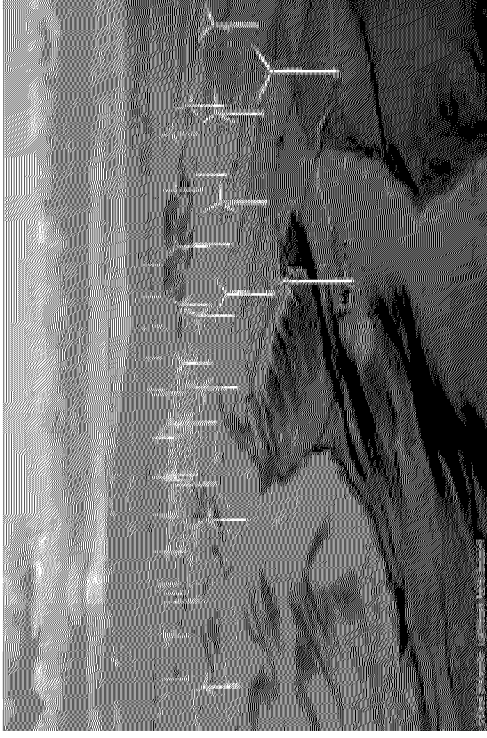
1,087 MW * 8,760 hrs / year = 9,522 GWh / year

2,574/9,522 = 27%



Footprint

3

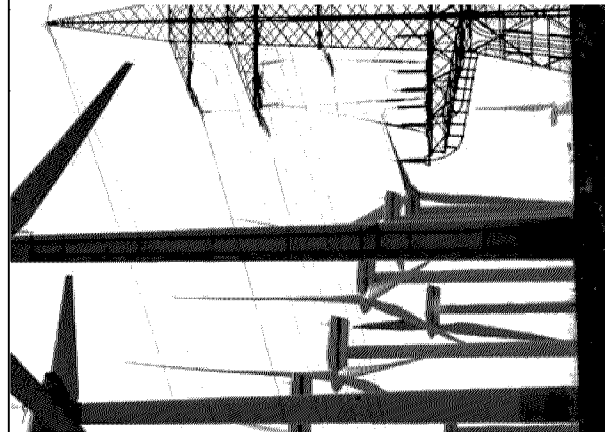


- Wind Farm
- 15 turbines per 1,000 acres
- 67 acres / wind turbine
- 500 kW of power per turbine (33% capacity factor)
- 67 acres / 0.5 MW = 134 acres per MW

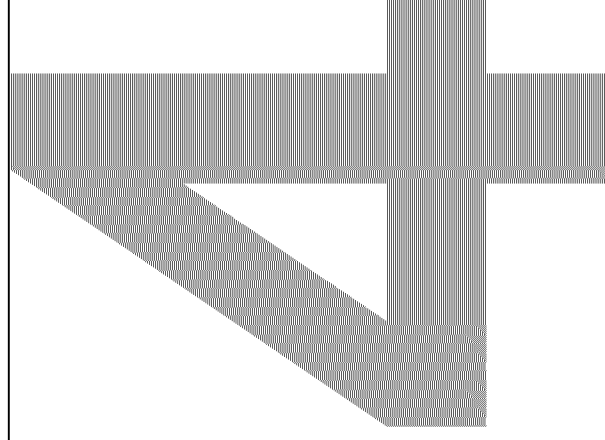


- Shepard Gas Plant
- 60 acres / 800 MW = 0.075 acres per MW

➔ Wind farm footprint per MW is 1,750 times higher than NG plant



→ Wind Players

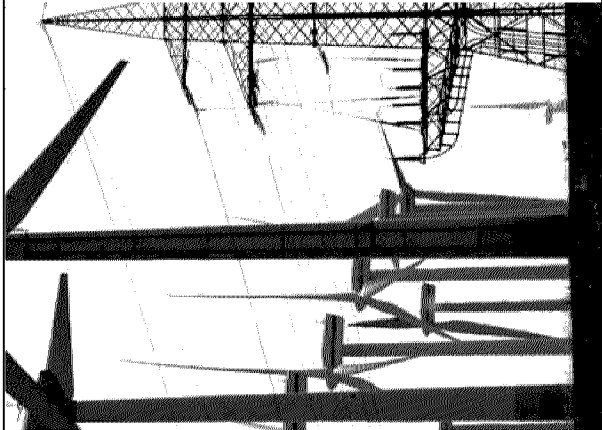


The Top Ten of Wind Power

1	Vestas, Denmark:	14.8%
2	Sinovel, China:	11.1%
3	GE Wind, USA:	9.6%
4	Goldwind, China:	9.5%
5	Enercon, Germany:	7.2%
6	Suzlon, India:	6.9%
7	Dongfang, China:	6.7%
8	Gamesa, Spain:	6.6%
9	Siemens, Germany	5.9%
10	United Power, China	4.2%



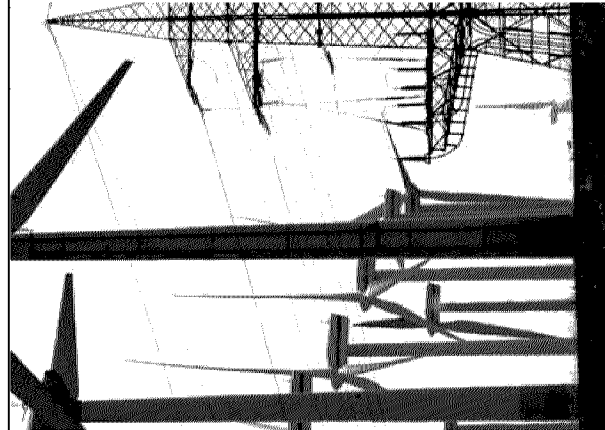
None of the 10 large players is a Canadian company, i.e. from a manufacturing perspective Canada is not benefitting from the wind energy sector.



Trends

50

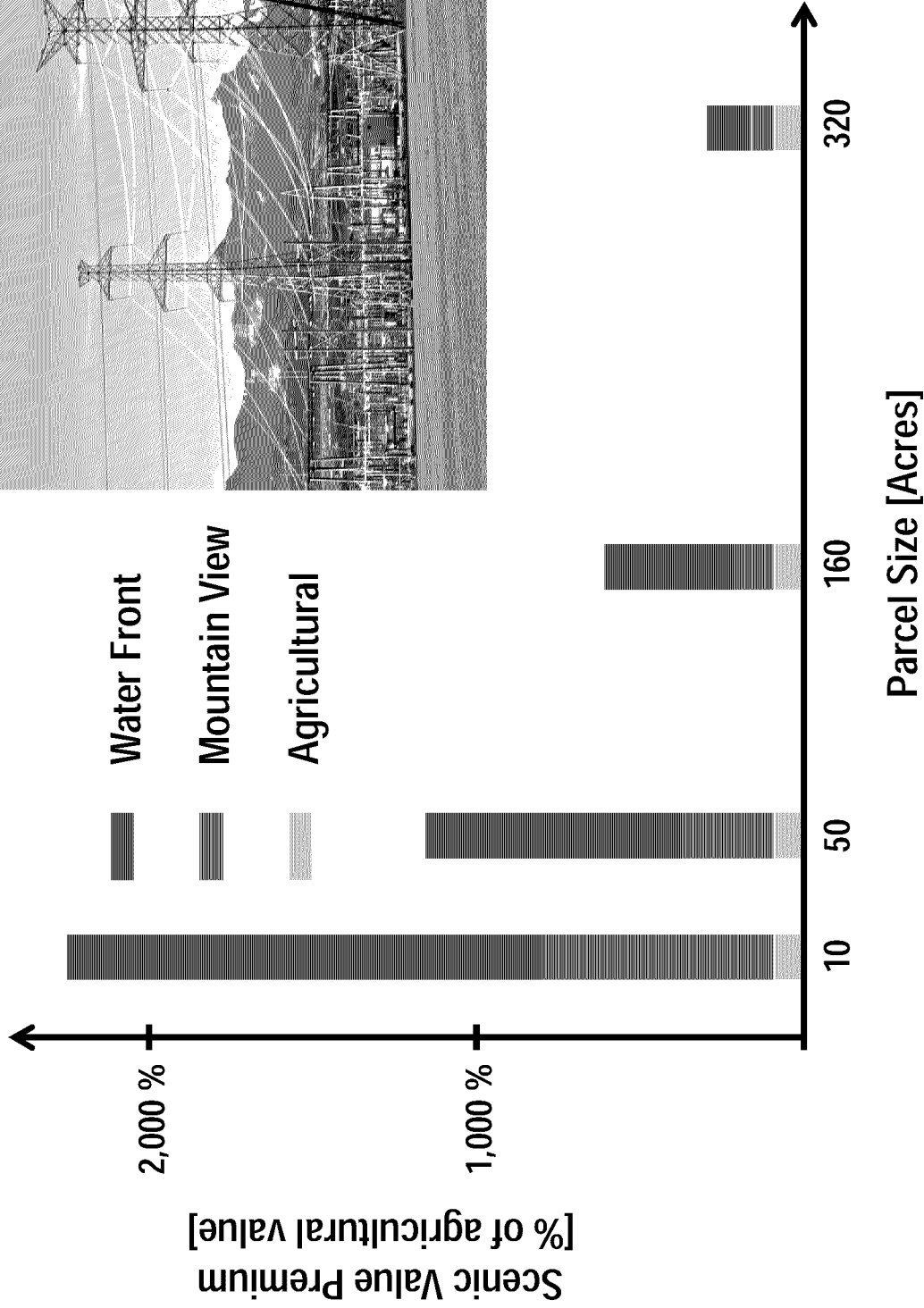
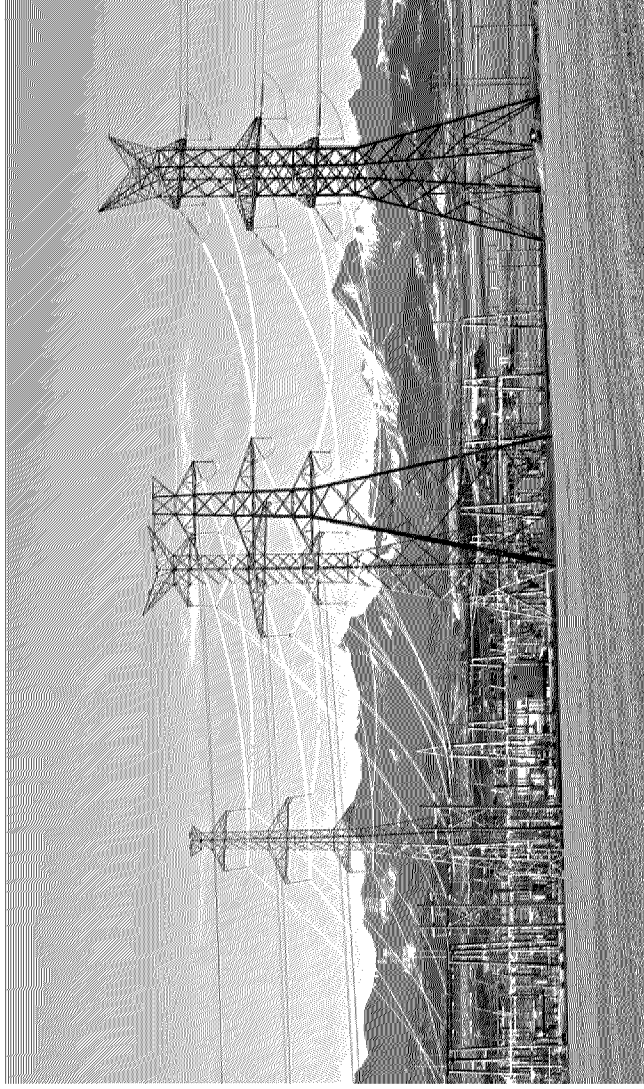
- *American Gas for Europe*
- *Wall Street Journal - March 10, 2014*
- *TransAlta officials approved plant shutdowns, documents show*
- *Calgary Herald – March 1, 2014*
- *Commodity prices fall amid weak Chinese trade data*
- *CTV News – March 10, 2014*
- *Next U.S. energy boom? Batteries and your rooftop*
- *Calgary Herald - March 7, 2014*
- *Germany's energy transition - Sunny, windy, costly and dirty*
- *The Economist – January 18, 2014*
- *Megawatt hour - The energy-conservation business is booming*
- *The Economist – March 11, 2014*



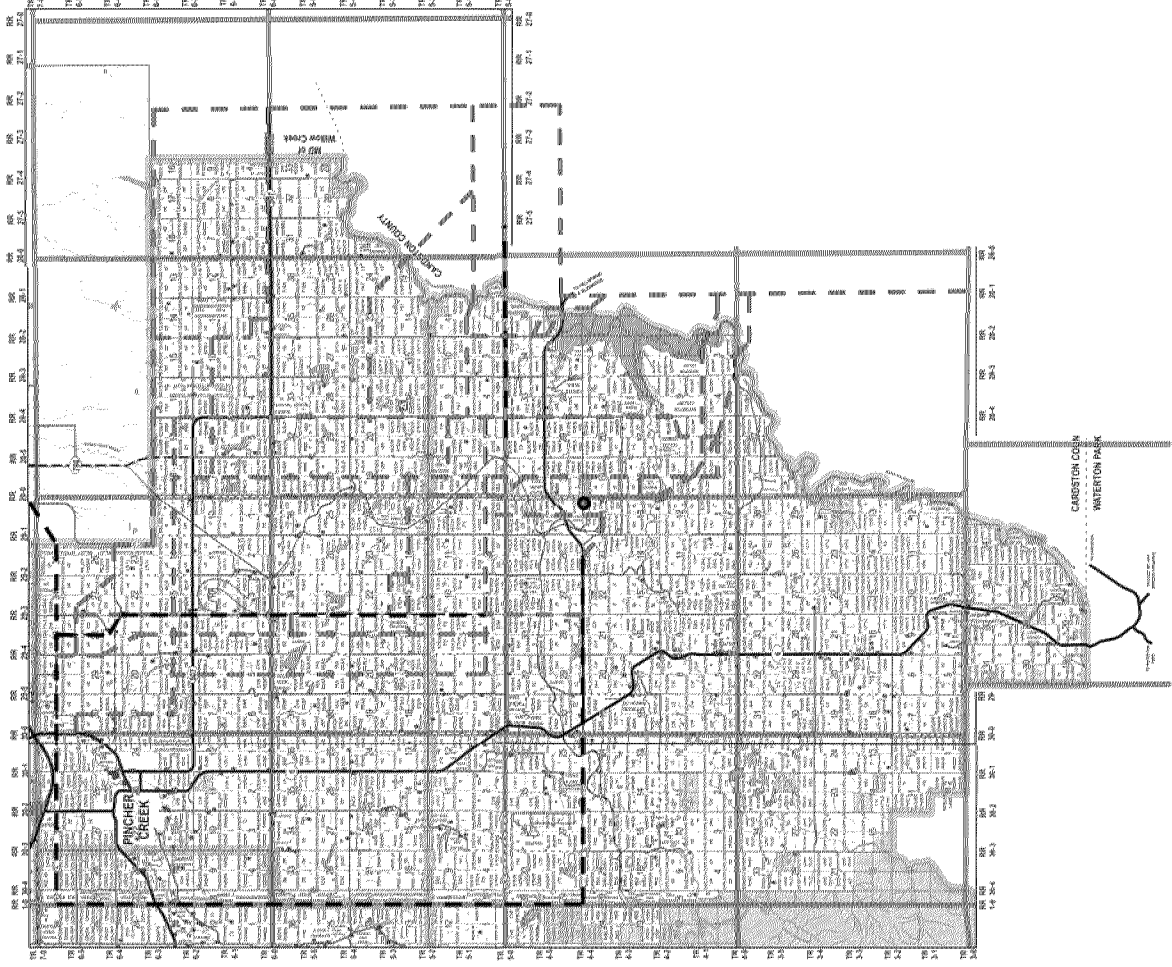
Land Devaluation

6

Land Valuation / Devaluation



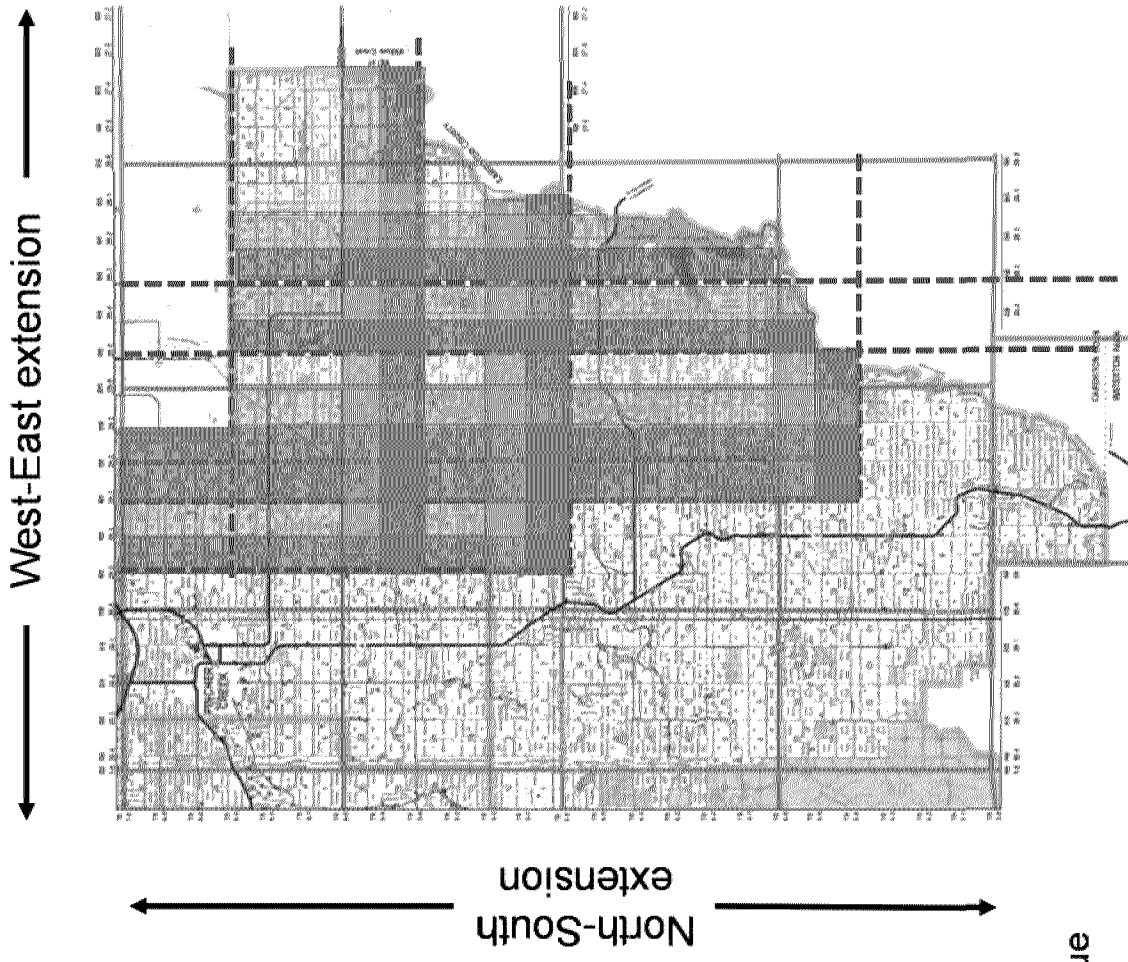
Altalink – current potential lines

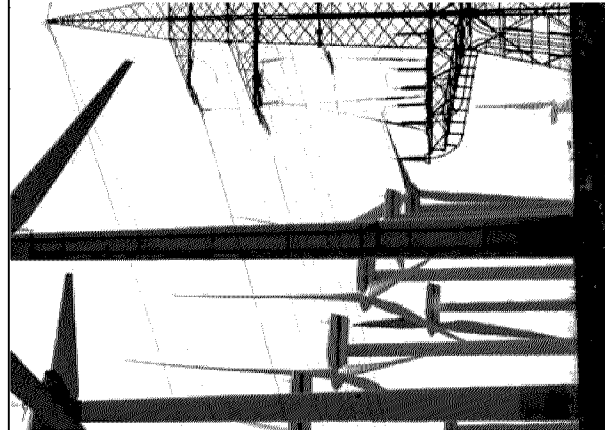


Land Devaluation

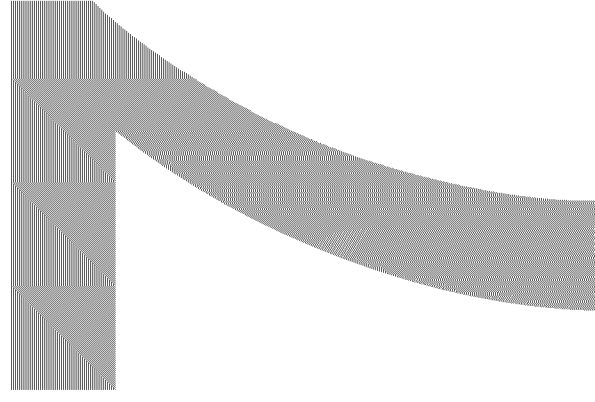
- Devaluation is current (latent defect)
- Devaluation is 100,000,000 \$

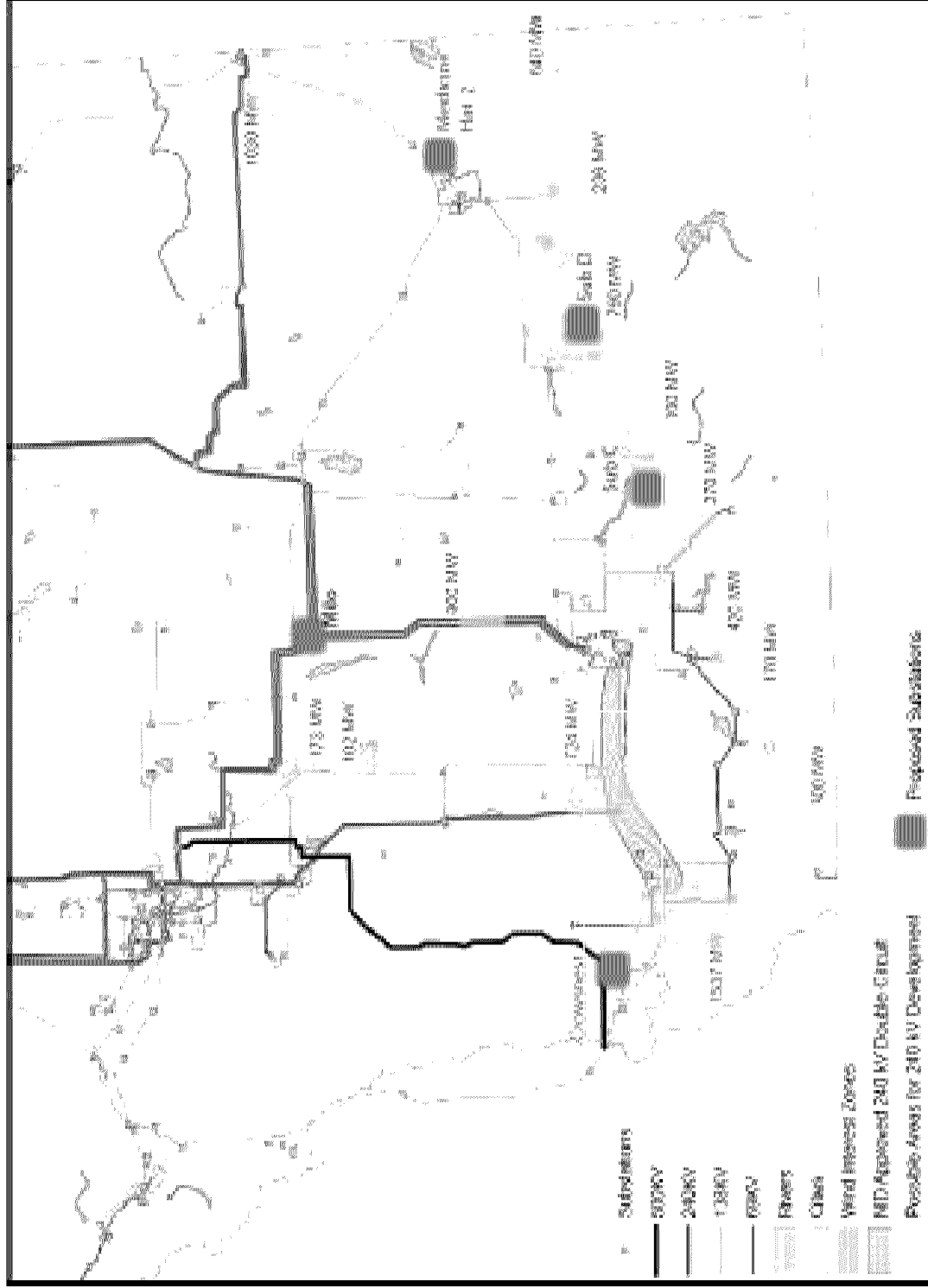
Assumptions:
145,000 acres
North South extension: 20 miles
West-East Extension: 3 miles
50% of land has scenic value
In average scenic premium is 150% of agricultural value
Grassland value 1,500 \$/acre



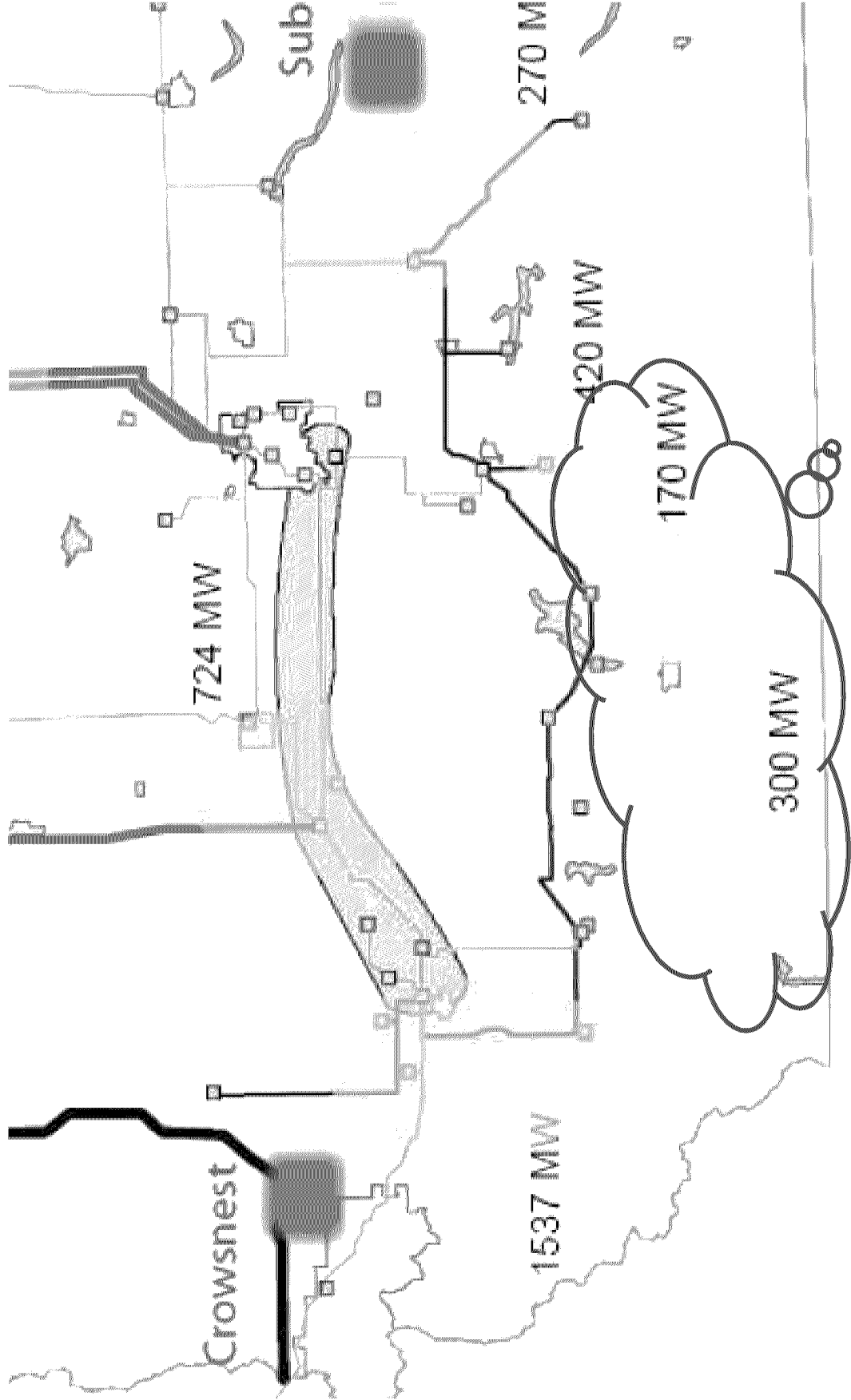


Wind Queue



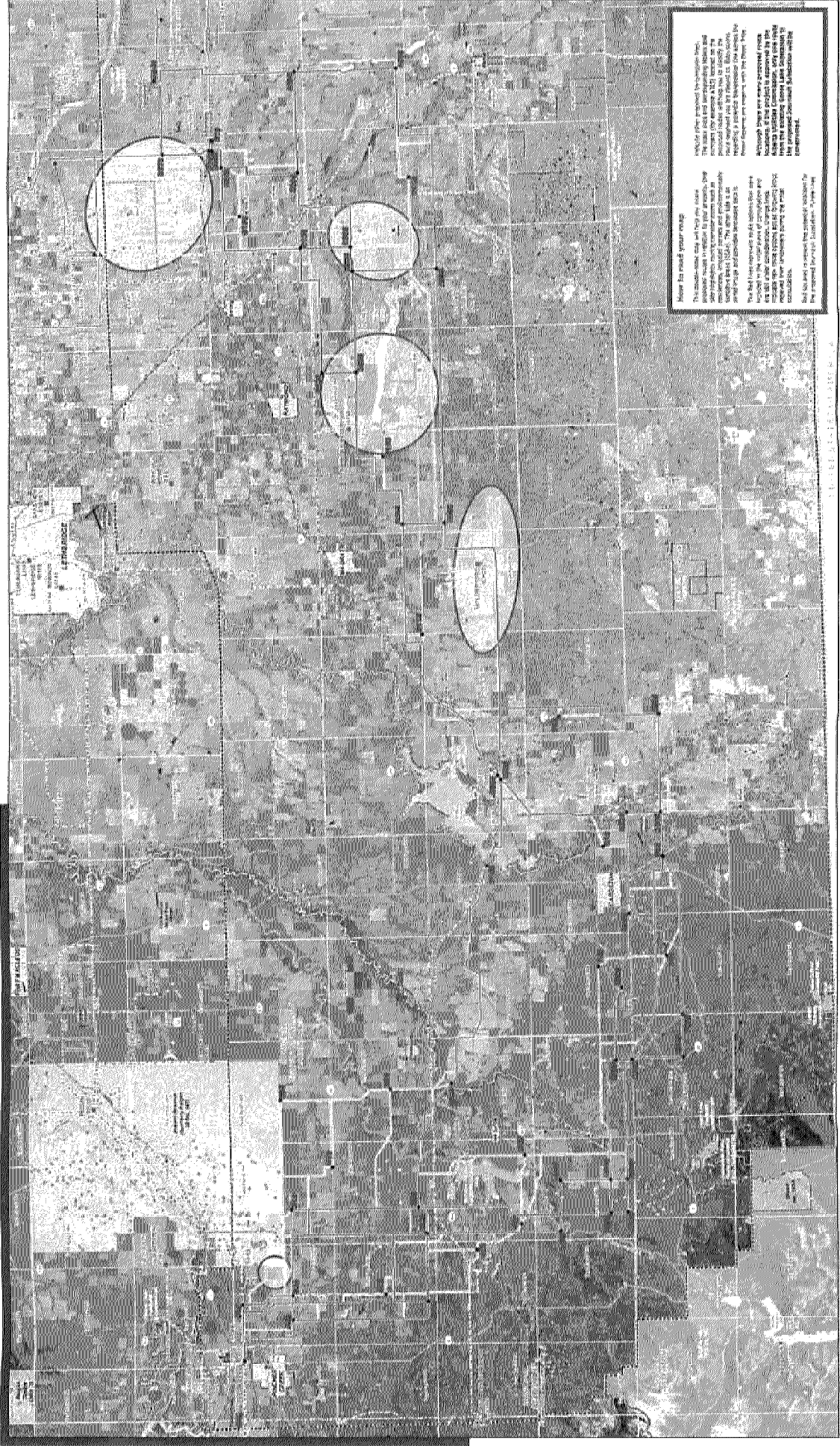


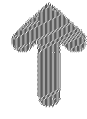
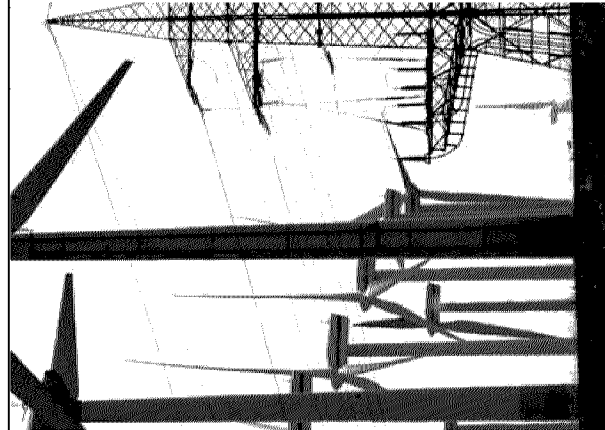
Wind Interests - GLEC



$$470 * 27\% = 130 \text{ MW}$$

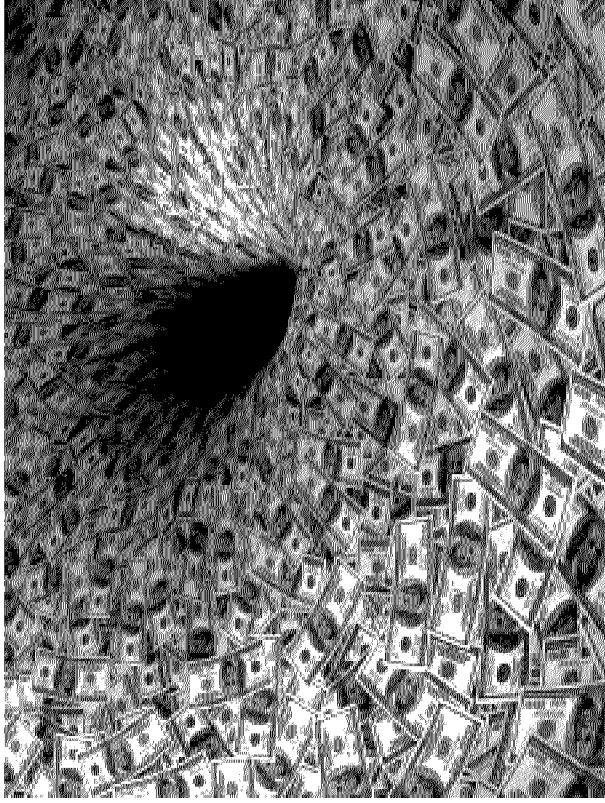
Altalink Map





Conclusions

8



- On a per-energy basis oil is 4 times more expensive than Natural Gas
- Energy Efficiency of wind farms is only 25-30%
- Footprint of wind farms is almost 2,000 times larger than gas plants
- Fossil back-up is required – no CO2 benefits
- Uneconomical in Alberta's wholesale electricity market

- **Volatility is not good for long term planning**
- **Wind energy is uncertain and risky**
- **Large Scale infrastructure projects cannot be built on uncertainty**
- **Risk of mortgaging the future of Albertans**
- **Long-term destruction of majesty**

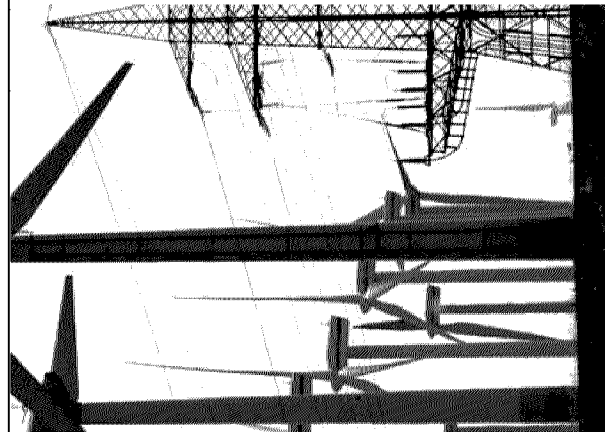
Be responsible stewards of Alberta's diversity



Re-assessment of Need

Avoid unnecessary costs

Eliminate unnecessary lines - GLEC



Thank You

**MINUTES
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
REGULAR COUNCIL MEETING
MAY 13, 2014**

The Regular Meeting of the Council of the Municipal District of Pincher Creek No. 9 was held on Tuesday, May 13, 2014 in the Council Chambers of the Municipal District Building, Pincher Creek, Alberta.

PRESENT Reeve Brian Hammond, Councillors Garry Marchuk, Fred Schoening, and Terry Yagos

ABSENT Councillor Grant McNab

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

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

A. ADOPTION OF AGENDA

Councillor Terry Yagos 14/183

Moved that the Council Agenda for May 13, 2014 be amended, the amendments as follows:

Addition: Municipal 4(d) – Summer Games Volunteer Appreciation BBQ

Addition: Municipal 4(e) – Economic Development Committee Recommendation

And that the Agenda be approved as amended.

Carried

B. DELEGATIONS

(1) Waterton Biosphere Reserve

Nora Manners with Waterton Biosphere Reserve appeared as a delegation to speak about the Waterton Biosphere Reserve.

A PowerPoint presentation was shown.

Endorsement from the MD was requested.

Participation in recognizing local priorities was requested.

(2) Patton Park

Dennis Olson appeared as a delegation to speak to the future development of Patton Park.

Forming a committee was suggested. The stakeholders of the committee was suggested.

Community meetings were discussed.

C. MINUTES

(1) Agricultural Service Board Minutes

Councillor Terry Yagos 14/184

Moved that the draft Agricultural Service Board Minutes of May 1, 2014 be received as information.

Carried

Minutes
Council Meeting
May 13, 2014

(2) Council Meeting Minutes

Councillor Fred Schoening 14/185

Moved that the Council Meeting Minutes of April 22, 2014 be approved as presented.

Carried

(3) Public Hearing Meeting Minutes – Bylaw 1247-14

Councillor Garry Marchuk 14/186

Moved that the Public Hearing Meeting Minutes of April 22, 2014 be approved as presented.

Carried

D. UNFINISHED BUSINESS

(1) Land Use Bylaw, Amending Bylaw 1247-14, Rezoning

Councillor Fred Schoening 14/187

Moved that the report from the Director of Development and Community services, dated May 7, 2013, regarding Land Use Bylaw, Amending Bylaw 1247-14, Rezoning, be received;

And that Bylaw No. 1247-14, being Land Use Bylaw Amendment, be given second reading.

Defeated

E. CHIEF ADMINISTRATOR'S REPORTS

(1) Operations

a) Policy 307 - Dust Control

Councillor Fred Schoening 14/188

Moved that the report from the Director of Operations, dated May 7, 2014, regarding Policy 307 - Dust Control, be received;

And that Council approve the amendments to Policy 307 – Dust Control as presented.

Carried

b) Alberta Transportation Weed Spraying Contract 2014

Councillor Terry Yagos 14/189

Moved that the report from the Director of Operations, dated May 8, 2014, regarding Alberta Transportation Weed Spraying Contract 2014, be received;

And that Council authorize the Reeve and CAO to sign the Contract on behalf of the Municipality.

Carried

Minutes
Council Meeting
May 13, 2014

c) Operations Report

Councillor Garry Marchuk 14/190

Moved that the Operations Report for the period of April 17, 2014 to May 7, 2014, be received as information.

Carried

(2) Planning and Development

a) Land Use Bylaw, Amending Bylaw 1252-14 - Aquaculture

Councillor Garry Marchuk 14/191

Moved that the report from the Director of Development and Community Services, dated May 7, 2014 regarding Land Use Bylaw, Amending Bylaw 1252-14, Aquaculture, be received;

And that Bylaw No. 1252-14, being the bylaw to amend Land Use Bylaw 1140-08 be given first reading;

And further that the required Public Hearing be scheduled for June 10, 2014 at 1:00 pm.

Carried

(3) Finance and Administration

a) Statement of Cash Position

Councillor Garry Marchuk 14/192

Moved that the statement of cash position for the month ending April 2014 be tabled to May 27, 2014.

Carried

(4) Municipal

a) Citizens on Patrol (COPs) Request for Funding

Councillor Terry Yagos 14/193

Moved that further information regarding the specific amount of funding requested be returned to Council for their consideration.

Carried

Councillor Fred Schoening 14/194

Moved that the Distracted Driving Stats Blitz held on April 30, 2014 be received as information;

And that a letter be returned, with a copy sent to the Town of Pincher Creek, thanking COPs for this information.

Carried

b) Proposed Joint Planning Session – Municipal Partnership

Councillor Garry Marchuk 14/195

Moved that the MD participate and cost share with the Town of Pincher Creek in a Joint Strategic Planning Session.

Defeated

Minutes
Council Meeting
May 13, 2014

c) CAO Report

Councillor Terry Yagos 14/196

Moved that Council receive for information, the Chief Administrative Officer's report for the period of April 4, 2014 to April 17, 2014.

Carried

d) Summer Games Volunteer Appreciation BBQ

All Councillors will be attending the Summer Games Volunteer Appreciation BBQ.

e) Economic Development Committee Recommendation

Councillor Fred Schoening 14/197

Moved that the letter from Town of Pincher Creek, regarding Economic Development Committee Recommendation, dated May 9, 2014, be received;

And that Council appoint Councillor Marchuk to the Economic Development Committee.

Carried

F. CORRESPONDENCE

(1) Action Required

a) Day of the Honey Bee

Councillor Garry Marchuk 14/198

Moved that the email from the Day of the Honey Bee, dated April 30, 2014, be received as information.

Carried

b) Reuse and Recycle Fair

Councillor Fred Schoening 14/199

Moved that the email from Town of Pincher Creek regarding the Reuse and Recycle Fair, dated April 25, 2014, be received as information.

Carried

c) Best of the West Weekend Request for Sponsorship

Councillor Fred Schoening 14/200

Moved that the brochure from the Best of the West Weekend, requesting sponsorship, received April 25, 2014, be received;

And that the MD be a Platinum Sponsor by sponsoring the Best of the West Weekend in the amount of \$150.00, with the money coming from Account No. 2-74-0-770-2765 (Grants to Groups and Organizations).

Carried

d) Alberta Trail Tracker

Councillor Terry Yagos 14/201

Moved that the membership form from Alberta Trail Tracker, received May 6, 2014, be received as information.

Carried

Minutes
Council Meeting
May 13, 2014

e) 2019 Canada Winter Games Letter of Support Request

Councillor Garry Marchuk 14/202

Moved that the email from the 2019 Canada Winter Games requesting a letter of support, dated May 7, 2014 be received;

And that a letter of support be returned to the Canada Games Council.

Carried

(2) For Information Only

Councillor Fred Schoening 14/203

Moved that the following be received as information:

- a) Alberta Culture Day 2014
- Letter from Municipal Affairs, dated April 24, 2014
- b) Reduction of hours at the Twin Butte Post Office
- Letter from Canada Post, dated April 24, 2014
- c) Road Bridge Program
- Letter from the Premier of Alberta, dated May 1, 2014
- d) Bill 27, Flood Recovery and Reconstruction Act
- Letter from Municipal Affairs, dated April 16, 2014

Carried

Pincher Creek Foundation

Councillor Fred Schoening 14/204

Moved that the letter from Town of Pincher Creek, regarding the Pincher Creek Foundation, dated May 1, 2014, be received as information.

Carried

2014 Municipal Emergency Plan

Councillor Garry Marchuk 14/205

Moved that the letter from Town of Pincher Creek, regarding 2014 Municipal Emergency Plan, dated April 30, 2014 be received as information.

Carried

G. COMMITTEE REPORTS

Councillor Grant McNab – Division 1
- Not Present

Councillor Fred Schoening – Division 2
- Family and Community Support Services
- Minutes of March 17, 2014

Councillor Garry Marchuk – Division 3
- Oldman River Regional Services Commission
- Minutes of February 13, 2014
- Alberta Southwest
- Alberta Southwest Bulletin May 2014
- Alberta Southwest Minutes, April 2, 2014

Minutes
 Council Meeting
 May 13, 2014

Castle Mountain

- Proposed Resolution of Council in Support of Castle Mountain Resort

Councillor Garry Marchuk 14/206

Moved that Administration be directed to draft a letter of support for Castle Mountain Resort and return it to Council for their review and consideration.

Carried

Reeve Brian Hammond - Division 4
 - Mayors and Reeves

Councillor Terry Yagos – Division 5
 - Crowsnest – Pincher Creek Landfill Association
 - Financial Statements for the year ending December 31, 2013
 - Oldman Watershed Steering Committee

Councillor Garry Marchuk 14/207

Moved that the committee reports be received as information.

Carried

H. IN CAMERA

Councillor Garry Marchuk 14/208

Moved that Council and Staff move In-Camera to discuss one legal and one personnel issue, the time being 2:57 pm.

Carried

Councillor Garry Marchuk 14/209

Moved that Council and Staff move out of In-Camera, the time being 3:56 pm.

Carried

I. NEW BUSINESS

(1) Water License Temporary Transfer Request

Councillor Garry Marchuk 14/210

Moved that the letter from the Town of Pincher Creek, dated May 2, 2014, be received;

And that the MD supports the proposal, in principle, to devise a mutually beneficial plan for both communities;

And that the Director of Operations meet with Al Roth, Town of Pincher Creek Director of Operations, to draft a proposal and return it to Council for their consideration.

Carried

(2) Federal Grant Consultant

Councillor Fred Schoening 14/211

Moved that the MD cost share with the Town of Pincher Creek to meet with a Federal Grant consultant.

Carried

Minutes
Council Meeting
May 13, 2014

J. ADJOURNMENT

Councillor Terry Yagos

14/212

Moved that Council adjourn the meeting, the time being 4:00 pm.

Carried

REEVE

CHIEF ADMINISTRATIVE OFFICER

Tara Cryderman

From: Nora Manners <nmanners@watertonbiosphere.com>
Sent: Tuesday, April 29, 2014 4:09 PM
To: Tara Cryderman
Subject: Waterton Biosphere Reserve information for council
Attachments: Waterton Biosphere backgrounder May 2014.pdf

Hi Tara,

I have attached a bit of a backgrounder for MD Council in preparation for my presentation on May 13, 2014.

I can drop off a copy of my powerpoint presentation in advance as well, or just bring it in on a zip drive. Whatever works best for you.

Thanks,

Nora Manners, MSc
Executive Director
Waterton Biosphere Reserve Association
PO Box 7 Pincher Creek, AB T0K 1W0
Tel: (403) 627-1473
Cell: (403) 627-8256
Email: nmanners@watertonbiosphere.com
Web: www.watertonbiosphere.com

Waterton Biosphere Reserve - Backgrounder

Municipal District of Pincher Creek – May 2014

The Issue:

Waterton Biosphere Reserve requests the support of the Municipal District of Pincher Creek in order to sustain its membership in the world biosphere reserve network and continue to meet its mandate to balance conservation with sustainable livelihoods for local communities in southwestern Alberta.

Background:

Waterton Biosphere Reserve:

Waterton Biosphere Reserve was designated in 1979 under the Man and the Biosphere Programme of the United Nations Educational, Cultural and Scientific Organization (UNESCO). There are 16 biosphere reserves in Canada and more than 621 biosphere reserves in over 117 countries worldwide, recognized for their distinct biodiversity and ecosystems and their cooperative approaches to sustainable development and conservation.

Like all biosphere reserves, Waterton Biosphere Reserve strives to achieve a sustainable balance between *three primary goals or functions*:

- Conservation of Biodiversity – to contribute to the conservation of landscapes, ecosystems, species and genetic variation.
- Sustainable Development – to foster economic and human development which is socio-culturally and ecologically sustainable.
- Support for Logistics – to improve the capacity or capability of people and organizations to positively affect their communities and environment by supporting research, monitoring, education and information exchange related to issues of conservation and sustainable

Waterton Biosphere Reserve Association

Waterton Biosphere Reserve is coordinated by the Waterton Biosphere Reserve Association, a non-profit organization focused on linking biodiversity conservation to sustainable human use of resources in southwestern Alberta. The current society (Waterton Biosphere Reserve Association) was formalized in 2009. Prior to that time, a series of committees and groups which included community members have managed the biosphere reserve. In the 1980's, Waterton Biosphere Reserve had a Management Committee and Technical Committee.

Our vision: Waterton Biosphere Reserve is a living demonstration of the value we place on our natural and cultural resources, our traditional livelihoods, and our commitment to work together as good stewards of the land we hope to pass on to future generations.

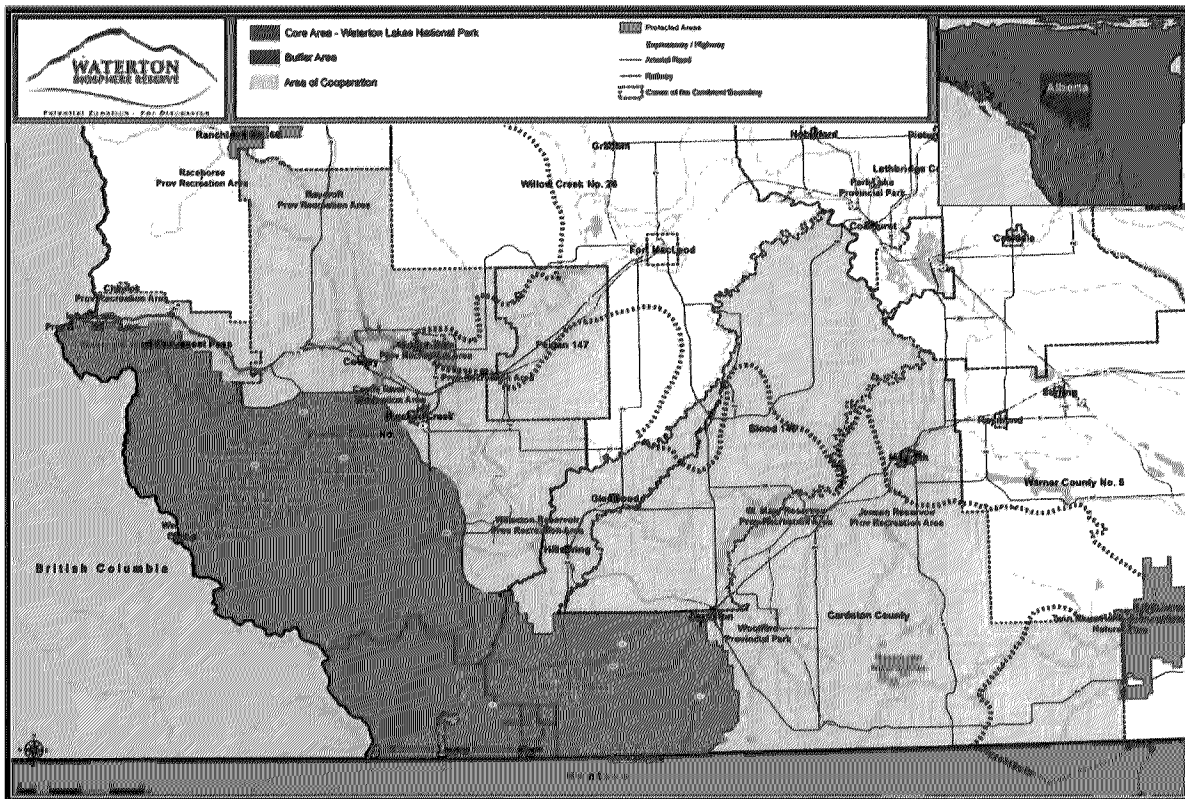
The current Waterton Biosphere Reserve Association board consists of seven directors elected from the community at large, an executive director, and a (non-voting) liaison from Waterton Lakes National Park. While the biosphere reserve has received some level of funding from both federal and provincial governments at various points over the last 30 years, they are currently not government funded. Current funding is project based, from a variety of sources including foundations, industry, non-profit organizations and government (i.e. funding for community-based carnivore conflict reduction initiatives from Alberta Environment and Sustainable Resource Development (AESRD) and Environment Canada).

Waterton Biosphere Reserve Zonation

When the Waterton Biosphere Reserve was established in 1979, zonation requirements for biosphere reserves were more informal than they are now. At that time, the core and buffer zones of Waterton Biosphere Reserve were identified as being fully within the boundaries of Waterton Lakes National Park and a transition zone or "area of cooperation" was largely undefined, but generally taken to extend 20 km to the east and north of the national park. Since then, zonation requirements for biosphere reserves have become more formal. In 1995, the Man and the Biosphere Programme adopted a new *Statutory Framework of the World Network of Biosphere Reserves* that requires a three level zonation system; a legally protected core area, an adjacent buffer zone with activities that are compatible with conservation objectives and a transition zone or 'area of cooperation' where sustainable land use is practiced.

To meet the requirements of the *Statutory Framework*, the three zones must be identified geographically and the biosphere reserve must be formally endorsed by the administrative authorities responsible for management of lands within the three zones.

In preparation for formalizing the zonation of Waterton Biosphere Reserve, the "potential zonation" map below was drawn up for discussion.



Parks Canada has been an active partner in the WBR since 1979 and Waterton Lakes National Park will remain the legally protected core of the biosphere reserve. Provincial Parks and Protected Areas in the region could also be added to the core area. Buffer areas under consideration include lands outside the park, some of which are under conservation easement and others which are not but still retain considerable conservation value. Alberta provincial lands including forest reserve and community pasture are also potential buffer areas. The transition area under consideration includes other lands within Cardston County, the municipality of Crowsnest Pass, the Municipal District of Pincher Creek, and the Piikani and Kainai Reserves. Governments of these jurisdictions including the Government of Alberta, as well as the Nature Conservancy of Canada, have been approached to seek their input and support.

It should be noted that the Municipality of Ranchland, while not initially identified within the area of interest, has been actively working on carnivore initiatives with the Waterton Biosphere Reserve Carnivore Group, and the invitation for discussion for possible inclusion in the biosphere reserve has been extended to the municipality.

A Cooperation Plan for Waterton Biosphere Reserve

Biosphere reserves must also demonstrate a collaborative approach to management of the biosphere reserve. In Canada, this is generally done through a "cooperation plan" which is developed by stakeholders including residents, businesses, government, land managers, and other organizations and agencies. Waterton Biosphere Reserve Association will be developing a cooperation plan in 2014 to guide the future work and direction of the biosphere reserve. The process will create a forum for cooperation, collaboration and community partnerships and the resulting plan will map out activities to address conservation and sustainability issues which partners in the region consider to be a priority. We also hope to identify how we can all work together to improve the ability and capability of our community to make sound decisions for healthy ecosystems, conservation and a sustainable future in Waterton Biosphere Reserve.

As an example of this type of cooperative work, for the past three years the Waterton Biosphere Reserve Carnivore Working Group, Alberta Environment and Sustainable Resources Development, and the municipalities of Pincher Creek, Cardston County, Ranchland and Willow Creek have been actively working together to reduce conflicts between large carnivores and people in southwestern Alberta. This has included attractant management projects on farms and ranches, a deadstock pickup program now encompassing the four municipalities, and a variety of other initiatives.

The Request:

Waterton Biosphere Reserve has been given until 2015 to meet the requirements of zonation and development of a coordinating structure/plan to the satisfaction of the International Coordinating Committee (ICC) of the Man and the Biosphere Programme or be asked to withdraw from the world network of biosphere reserves.

Therefore we would like to request the support of the Municipal District of Pincher Creek in formally defining and endorsing the zonation of the Waterton Biosphere Reserve. We would also like to request that the municipality participate in development of a *cooperation plan* for Waterton Biosphere Reserve. This would complement cooperative work already underway between Waterton Biosphere Reserve and the municipality, particularly in relation to large carnivore issues and invasive species.

Note that endorsement of biosphere reserve designation and zonation by administrative authorities does not involve any legal designation or agreements. Land use in a biosphere reserve is not regulated or restricted in any way by having biosphere status. UNESCO has no authority or regulatory powers within a biosphere reserve; authority over land and water use does not change when a biosphere reserve is designated in Canada. Government jurisdictions - federal, provincial, municipal, First Nations - and private ownership rights, remain as they were before designation. Biosphere reserves are voluntary cooperative areas where stakeholders work together through cooperation, collaboration and partnership.

Across Canada, municipalities are working with and have endorsed the nomination of biosphere reserves in almost every province. In Alberta, Beaver County, Camrose County, Leduc County, Lamont County, and Strathcona County, as members of the Beaver Hills Initiative, were participants in the 2012 submission of nomination documents for the Beaver Hill Biosphere Reserve which is currently undergoing revision for resubmission to the Canada Man and the Biosphere Reserve Committee.

Additional information:

For further information about the Waterton Biosphere Reserve visit our website at <http://www.watertonbiosphere.com>.

Or contact:

WBRA Chair, Jeff Bectell at jbectell@watertonbiosphere.com (403) 653-2219

WBRA Executive Director, Nora Manners at nmanners@watertonbiosphere.com (403) 627-1473.

Documents:

UNESCO Man and the Biosphere Program

<http://www.unesco.org/new/en/natural-sciences/environment/ecological-sciences/man-and-biosphere-programme/>

Backgrounder: Biosphere Reserves – Balancing Biodiversity Conservation and Sustainable Use

http://www.watertonbiosphere.com/uploads/biosphere-resources_26_3952874450.pdf

Backgrounder: Waterton Biosphere Reserve Association – Our Past and Our Future

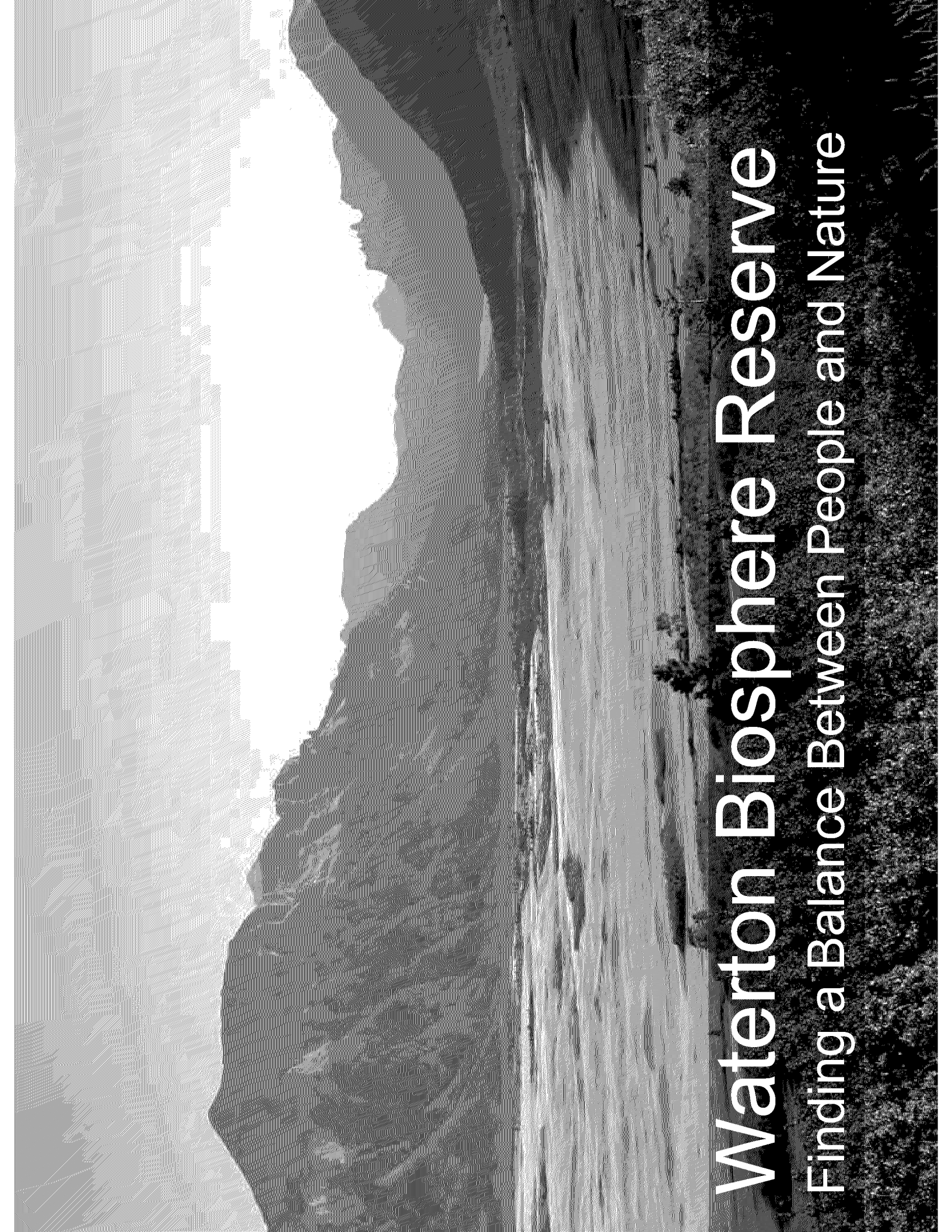
http://www.watertonbiosphere.com/uploads/biosphere-resources_26_3854830389.pdf

Backgrounder: Waterton Biosphere Reserve – Finding a Balance Between People and Nature

http://www.watertonbiosphere.com/uploads/biosphere-resources_26_4143656349.pdf

Biosphere Reserves: The Seville Strategy and Statutory Framework for the World Network

<http://unesdoc.unesco.org/images/0010/001038/103849Eb.pdf>



Waterton Biosphere Reserve

Finding a Balance Between People and Nature



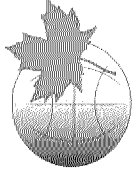
WATERTON
BIOSPHERE RESERVE

Waterton Biosphere Reserve

- Designated by UNESCO in 1979
- Man and the Biosphere Program
- Canada's second biosphere reserve
- Recognized internationally

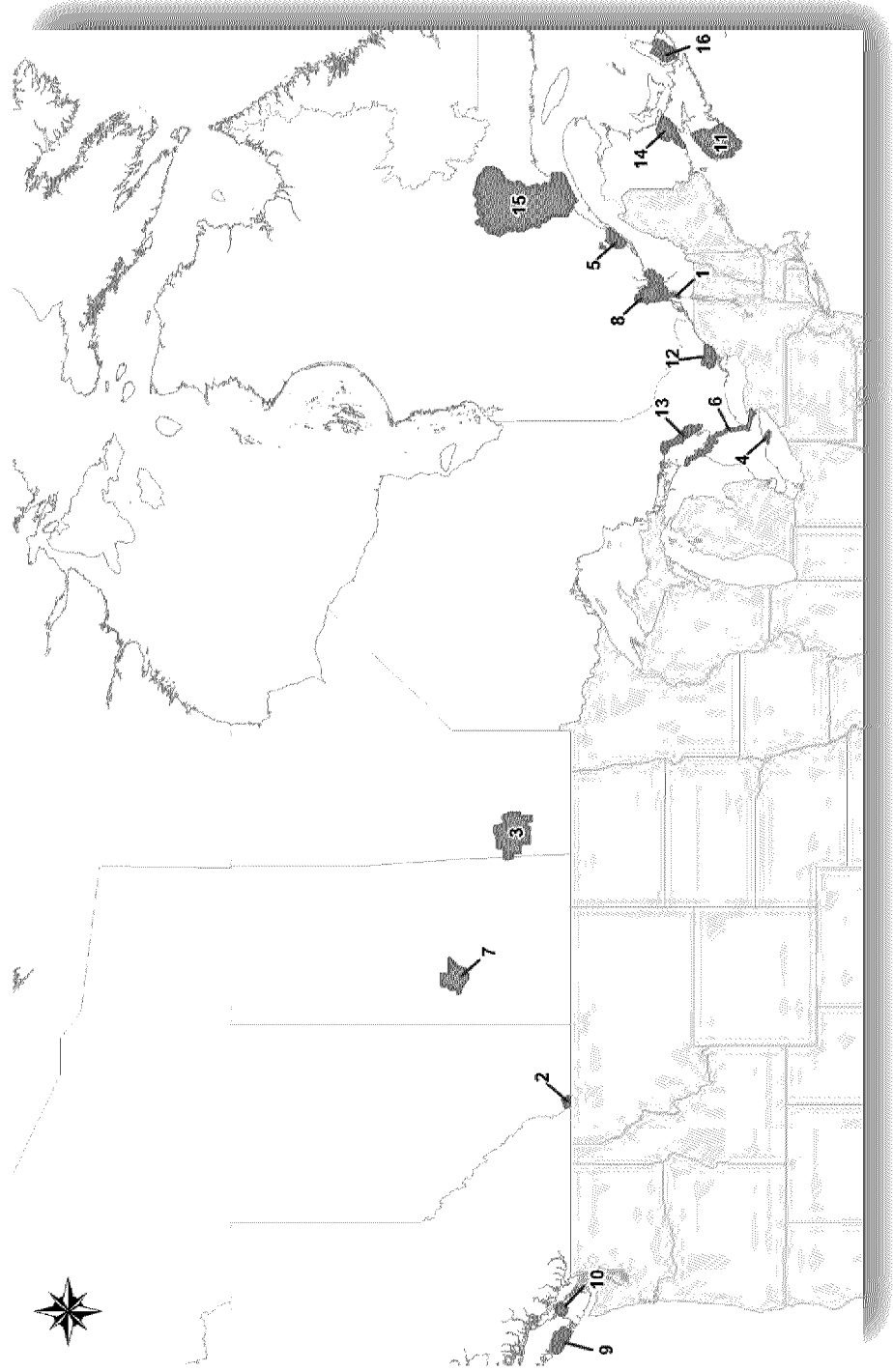


Canadian
Biosphere
Reserves Association
Association
canadienne des
réserves de la
biosphère



Canadian Network of Biosphere Reserves

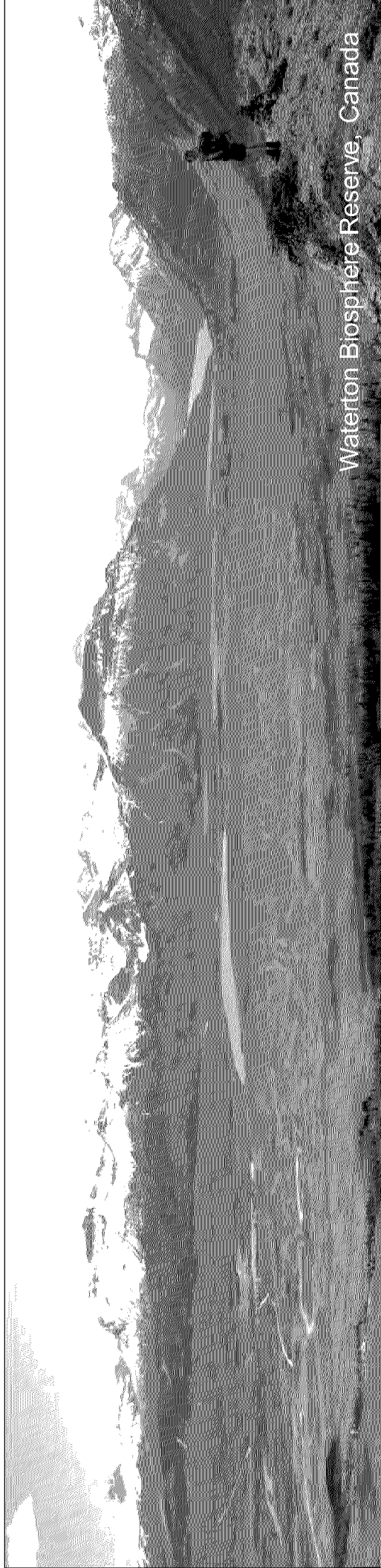
16 Biosphere Reserves in Canada [2014]



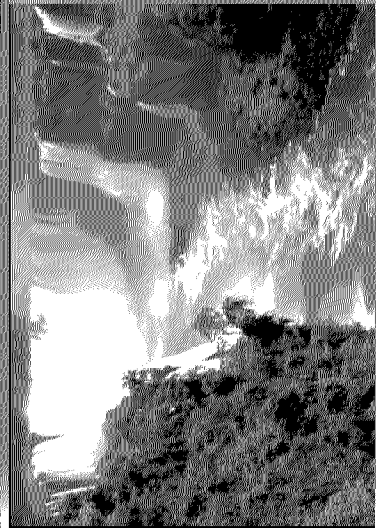


World Network of Biosphere Reserves

621 Biosphere Reserves in 117 countries [2014]



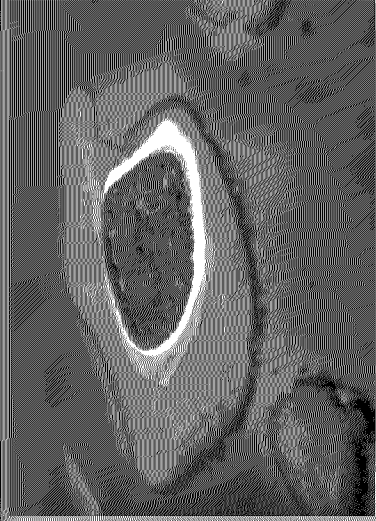
Waterton Biosphere Reserve, Canada



Yaboti, Argentina



Tassili-a-Ajjer, Algeria



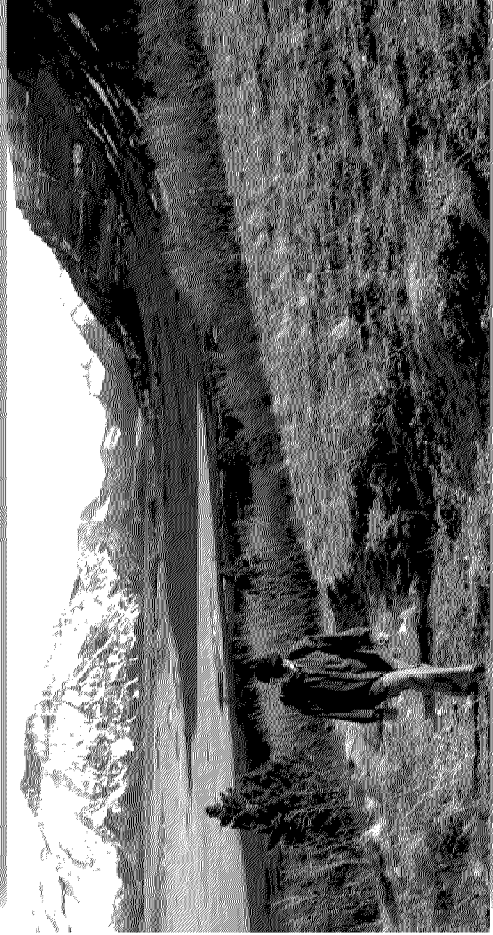
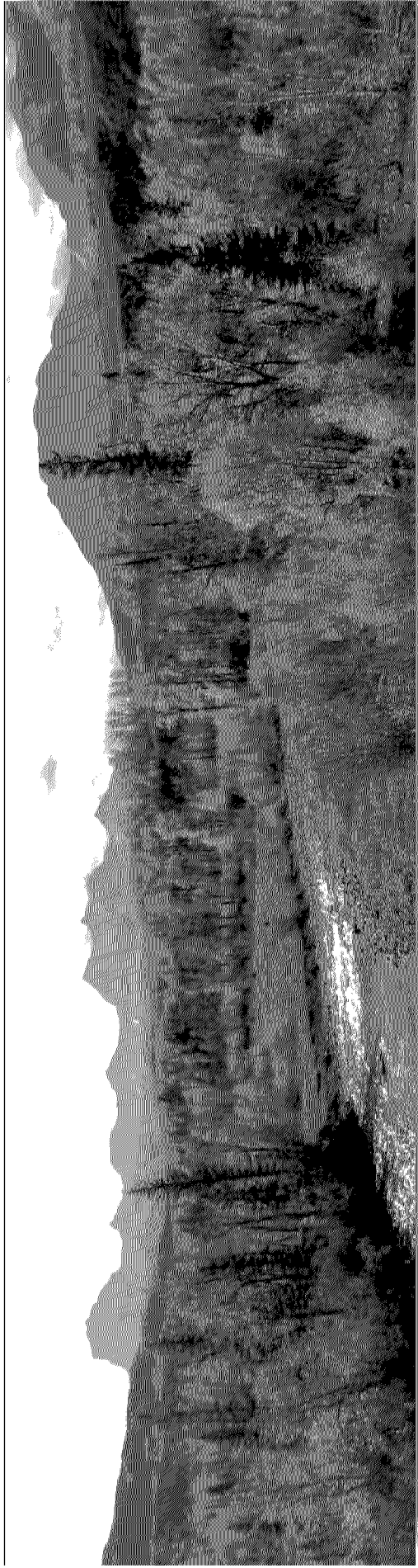
Monarch Butterfly, Mexico



Serengeti-Ngorongoro, Tanzania



Models of Sustainable Use





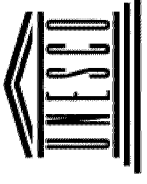
WATERTON
BIOSPHERE RESERVE



Biosphere Reserves

Balancing Biodiversity Conservation and Sustainable Use

- Voluntary, cooperative area
- No change in authority over land and water use
- No new regulations
- No new protected areas



United Nations
Educational, Scientific and
Cultural Organization



Man And
Biosphere
Programme

Three Functions

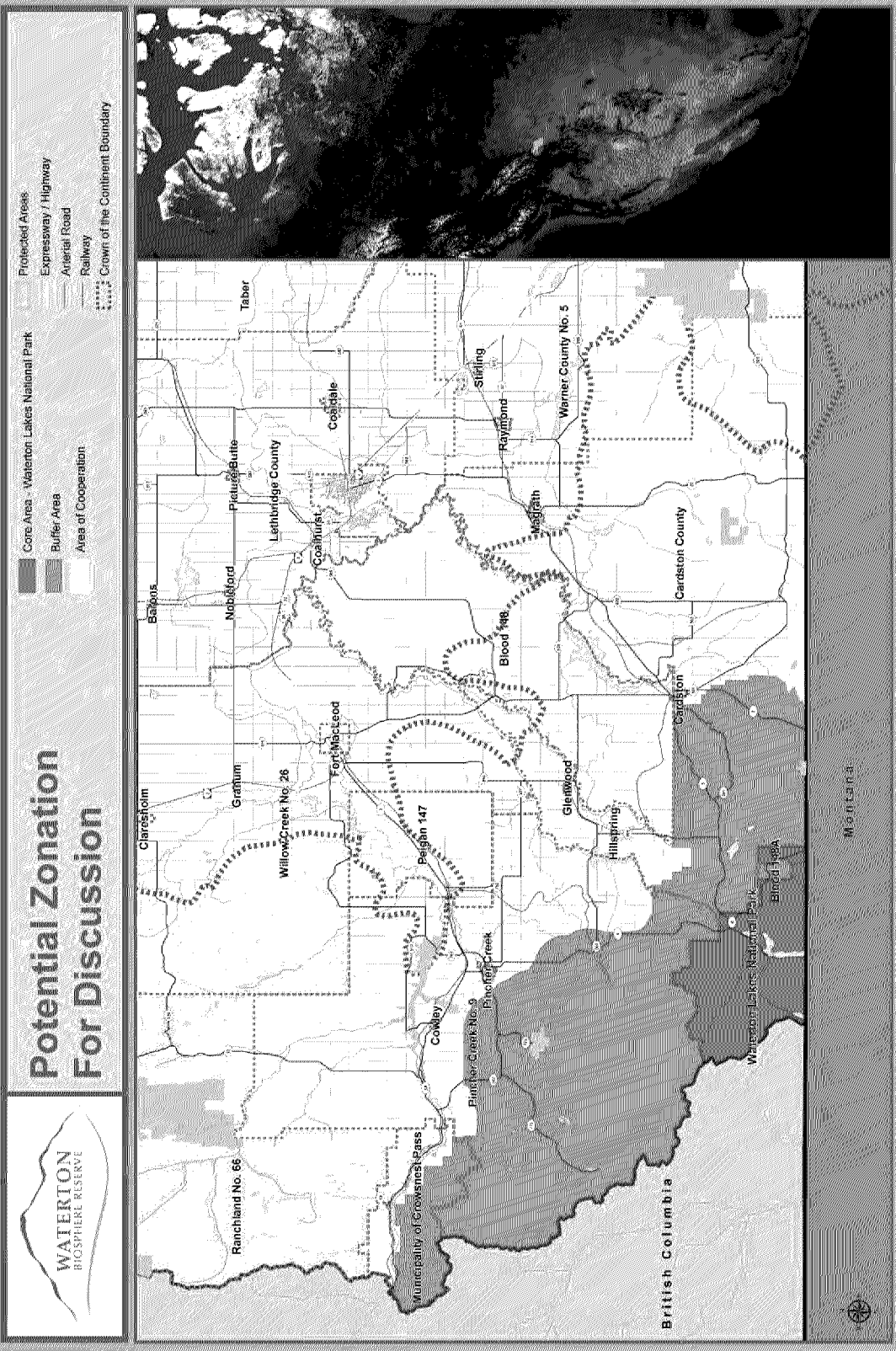


Conservation +

Sustainability +

Capacity Building

= Sustainable Future





What a Biosphere Reserve is *not*...

It is *not* a World Heritage Site or a national park.

It does *not* create new protected areas.

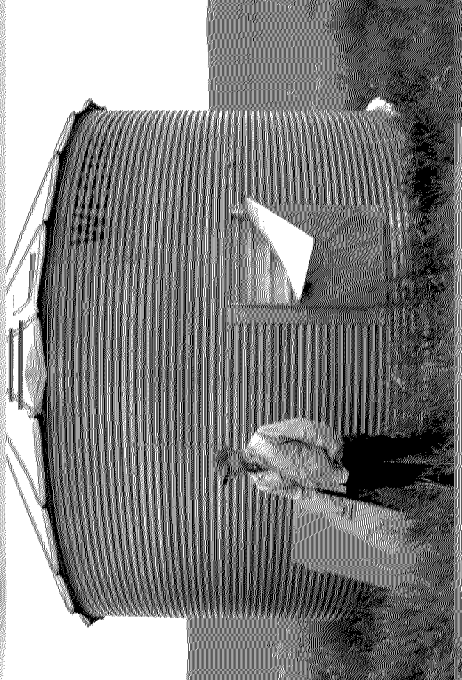
It does *not* create any new regulations.

It does *not* restrict the right of citizens.





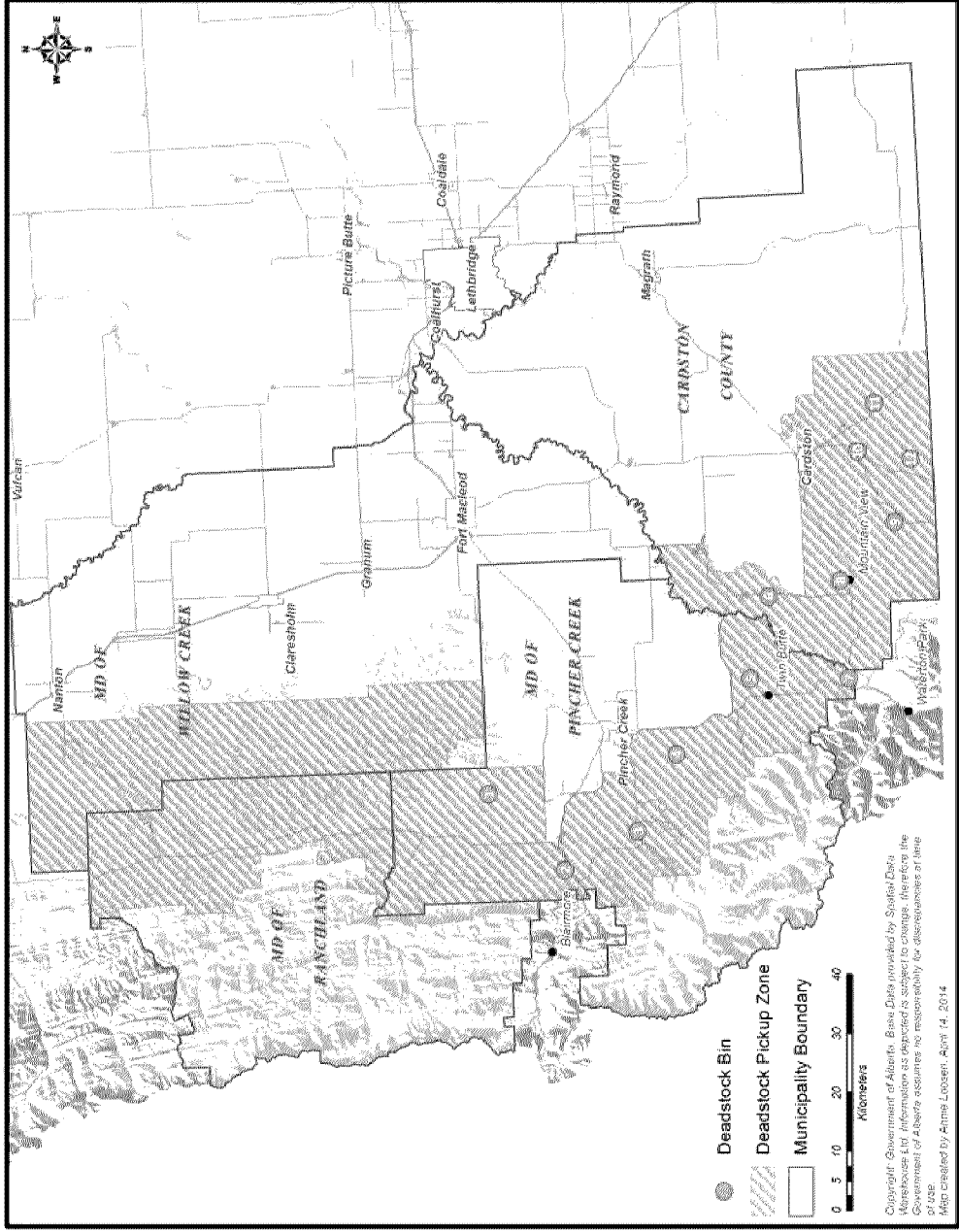
Carnivores and Communities Program





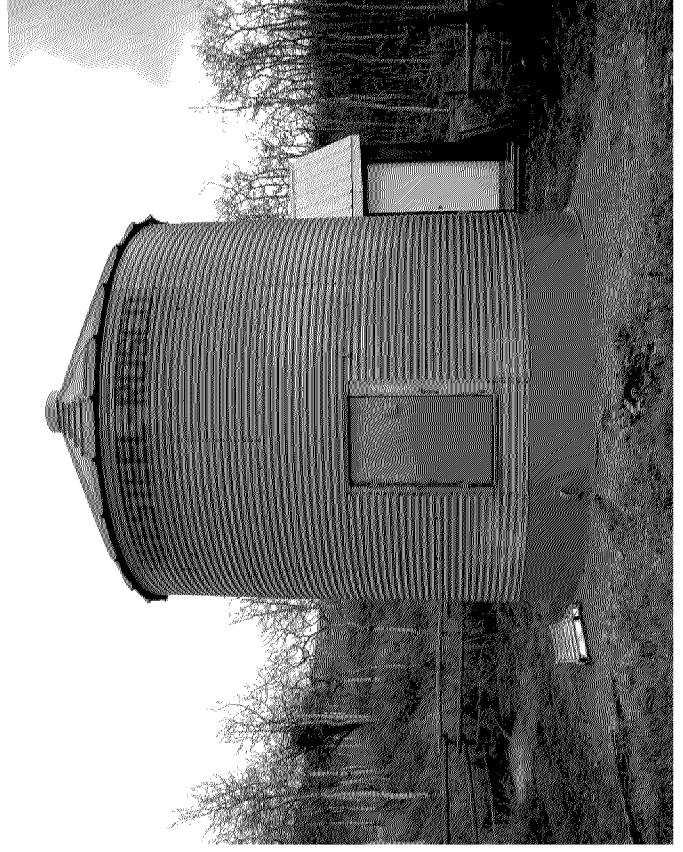
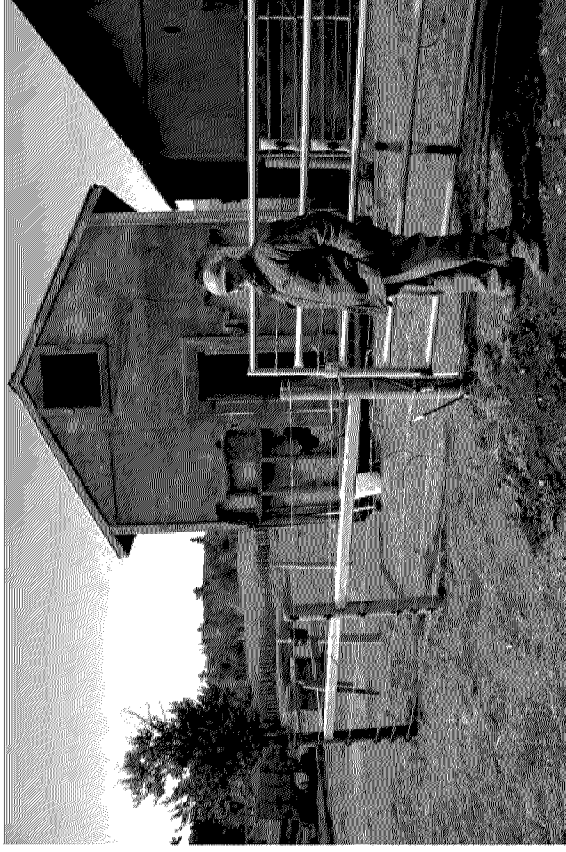
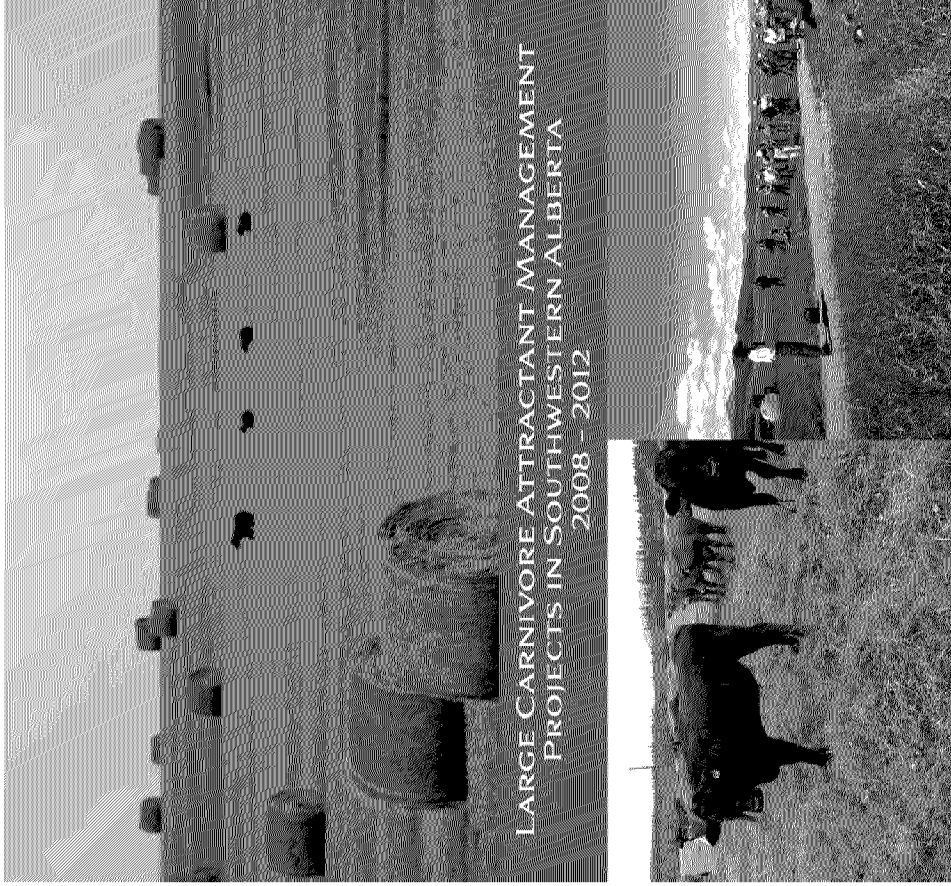
Deadstock Pickup Program

- 12 bins (\$31000)
- cooperative program with 4 municipalities
- carcass composting facility in Cardston County
- up to 1000 head removed annually (\$30-\$94 per head)



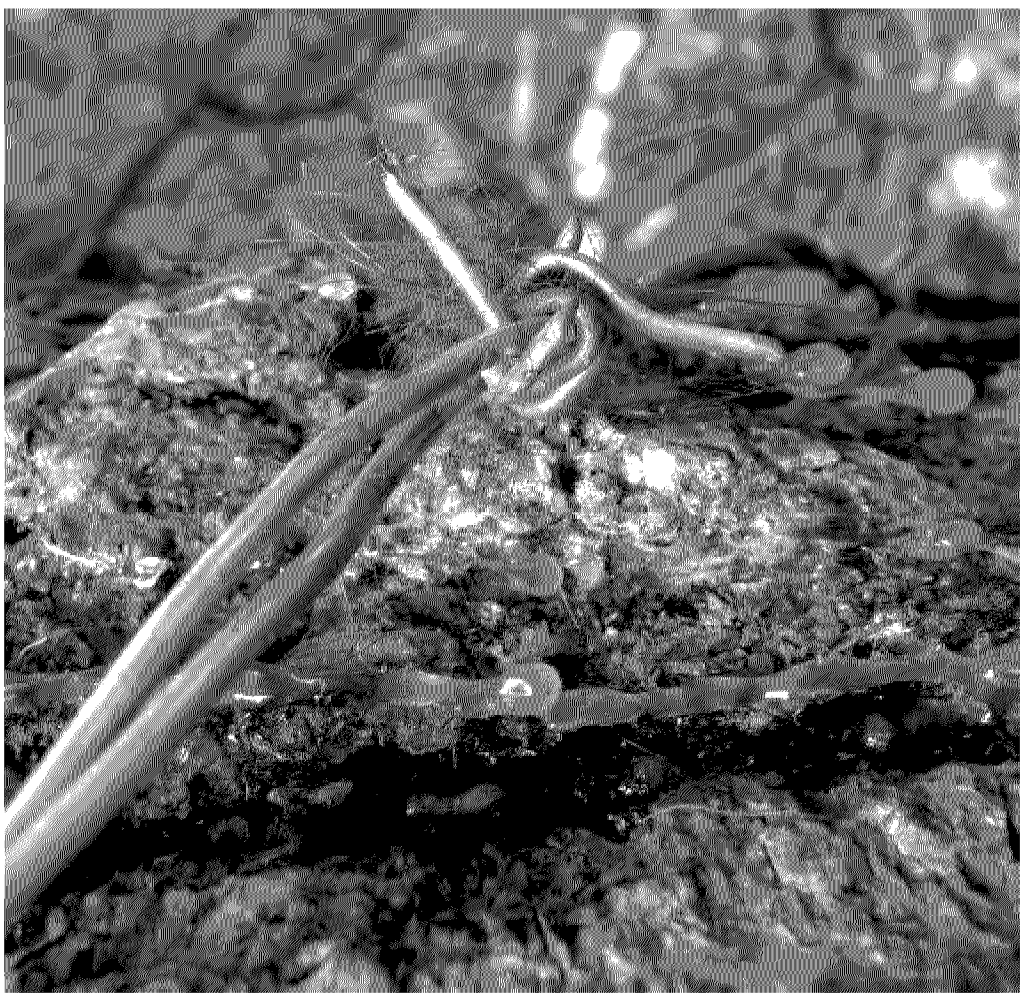
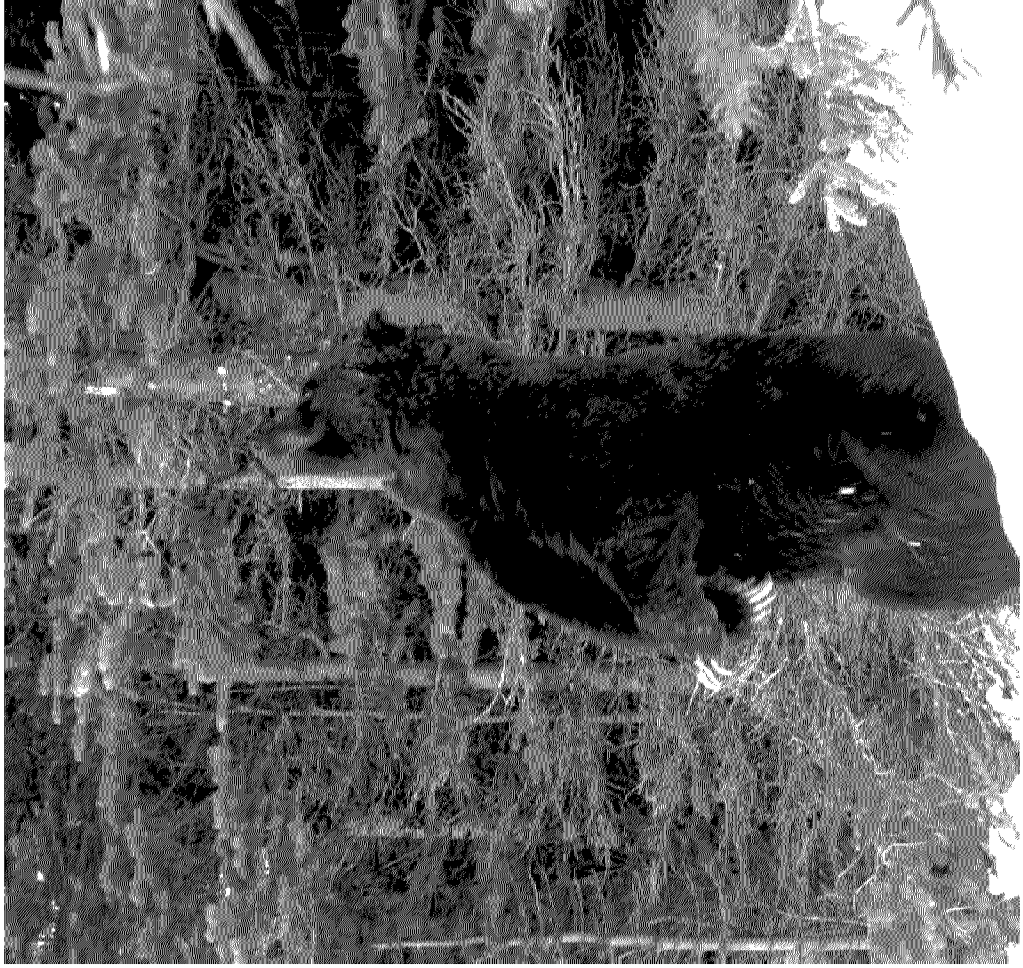


WATERTON
BIOSPHERE RESERVE





Grizzly Bear Monitoring Program





Wolf Monitoring Techniques Research



We want your wolf sightings!
Please send details of your live wolf
observations to:

Albertawolves@gmail.com

or call

406.243.4329 (USA)

Thanks for your help!

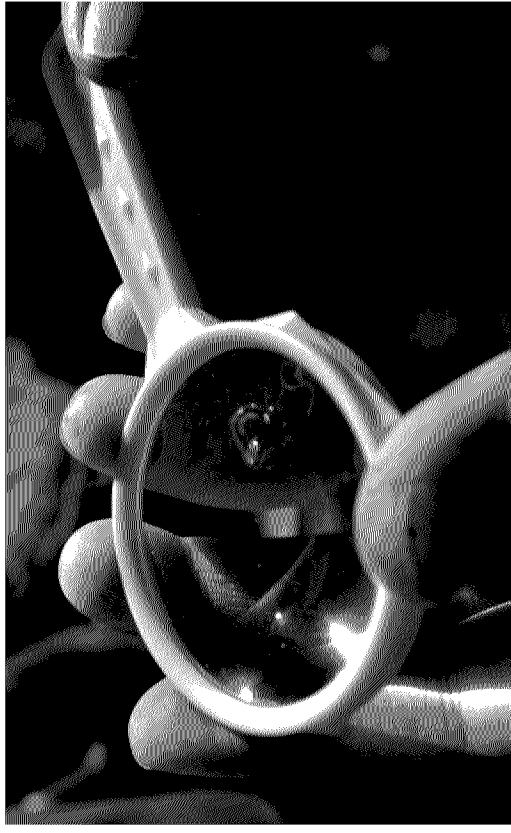


Cooperative Weed Management Area





Cardston Elementary Wetlands Education

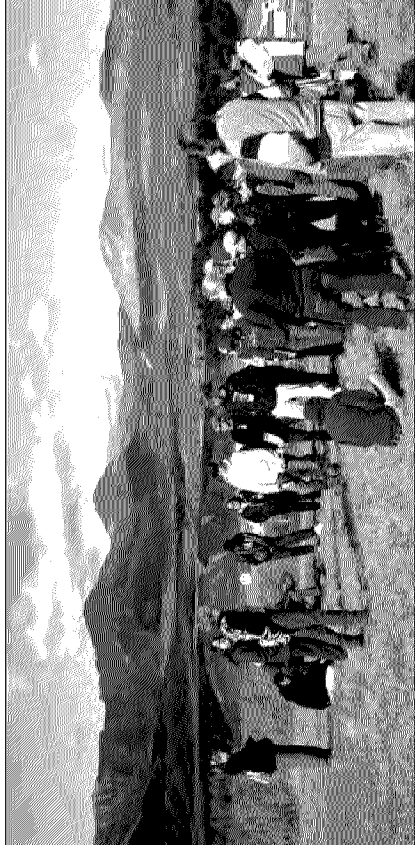




Land Care Program Lethbridge & Red Crow Colleges



Ranching



Nature Conservancy of Canada



Parks Canada



Aboriginal



Digital Stories

Stewardship Stories by WBR Residents





Upcoming Initiatives

- **Carnivores & Communities**

(safety, husbandry, compensation, communication)

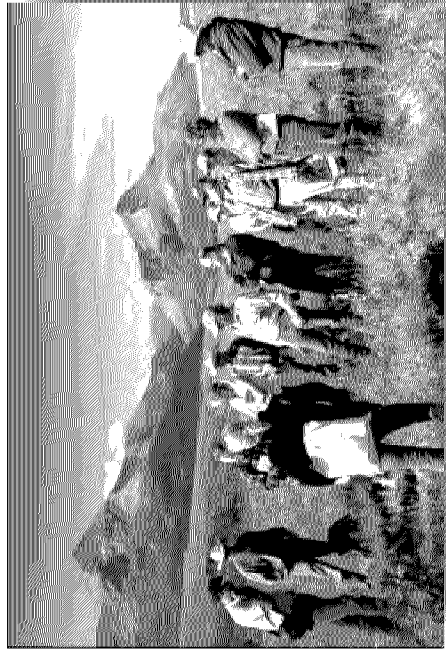
- **Cooperation Planning**

(determining regional priorities)

- **Species at Risk / Raptors**

- **Aquatic Invasive Species**

- **Ecosystem Services**





National & International Initiatives

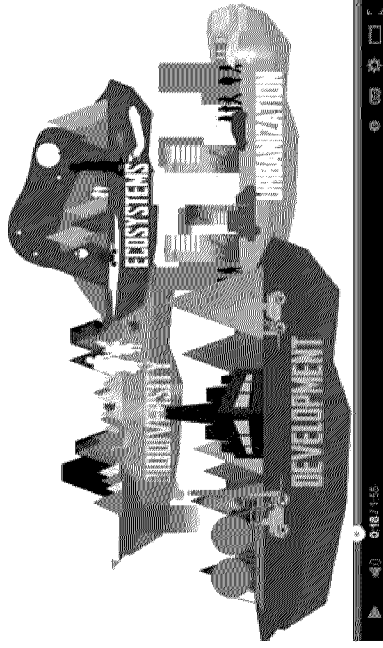


Striking Balance

A Documentary Series
Celebrating Canada's
Biosphere Reserves



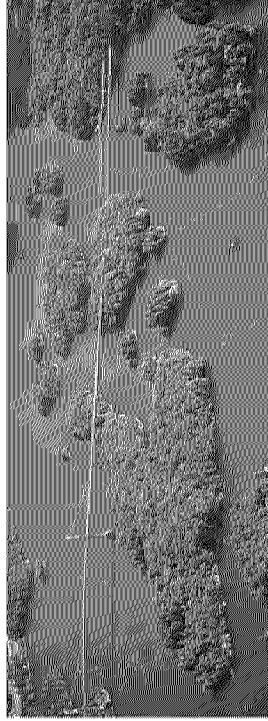
LEARNING FROM
EACH OTHER
FROM THE GREAT FRASER RIVER
TO THE GREAT WESTERN RIVER
BASIN



Get to know your biosphere reserve!

Frontenac Arch Biosphere 11 videos

89 views



**Social Enterprise & Biospheres
Development Framework**

Frontenac Arch Biosphere
Brockville, Canada October 2013

Contributions to MAB 2014-21 Strategy

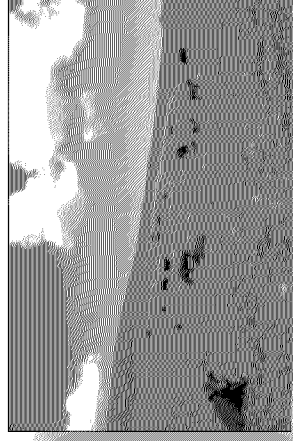


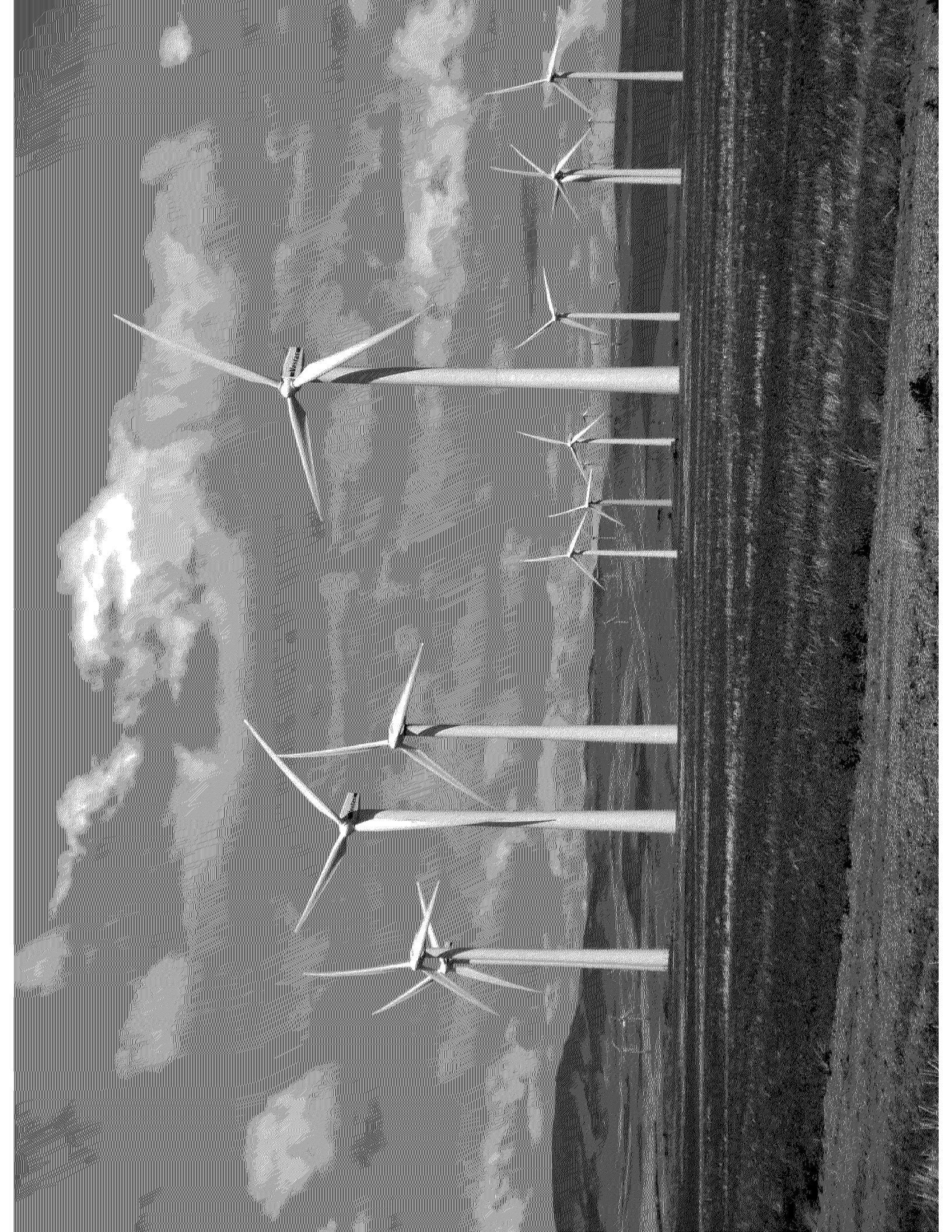
For more information...

Visit our website at www.watertonbiosphere.com

Nora – (403) 627-1473 nmanners@watertonbiosphere.com

Jeff – (403) 653-2219 jbeckell@watertonbiosphere.com





Dennis Olson
Box 85
Lundbreck, Ab. ToK 1H0
May 6,2014

Municipal Council of Pincher Creek #9
Pincher Creek, Ab. TOK 1W0

INTRODUCTION:

Concerning the proposed planning process for Lundbreck's Patton Park revitalization and future developments.

As this development has been on hold until the new water distribution system was in place and said system is now in operation, there can now be concerted planning initiated for Patton Park.

I have particular interest in any planning for the park for three reasons. I was one of the original participants in the planning and development of the Park, I am an adjacent landowner, and as a taxpayer and concerned citizen I take particular interest in municipal activities.

PRE-AMBLE:

The land for the Park was originally donated by the Oakley family to the municipality, and under the auspices of Reeve and Councilor, Hilton Pharis, and maintenance foreman, Lester Roth, the park was transformed from a gravelly pasture to a top-soiled and landscaped area which exists today. Recreational development was incorporated, mainly by a group of seven volunteers with financing mainly done by the municipality (of which I was a councilor at that time). Extensive tree planting was carried out, mainly through the efforts of volunteers. Development of the ball diamonds and the track and field facilities were professionally planned.

There was extensive use of these facilities during the 70's, 80's and 90's. However, interest in the park and its facilities waned in the early 2000's. Deterioration set in, caused by lack of interest and inept maintenance. Nearly all of the trees were lost and ball diamonds and the track and field facilities became barely useable (not much better than the original pasture land).

The addition of a skateboard facility brought some renewed interest in the park. As well, the annual sports day or "Corn Fest" has spot-lighted the pleasures that can be associated with Patton Park. This renewed interest, plus the present

town and municipal councils' new-found energies, has provided a window for revitalization and future planning for park development.

PROPOSALS:

I would submit, that such planning and development should take place in a well-thought out, methodical way. I would suggest the following steps be undertaken.

1. Planning –a 4 stage development plan be initiated 1 year- 3year – 10 year future possibilities.
2. Committee appointment – The Municipal Maintenance Supervisor, 1 MD Councilor, 1 School representative, 1 from Lundbreck Gardeners group, 2 from Lundbreck Town Council (1 to be chairperson or her appointee), 1 from surrounding rural area. A landscape architect should be either part of the group or at least give guidance during the initial planning and give final credence to the overall plan.
3. Necessary Considerations: The committee should come up with a submission to town and municipal council based on these “proposed topics”
 - a) Infrastructure - for present and future needs of pathways, roads, buildings and facilities. Consideration should also be given to modify vehicular, pedestrian, and facilities to accommodate handicap access and usability.
 - b) Surrounding residential impact – considerations should be made on the developments impact on surrounding residents. Such items as dust control, traffic flow and parking. Sight lines and possible activities disruptive to the nearby inhabitants should play important role in the initial plan.
 - c) Future adjacent developments - future possible developments on the north, west and south sides of the Park have to be taken into consideration. Incorporating designs in the park to accommodate these possible developments should take place.
 - d) Possible shelter belt promotion – perhaps snow retention and wind shelter incorporation could curtail the present situation of having to put up and take down snow fences each year.
 - e) Maintenance – short and long term maintenance programs should play a key role in this planning process. Planning should incorporate ideas to keep the area as maintenance free as possible. This will be

an ongoing major cost so careful consideration should go into this aspect.

- f) Usage – there should be a priority placed on types of development based on probable usage with overall costs of each activity incorporated into the final product prioritization. Presently, 95% of the usage is everyday pedestrian traffic and dog walkers. Other users are skateboarders, the annual Corn Fest Celebration and sporadic activities such as kite flying, archery practice, school activities and some playground use. This consideration should ultimately incorporate the “best bang-for-the buck” theory.
- g) Safety factors – users’ safety and insurance standards should play a key role in any development plans. All developments should face close scrutiny to meet stringent safety standards
- h) Grants - Government and privately sponsored grants and donations should be explored. There are many avenues to access recreational grants, and environmental program grants. Various clubs and organizations that may use the facilities could be approached to sponsor some developments.
- i) Environmentally friendly developments should be encouraged. Solar powered or wind powered generation could be incorporated.
- j) Budgeting – a long term financial budgeting commitment must be set up to ensure for the ongoing needs of the park. Exploration of costs to develop and maintain the Park should be clarified and committed to so that all the finances and physical energies are not wasted.
- k) Schools included – the local school and divisional school board should be actively included in not only the planning and development of the project, but also perhaps maintenance costs and operations. Programs should take place to make use of the facilities ie: skateboard training and safety standards, ball, track and field, archery etc. These could be incorporated into the Physical Education Program and the Hunter Training Programs. Staff could be encouraged to develop programs around various park facilities.
- l) Volunteers- there should be an examination of the roles volunteers could play in, not only the park’s development, but also the day-to-day activities and maintenance programs ie: gardeners’ group with flower gardens, ball teams looking after ball diamonds, archery club setting up a range and policing such, etc.

CHOICES to be made!!!!!!!!!!

The municipality has to make choices and commitments concerning Patton Park.

Basically the choices are:

1. Leave the park as is with repair and updates of existing facilities
2. Minor improvements (mainly aesthetics) such as trees, pathways, and access improvements.
3. Develop a "theme" type of park. ie: water based, recreation based, agriculture based, community gardens etc.
4. Develop a park as a destination site with central features promoting the theme: ie: botanical gardens, historical village, doukhobor interpretive center, recreation complex, agriculture complex, wildlife interpretive center etc.

In Summary:

I would hope that these suggestions and recommendations would spur initial response and set the tone for future discussion and decisions regarding the Patton Park development.

Thanking you for your time and considerations.



Dennis M. Olson

c.c. Peggy Dingerville- President Lundbreck Citizen's Council

George Dowson - Treasurer Lundbreck Citizen's Council

Terry Yagos – Municipal Councilor

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

Month Ending April 2014

D3

BANK STATEMENT C.I.B.C.	April	March
General Accounts		
Bank Statement Balance	(721,967.68)	(557,804.86)
Deposits After Monthend	18,615.82	822.50
Cash On Hand	300.00	300.00
Outstanding Cheques	(6,265.63)	(126,191.00)
Month End Cash Available (- Overdrawn)	(709,317.49)	(682,873.36)

M.D.'S GENERAL LEDGER	April	March
Balance Forward from Previous Month	(682,873.36)	(924,971.50)
Revenue for the Month:		
Receipts for the Month	846,779.10	1,574,867.84
Interest for the Month	37.15	0.00
Late Receipt Entry	3,230.80	
Transfer from Short Term Investments	0.00	0.00
Disbursements for the Month:		
Cheques Written	(511,775.46)	(374,688.73)
Payroll Direct Deposits and Withdrawals	(320,132.03)	(210,377.57)
Electronic Withdrawals - Utilities and VISA	(43,052.43)	(35,935.63)
Banking Transaction Fees	(198.28)	(253.82)
Bank Overdraft Fees	(1,332.98)	(577.60)
Requisition & Debenture Payments	0.00	(709,834.35)
Transfer to Short Term Investments	0.00	(1,102.00)
M.D.'s General Ledger Balance at Month End	(709,317.49)	(682,873.36)


SHORT TERM INVESTMENTS - C.I.B.C.	April	March
T-Bill Funds for General Account	1,218.46	1,217.18
T-Bill Funds Public Reserve Trust	215,222.71	214,889.93
T-Bill Funds Bridge Repair Advances	105,204.58	105,041.18
T-Bill Funds MSI Capital Grant Advances	2,787.05	2,782.72
T-Bill Funds Performance Bonds	35,581.53	35,538.55
T-Bill Funds Lottery Board Account	2,178.82	2,175.26
T-Bill Funds Regional Water Advance	2,083.35	2,080.11
T-Bill Funds Federal Gas Tax Grant Advance	708,832.98	707,732.06
T-Bill Funds Tax Forfeiture Land Sales	3,470.28	3,468.05
	1,076,579.76	1,074,925.04

LONG TERM INVESTMENTS	April	March	Annual Rate of Return	Original Investment Date	Original Investment Amount
Financial Institution	Market Value	Market Value			
C.I.B.C. Wood Gundy - Bonds	7,719,048.00	7,704,487.03	1.49%	Nov-88	1,255,915.75
Bank of Montreal Nesbitt Burns - Bonds	3,803,569.02	3,802,993.92	-2.23%	Jul-99	2,000,000.00
	11,522,617.02	11,507,480.95			3,255,915.75

COMMENTS

May Items of Note	Amount
Revenue In - Tax Revenue	9,000,000.00
Revenue In -	
Expense Out - Debenture Payments	
Expense Out - School Requisitions	
Expense Out - Budgeted Contributions	(750,000.00)

This Statement Submitted to Council this 13th Day of May 2014.


Director of Finance

MUNICIPAL DISTRICT OF PINCHER CREEK

WHEREAS Castle Mountain Resort is owned and managed by a local group of residents that are committed to the sustainable, long-term healthy growth of tourism and outdoor recreation in the Municipal District of Pincher Creek (MD);

AND WHEREAS the Castle Mountain Resort ownership group understands and accepts its environmental responsibilities and stewardship as a major landowner in the Castle River Watershed;

AND WHEREAS Castle Mountain Resort is a major attraction within the MD of Pincher Creek;

AND WHEREAS Castle Mountain Resort is a significant contributor to the economy of the MD of Pincher Creek, contributing to sustaining local business, creating employment, and provides an important social and recreational amenity for our youth and families;

THEREFORE BE IT RESOLVED THAT the Council of the MD of Pincher Creek acknowledges the positive contribution of Castle Mountain Resort to the economy of the MD of Pincher Creek and southwest Alberta and the wellbeing of its residents and supports Castle Mountain Resort in its endeavour for continued growth of its amenities and services at Castle Mountain Resort so that through its healthy development Castle Mountain Resort can enhance its contribution to the MD of Pincher Creek and southwest Alberta;

AND FURTHER THAT Council of the MD of Pincher Creek encourages the Government of Alberta to adjust the current rules so that Castle Mountain Resort can operate at least one ski lift outside of the winter ski season, and offer non-motorized outdoor recreation opportunities such as, but not limited to, mountain biking, hiking, nature viewing and climbing to its clients;

AND FURTHER THAT Council of the MD of Pincher Creek encourages the Government of Alberta to actively consider measures in conjunction with Castle Mountain Resort to improve the cost effective and environmentally responsible access to the water necessary for the continued healthy and responsible growth of Castle Mountain Resort;

AND FURTHER BE IT RESOLVED THAT Council of the MD of Pincher Creek encourages the Government of Alberta to upgrade and pave Highway 774 which provides the sole access to Castle Mountain Resort for its residents, customers, suppliers and visitors.

MD OF PINCHER CREEK

MAY 12, 2014

TO: Wendy Kay, CAO
FROM: Leo Reedyk, Director of Operations
SUBJECT: SOUTHERN ALBERTA GRAZING SCHOOL FOR WOMAN SPONSORSHIP

1. Origin

The Agricultural Service Board received a request (attached) from the Southern Alberta Grazing School for Woman for sponsorship. The grazing school is being held in Pincher Creek this year on July 23-24.

2. Background:

The Agricultural Service Board reviewed the request and passed Resolution 14/032:

Moved that the ASB recommend to Council that the Municipal District sponsor "Coffee Breaks" at the Southern Alberta Grazing School for Woman being held in Pincher Creek July 23-24, 2014 up to \$500.00.

And that the Assistant Agricultural Fieldmen assist the organizing committee as able as an in-kind contribution.

3. Recommendation:

THAT the report from the Director of Operations, dated May 12, 2014 regarding the Southern Alberta Grazing School for Woman Sponsorship be received;

AND THAT Council respond positively to the sponsorship request as recommended by the Agricultural Service Board with funding coming from 2-62-0-510-2510 (coffee supplies).

Respectfully Submitted,

Leo Reedyk



Attachments: - Southern Alberta Grazing School for Woman for sponsorship request

Reviewed by: Wendy Kay, Chief Administrative Officer *W. Kay* Date: *May 20, 2014*



Southern Alberta Grazing School for Women

July 23-24th, 2014 Pincher Creek, Alberta

Sponsorship for the 11th Annual Southern Alberta Grazing School for Women

2014 will mark the 11th consecutive year for the successful Southern Alberta Grazing School for Women. A much anticipated annual event for ranching and farming communities in southern Alberta, this two day program brings together rural women to network and share experiences, to develop and enhance farm and ranch management skills and to increase awareness of landscape management solutions to environmental issues. **Topics cover a range of timely management issues, including range and riparian health, grazing principles and practices, carnivores and ranching, invasive plants, case studies, and much more!** Each year, the school also invites guest speakers from local ranches – women who share their personal perspectives, the challenges they've faced, the opportunities discovered, and the successes they've celebrated.

The Southern Alberta Grazing School for Women is a partnership event and is being hosted by: **Cows and Fish, Environment and Sustainable Resource Development – Rangeland Management Branch, County of Warner, Starland County, Operation Grassland Community, Chinook Applied Research Association, Cardston County, M.D. of Pincher Creek, Nature Conservancy of Canada, and the Alberta Conservation Association.** Each organization donates several thousand in-kind dollars in time which covers off some of the expenses required to organize and deliver the event; however, success of the school depends on generous financial contributions from sponsors – businesses and organizations – whose support ensures the school remains affordable for Alberta's ranching women to attend.

We are actively seeking sponsors and donors for the 2014 event. Sponsorship in the form of cash or in-kind donations for door prizes will ensure we deliver a unique and memorable event. Our committee will work with cash sponsors to ensure dollars provided are directed to areas that best fit their prerequisites. For example, cash sponsorship could be directed towards speaker expenses, plant identification books, coffee breaks, meals, etc.

We will be providing recognition of our sponsors during the event, as well as on as many of the materials published to promote the event, including brochures, registration packages, newsletters, and on our websites.

I would like to encourage your participation as a sponsor at this event! If you have any questions, please contact me or for more information please visit www.southernalbertagsw.blogspot.ca.

Sincerely,

Julie Landry-DeBoer
Biologist, Alberta Conservation Association
Southern Alberta Grazing School for Women, Committee Member

#400, 817 4th Ave South
Lethbridge, AB
T1J 0P3
Email: Julie.landry-deboer@ab-conservation.com
Telephone: 403-388-3121/403-382-8568



MD OF PINCHER CREEK

MAY 20, 2014

TO: Wendy Kay, Chief Administrative Officer

FROM: Leo Reedyk, Director of Operations

SUBJECT: **Improvements to Unimproved Road Right of Way – RR 30-3**

1. Origin

Administration received a call from Blane Marr, requesting we look at and improve access to SE 16-30-3-W4M. The statutory road right of way east of the property runs through the alluvial plain of the Yarrow Creek and up a steep embankment through a spring. On the west side of the road right of way is an electrified 6' buffalo fence.

Mr. Marr pointed out that Alberta Environment has a kiosk at the end of the road where trail information is distributed and that all traffic going into Yarrow Canyon should be going through this road right of way. Alternately traffic goes through the adjacent land owners land to the east to access the forestry on the Shell Access road.

2. Background:

Mr. Marr requested the road right of way be improved to allow him to access the forest reserve where he has traditionally grazed cattle. Historically he would have crossed the south ½ of 21-30-3-W4M to gain access to his land but the owner of that land no longer wishes to have him cross. The next available option is for him to take his cattle up the statutory road right of way.

As the road right of way is significantly obstructed with trees and crossing with cattle is impeded by the spring and soft ground, he requested the Municipal District take action to improve the right of way for approximately 65 meters. Staff toured the site with Mr. Marr to understand his concerns and review options. He was told that as this was an improvement to the unimproved road right of way, Council would have to be involved in the decision.

It was suggested that the poplars within the road right of way, up the embankment to the next ¼ line could be cut at minimum. He indicated that if that was all that was going to

happen, he could do that. Additionally, that gravel material from the alluvial plain could be used to improve stability up the slope as a minimal project scope.

3. Recommendation:

THAT the report from the Director of Operations, dated May 20, 2014, regarding Improvements to Unimproved Road Right of Way be received as information;

AND THAT Council direct Administration to reply to Mr. Marr that the Municipal District is not prepared to do any development on the unimproved road right of way at this time.

AND FURTHER THAT if Mr. Marr feels that removing trees to improve access for his livestock is warranted that he be allowed to do so.

Respectfully Submitted,



Leo Reedyk

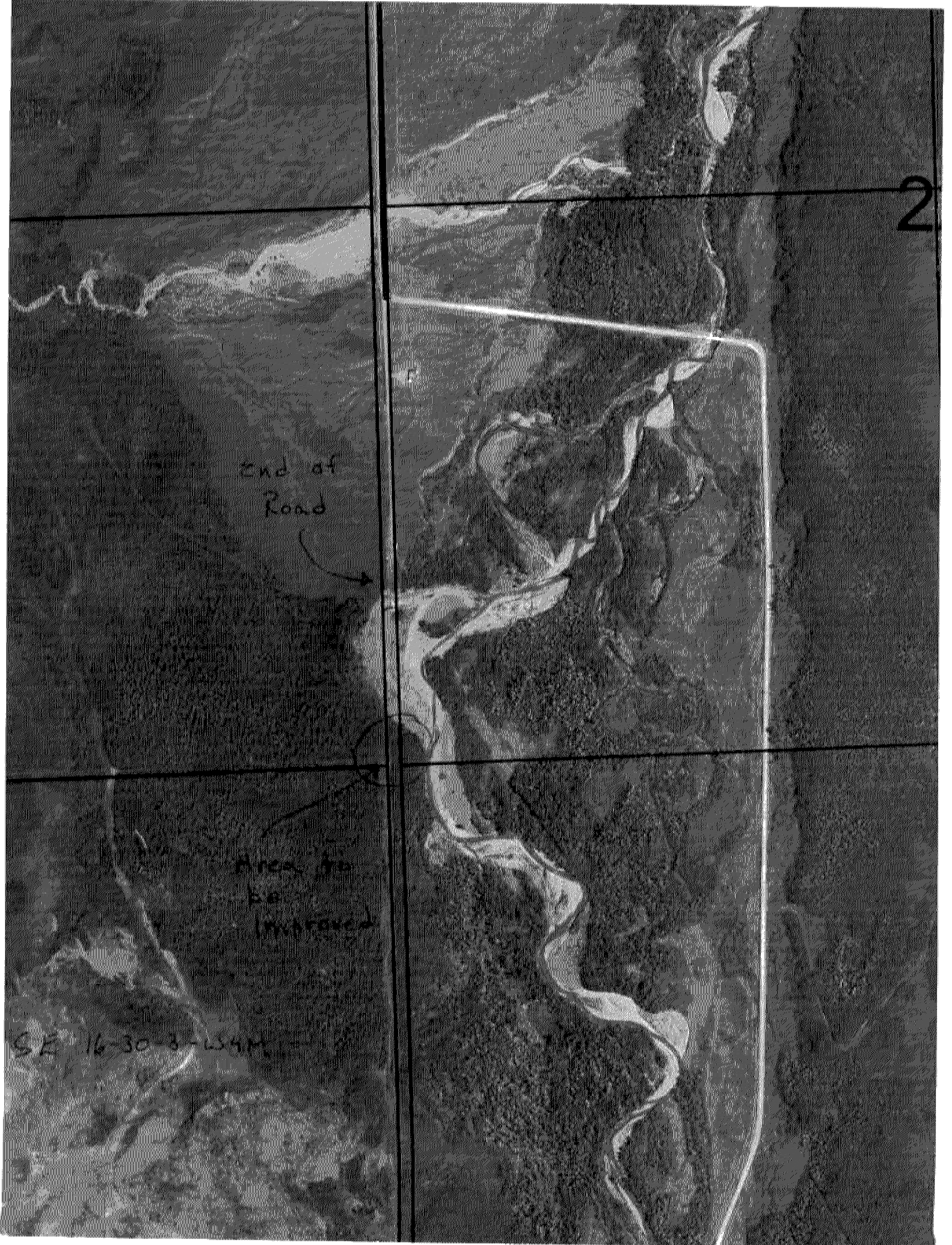
Attachments

Reviewed by: Wendy Kay, Chief Administrative Officer *W. Kay* Date: *May 20, 2014*

End of
Road

Area to
be
Improved

SE 16-30-3-24M



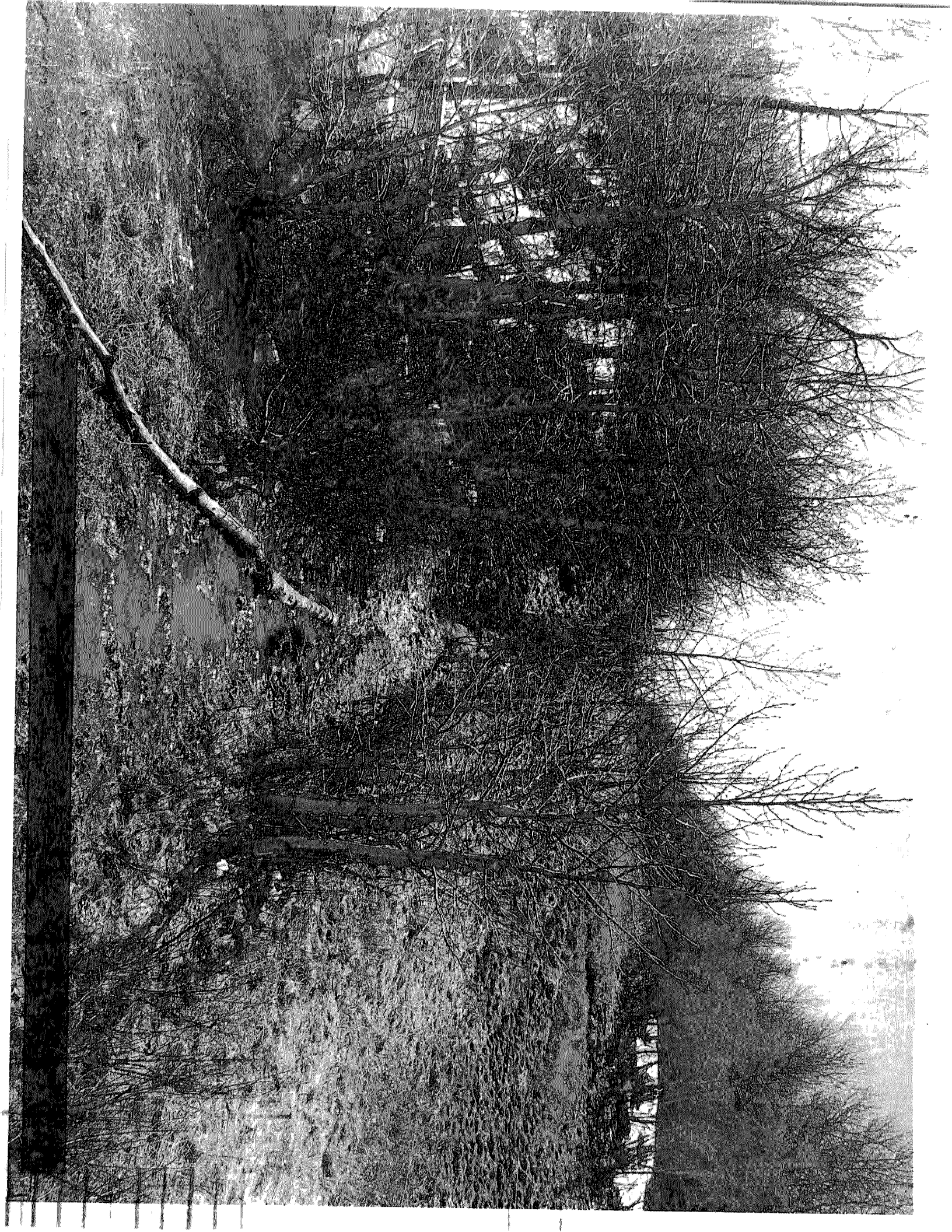
Castle Special Management Area Public Land User Zone

This area is managed to provide for the protection, preservation, and enjoyment of the natural resources and scenic views of the area. The area is managed to provide for the protection, preservation, and enjoyment of the natural resources and scenic views of the area. The area is managed to provide for the protection, preservation, and enjoyment of the natural resources and scenic views of the area.



© 1998





MD OF PINCHER CREEK

MAY 12, 2014

TO: Wendy Kay, CAO
FROM: Leo Reedyk, Director of Operations
SUBJECT: LANDFILL INCINERATOR PROJECT

1. Origin

The Crowsnest Pincher Creek Landfill Association has been looking at an incinerator as a means of disposing of materials coming to the Landfill. Emile Saindon, Manager of the Landfill gave a presentation (attached) to the Agricultural Service Board at their May 1, 2014 meeting.

2. Background:

The Landfill Association has been looking at options to minimize the volume of materials put into the facility. An incinerator would turn batches of material into ash thereby reducing the volume of material to be put into the landfill's cells. The reduced volume of material would result in an extended period of time to fill the current and future landfill cells.

The landfill has been unable to take cattle carcasses as they are unable to destroy potential BSE Prions. An incinerator could effectively destroy the Prions in beef carcasses, reduce other carcasses including road kill as well as deal with other agricultural waste including plastic feed wraps. Currently there are no recycle options for most agricultural plastics as they are dirty and contain small amounts of feed stock and non-recyclable material.

The Agricultural Service Board passed Resolution 14/026:

Moved that the Agricultural Service Board support in principle the landfill incinerator project and recommend to Council that they continue to forward the project through a landfill association sub-committee.

And that if representation is required from an agricultural producer, Tony Bruder would be able to participate.

3. Recommendation:

THAT the report from the Director of Operations, dated May 12, 2014 regarding the Landfill Incinerator Project be received;

AND THAT Council respond positively to the Crowsnest Pincher Creek Landfill Associations incinerator project as a means of reducing the overall volume of material being landfilled at the facility.

Respectfully Submitted,



Leo Reedyk

Attachments: - Incinerator Project Briefing

Reviewed by: Wendy Kay, Chief Administrative Officer *W. Kay* Date: *May 20, 2014*

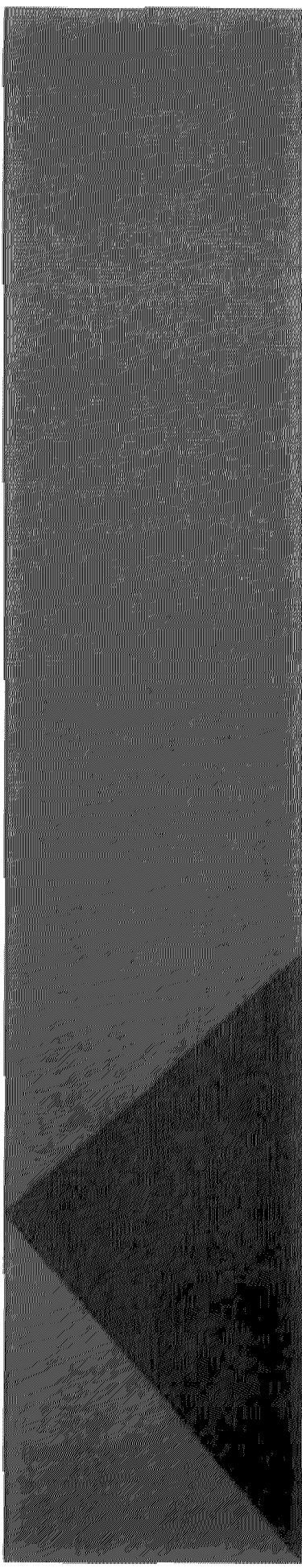
**CROWSNEST/PINCHER CREEK
LANDFILL
INCINERATION PROJECT**

PROJECT BACK GROUND

Need for animal carcass disposal. Primarily Beef cattle and calves in the Southwest part of Alberta

Secondary issue is the disposal of hard to handle and non degradable plastic waste form the landfill.

Large number of road kill carcasses and local hog farm losses received every week for landfilling.

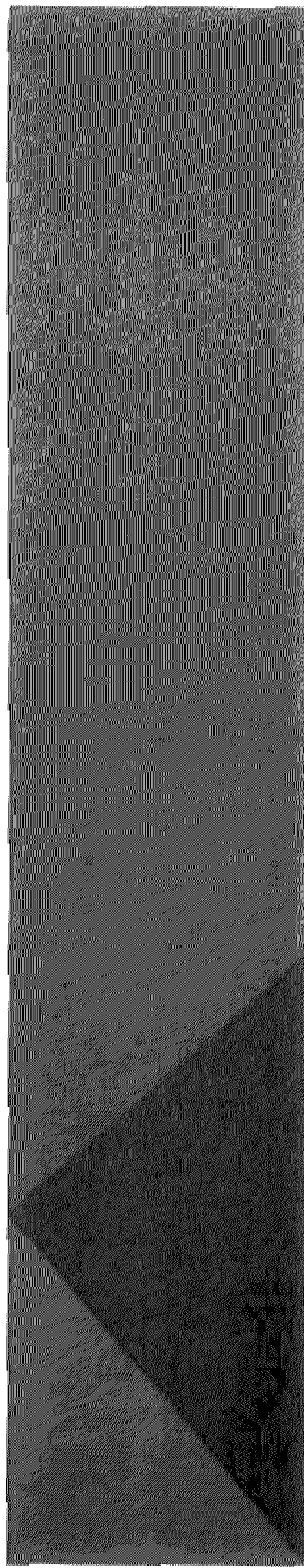


CURRENT SITUATION

Some beef cattle carcasses are left to rot in the ranchers fields which in turn leaves them out for carnivores to feed on.

The remaining beef carcasses are taken away to rendering plants at a cost to the rancher.

The remaining carcasses(Hogs, Chickens and road kill) are landfilled.



LANDFILL OPERATIONAL ISSUES.

Bale netting, bale twine and silage bags are a great concern to the successful operation of a landfill. These items are hard to handle they cause damage to our equipment and they do not breakdown over time.

Road kill and local hog operation also present problems to the landfill, these items are attractants to small carnivores and vectors who like to feed on such items.



INCINERATION

Potential exists for the purchase and set up of a Natural Gas fired incinerator with a capacity of 10 to 20 metric tonnes per 24 hours of operation.

Larger more expensive units can also be sourced.

This process meets the necessary temperature to destroy the Prions on BSE disease.



INCINERATION

The incineration process is automated and requires very little supervision other than routine maintenance and loading of material for each cycle burn.

Ash from the burn cycle is easily removed and landfilled.

Air pollution control systems are available should the unit not meet certain emission regulations in Alberta.



REFERENCES

Please find the following information attached

Code of Practice for Small Incinerators (Alberta Gov. 2005)

Technical Document for Batch Waste Incineration (Environment Canada 2010)
Information on Eco Waste Incinerators

Spreadsheet on estimated costs to set up and operate an incinerator based on
capacity of the units.





WorleyParsons

resources & energy

WorleyParsons Canada
Suite 500, 151 Canada Olympic Rd SW
Calgary, AB T3B 6B7 CANADA
Phone: +1 403 247 0200
Toll-Free: 1 800 668 6772
Facsimile: +1 403 247 4811
www.worleyparsons.com

18 March 2014

Proj. No.: 307074-01986
File Loc.: Calgary

SaniFlame Inc.
3264 Mainway
Burlington, ON
L7M 1A7

Dear Vendor:

RE: EXPRESSION OF INTEREST FOR A BATCH BURN INCINERATOR

1. BACKGROUND

The Crowsnest Pincher Creek Landfill Association (CNPC Landfill) operates an integrated waste management facility that is located approximately ten (10) kilometres west of Pincher Creek, Alberta. The CNPC Landfill receives and disposes of both municipal solid waste (MSW) originating from the region's municipalities and industrial waste streams originating with the energy extraction, processing and transportation industry.

The CNPC Landfill is also situated in a rural setting, and as such, the CNPC Landfill is surrounded by a large and active agricultural industry that is primarily focused on grain and meat production.

The CNPC Landfill has retained WorleyParsons Canada Services Ltd. (WorleyParsons) to develop and provide an Expression of Interest document to selected incinerator Vendors in order to gain access to information pertaining to Vendor abilities and experience, capital cost information, incinerator capacity, infrastructure requirements, operating costs and a host of other points of interest.

2. GENERAL REQUIREMENTS OF THE CNPC LANDFILL

The following requirements shall be met:

- a) The proposed incinerator shall be able to handle a minimum of ten (10) tonnes to a maximum of twenty (20) tonnes of MSW waste per batch per day – the MSW waste shall include various plastics waste;
- b) The proposed incinerator shall also be able to handle large animal carcasses such as horses and cattle;



- c) The stack emissions of the proposed incinerator shall meet or exceed the current Alberta Environment's emissions regulations; and
- d) When disposing of animal carcasses, the incinerator shall meet the Canadian Food Inspection Agency's (CFIA) prions destruction guidelines.

3. HOUSING/ENCLOSURE FOR THE PROPOSED INCINERATOR

The CNPC Landfill will be constructing a 12.2 metre (40') x 24.4 metre (80') building to house the proposed waste incinerator. The building will have a roof line that will provide 6.1 metres (20') of clear headroom inside the building.

4. QUESTIONS OR QUERIES FOR THE VENDOR

All Vendors are requested to provide written answers to the following questions or queries. Please note that the Vendor shall provide those answers on their own letterhead and shall submit this directly to the CNPC Landfill in accordance with the instructions provided at the end of this Expression of Interest:

- **Query #1** – Provide a budgetary capital cost estimate for the acquisition of a batch burn incinerator, meeting the requirements as stated above in Section 2. The budgetary capital cost estimate shall be +/- 20% and shall include the costs to transport the incinerator to the CNPC Landfill site, to install and set-up the incinerator inside the CNPC supplied enclosure building, to test and commission the incinerator and to train CNPC Landfill staff upon the completion of the testing/commissioning phase;
- **Query #2** – Provide some detailed information concerning the foundation requirements for the proposed incinerator. Information can include, but not be limited to, minimum floor slab thickness, typical reinforcing requirements if these are beyond the ordinary, requirement for piles and other such general information;
- **Query #3** – Provide power (electrical) and natural gas requirements needed to control, sustain and operate the proposed incinerator;
- **Query #4** – Does your incinerator meet or exceed the emissions standards identified in 2 c) and 2 d) above;
- **Query #5** - Provide stack emissions data when batch burning MSW wastes and animal carcasses. The data should originate from actual emissions data collected and compiled for the incinerators manufactured by your company;
- **Query #6** – Provide the average cost per tonne to operate the incinerator – again the operating cost data should originate from actual cost accounting reports collected and compiled for the incinerators manufactured by your company;
- **Query #7** – What is your anticipated timeline for the delivery of an incinerator unit from the time that the purchase order and Notice to Proceed are provided; and
- **Query #8** – Provide any other pertinent information that you, the vendor, see fit to provide in order to clarify, add value and/or support this Expression of Interest.



WorleyParsons

resources & energy

5. EXPRESSION OF INTEREST INSTRUCTIONS

- The Vendor shall contact the CNPC Landfill Manager, Mr. Emile Saindon, if you require specific information or clarification. Mr. Saindon can be reached at the following:
 - Telephone: 403-628-3849 and wait for the prompt for the "Landfill Manager"
 - Email: esaindon@toughcountry.net
- The prospective Vendor has until 2:00 pm Tuesday April 1, 2014 to respond to this Expression of Interest; and
- The Vendor's response to this Expression of Interest shall be emailed to the person and address shown directly above.

Sincerely,

Gilbert Gagnon, C.E.T.
Senior Infrastructure Specialist

On behalf of Emile Saindon
Crowsnest Pincher Creek Landfill Association

**Prairie Business Unit
Infrastructure & Environment
WorleyParsons Canada Services Ltd.**

Sustainable Waste Management Solutions



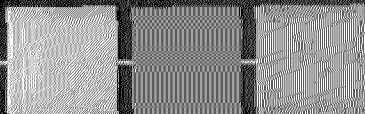
ECO WASTE SOLUTIONS



Managing Risk

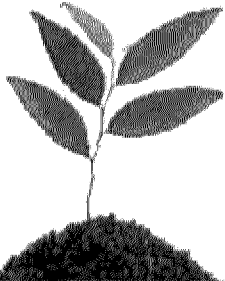
Eliminating Waste

Maximizing Resources



www.ecosolutions.com

our company: **Eco Waste Solutions**



Eco Waste Solutions (EWS) is a Canadian environmental technology company focused on point-of-need waste management solutions.

EWS' Eco Waste Incineration systems offer a sustainable waste management alternative for customers, typically in remote locations, where traditional waste disposal options are not feasible.

These technologically-advanced yet easy-to-use systems are field-proven in extreme mining locations such as high-arctic regions, tropical climates and high elevations. This track record, in addition to environmental performance and product durability sets EWS apart from other incinerator suppliers worldwide.

EWS is a privately held enterprise, based in Burlington, Ontario. Established in 1994, we have earned a strong following within a number of key industries by demonstrating leadership in design-quality, environmental integrity and excellent customer service. Our clients in the mining industry, oil & gas industry and the military have demanding and highly specific requirements. We understand that these industries require vendors that offer robust reliable equipment that allows them to uphold commitments to environmental protection and worker safety. These are important values to EWS also. Our company has made great efforts to balance these goals with the need to be cost-effective. The result is a product line that has excellent credentials and is quickly becoming known as the benchmark in our industry.

Our business centers on partnering with our clients to produce a customized solution. Our in-house expertise includes project planning services, regulatory guidance, engineering, product design and fabrication. Project implementation services include dedicated project management and controls, permitting assistance, installation supervision, system start-up, operator training, technical support, contract and/or demand maintenance.

OUR CREDENTIALS

Environmental Technology Verification (ETV) Program

The ETV Program is a joint Environment Canada - Industry Canada initiative delivered by ETV Canada Inc. The ETV Program is designed to support Canada's environment industry by providing credible and independent verification of technology performance claims.

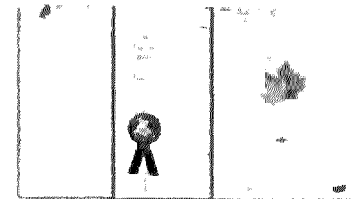
The Eco Waste Oxidizer (ETV 97005) and Bio Waste Oxidizer (ETV 00005) air emission data performance claims have been verified by Environment Canada's ETV Program.

Quality Assurance Certification ISO 9001:2008

EWS is committed to Quality Assurance. Our quality policy is customer-centric and ensures that continuous improvement is achieved using valuable customer feedback. To make certain that this process continues EWS follows an ISO 9001:2008 Quality Management System.

Global Patents

EWS has been awarded patents in Canada, the U.S. and in Europe for its unique thermal waste treatment process.



eco waste solutions experience: **field proven**

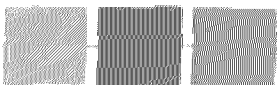
20 years of experience working in remote locations and extreme climates

The majority of our projects are in remote regions of North and South America. In these locations, traditional waste management options are not always appropriate, and in some areas have caused considerable environmental damage. Alternative options, such as shipping waste elsewhere, are simply not practical and may increase the risk of accidental contamination and exposure to liability. A point-of-need solution is the only sound sustainable approach for many remote camps and communities.

In many cases, incineration of waste is mandated by regional environmental regulations in order to protect local wildlife that may otherwise be attracted to the waste disposal site. In some regions dangerous predators pose a significant threat to worker safety. Incineration can help minimize this risk.

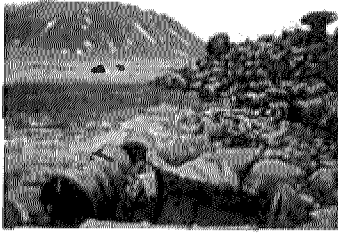
In addition, some EWS clients apply the technology to treat biomedical waste and/or animal carcasses.

Upon request, we would be happy to provide you with references in your industry.

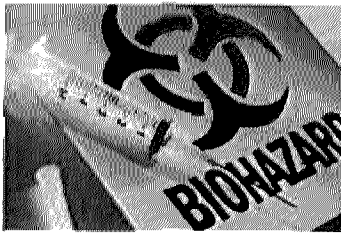


Managing Risk

waste disposal: a complex problem



Waste Oil & Hazardous Liquids



Medical Waste



Sewage Sludge/Latrine Waste



Non-hazardous Solid Waste

addressing waste disposal requirements

EWS has made significant investments in Research & Development to innovate our technology. However, our products have been **fully commercialized and successfully operated since 1994.**

EWS offers a range of customized packages to meet specific waste management needs. The product line includes: small two-stage controlled air batch incinerators in capacities from 100 – 10,000 kg of solid waste per cycle, containerized mobile incinerators, liquid waste processors and continuous operation systems in modules of up to 100 tonnes per day.

Waste heat recovery is available with any of the packages. Systems can produce a range of valuable by-products including **hot water, steam and power.** Our engineering team will design, integrate and develop a total package including maximum achievable control technology air pollution control equipment, continuous emissions monitoring and our industry-leading controls package with the best in data monitoring and recording. This equipment is proven to meet the strictest air emission requirements in the world today.

The Eco Waste Oxidizer system can process a range of waste materials generated on-site. Waste materials do not require special treatment before processing. The following is a list of some of the potential waste streams that can be effectively processed in our system.

Waste Materials Suitable for Processing in Eco Waste Solutions Technology

■ Solid Waste	Description	Origin
Food Waste	Food, food packaging and containers, plastic and paper waste from food preparation	Kitchen and dining areas
Domestic Waste	General refuse such as paper, plastics, cans, bottles, cardboard, newsprint	Dormitory areas or households, recreation facilities, office areas, warehouse, plant and production facilities
Packaging	Cardboard boxes, paper, plastic containers, plastic film, styrofoam, poly-weave bags	Consumer goods and industrial and/or commercial supplies
Wood Waste	Skids, pallets, crates, including wood materials contaminated with chemical residues	Industrial and Commercial: Construction activity, inbound supplies, reagent and chemical packaging.
Absorbents	Rags, wipes, spill cleanup materials	Industrial
Filters – Air and Fluid	Filters coated with fine particles and trapped solids, saturated with water or fluids (glycol, lube oils, fuel)	From water treatment facility, or generated at industrial sites from maintenance of vehicles, machinery and equipment
Medical Waste	Bandages, dressings, gloves, swabs, syringes, sharps	Medical clinic or first aid centre
Tires & Rubbers	Tires, belts, hoses	From vehicles and equipment maintenance shops
■ Liquid Waste	Description	Origin
Glycol	Used antifreeze	From vehicles and equipment maintenance shops
Used Oils	Used lubricating and hydraulic oils, including synthetics	From vehicles and equipment maintenance shops
■ Semi-Solid Waste	Description	Origin
Sewage Sludge	Dry filter cakes	From sewage treatment plant dewatering equipment
Kitchen grease, oils	Solid kitchen fats, grease, used cooking oil	Kitchen grease traps, fryers

Eliminating Waste

our technology

EWS has field-proven advanced waste management solutions, in mobile and fixed packages, and innovative waste-to-energy applications. We address the needs of large and small military bases, and have provided solutions for global armed forces including the US Air Force, Canadian Forces and NATO Expeditionary Forces.



■ Cleaner Burning:

- **Best Available Technology:** utilizes 2-second retention at 1832°F (1000°C) for maximum pollution control
- **Tested, Proven and Verified:** Air emissions tested by accredited independent laboratories including Environment Canada, with verification under the ETV (Environmental Technology Verification) program
- Air emissions meet US EPA Standards with lowest levels of Dioxins & Furans
- Ash residual meets US EPA TCLP standards: non-toxic, non-hazardous, non-leaching
- Waste input is reduced by over 90% to safe, inert residual

■ Better Built:

- **Simple to use:** 1 button operation, automated operation does not require oversight
- No special handling/pre-processing of waste
- Robust, heavier grade materials, and few moving parts for long equipment life
- Easy in-field maintenance
- **Proven in-the-field, reliable with maximum uptime**
- Strict quality control standards, ISO 9001:2008 manufacturer

■ More Advanced:

- **Patented in the US, Canada and EU:** process designed to achieve the cleanest possible emissions commercially available today
- **Award-winning** company recognized for world-leading clean technology
- Modular design is **scaleable** to meet a range of capacities, without the need for years in on-site construction projects
- Innovation: **4th Generation Control Technology** (PLC based, real-time remote monitoring, graphic interface with touch-screen)
- Innovation: **Mobile/Containerized system:** Modular Concept evolved to meet NATO standards including EU-compliant air pollution control package, continuous emission monitors all in a rugged, "plug & play" containerized design with special base-frame to minimize infrastructure (eliminates need for a concrete pad)

batch incineration process overview

Batch incineration involves the combustion of waste materials as a single batch load without disturbance to the waste bed and without adding more waste until the completion of the cycle.

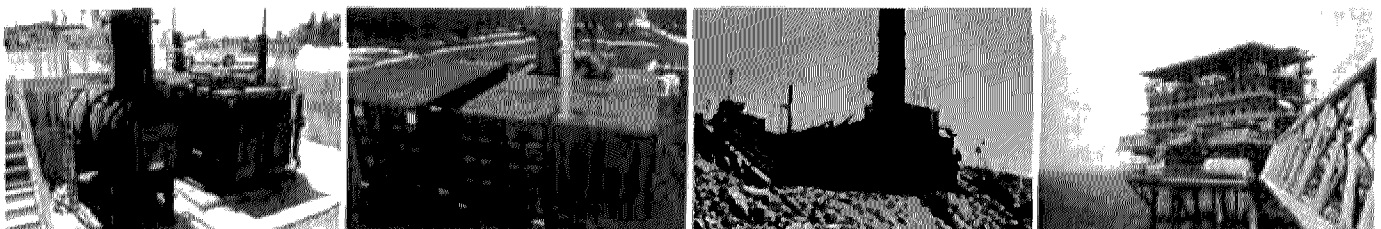
This design produces a much cleaner emission and removes the need for constant attendance to the process which is fully automated after loading and starting the machine.

The EWS batch incineration technology utilizes a starved-air (pyrolysis) combustion process to burn the waste. In the first stage a burner is used to elevate the temperature of the Primary Chamber, to the point of sustained combustion at 600°C-850°C (1200°F -1560°F). In this stage, which is designed to utilize minimal oxygen levels, the process becomes self-fueling and continues until the original waste volume and weight is reduced by over 90%. The original solid waste is gasified (converted to gas) while the non-combustible portion remains as residual ash which is non-hazardous, non-leaching and essentially inert.

As waste burns in the Primary Chamber, the gases generated, enter the high temperature, richly oxygenated and turbulent conditions of the Secondary Chamber for cleansing. This stage of the process is complete after the gases are retained for two seconds at an internal temperature of 1000°C (1832°F). EWS' proprietary control system ensures a consistent, thorough processing and the cleanest possible thermal treatment. The process is fully automated and does not require an operator in attendance to oversee the complete cycle once in progress.

After the completion of the burn and cooling cycles, residual materials are removed by manual or automated means and the complete process is repeated.

These packages may require an Air Pollution Control (APC) system, or Scrubber, to meet local environmental regulations. All EWS systems can be outfitted with an APC to further cleanse and neutralize exhaust gases to ensure compliance with local air emission standards.

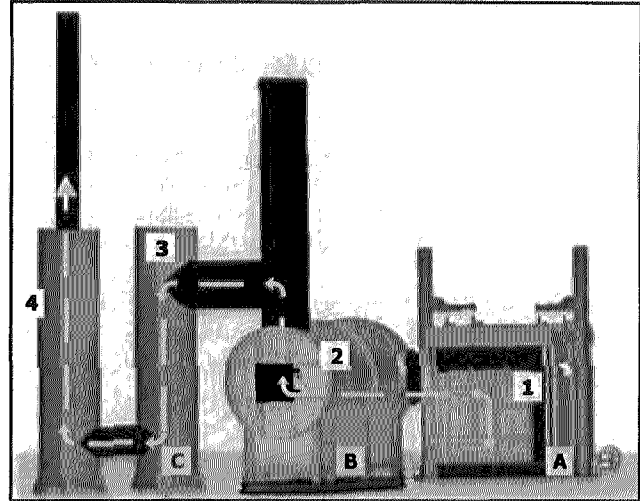


Eliminating Waste

ECO Model Process Overview

- A. Primary Chamber**
solid waste combustion
- B. Secondary Chamber**
combustion of gases from Primary Chamber
- C. Optional Air Pollution Control**
(Wet Scrubber Shown)
additional cleansing of gases if required

1. movement of gases to secondary chamber
2. high temperature and turbulent environment
3. rapid quench cooling gases
4. scrubbing of gases



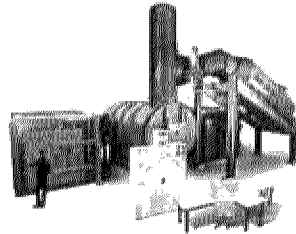
batch incineration models

ECO Models

The ECO Model is a custom-sized waste disposal system processing from **1 to 10 tonnes per day**. The ECO Model features one or two large Primary Chambers that can accommodate unsorted waste including large bulky items.

The ECO Model operates in a **one-batch-per-day fashion**. The burn cycle is generally 8 to 12 hours followed by a 6 to 10 hour cool down. The complete process, including time for loading and ash removal, takes place over 24 hours. This model can be outfitted with various options to automate waste loading.

This model has an **extremely low labour requirement** as the Operator only interfaces with the equipment once a day. Once the ash residual from the previous day's waste is removed, the operator loads the entire batch to the system (the chamber is cold and not active). This process of ash removal and loading of waste takes less than 1 hour for most configurations.



ECO Mobile

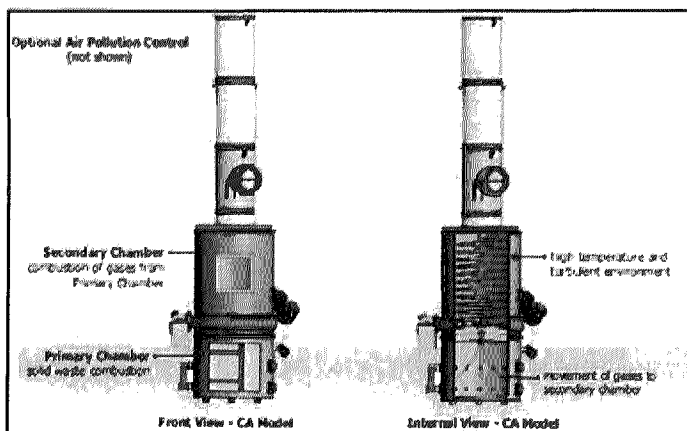
The ECO Mobile combines the EWS patented process with the **transportability** of a skid-mounted incinerator package.

This pre-configured and pre-tested mobile waste incinerator is permanently housed in a 20' or 40' ISO shipping container. The **"plug-and-play"** design allows the unit to be setup and operational with minimal assembly, within hours. After the utility hook-ups and stack assembly are complete, the unit is ready for operation. Similarly, this **self-contained** unit allows for easy disassembly and transportation to another location.

The ECO Mobile integrates all of the Eco Waste system components including the Primary Chamber, Secondary Chamber, Stacks and Main Control Panel. The ECO Mobile can include a fully containerized Scrubber or Air Pollution Control (APC) module to **meet any global air emission standard**. Other optional features such as batch or continuous waste loading devices, continuous emission monitoring systems (CEMS) and waste storage are also available as fully mobile containerized modules.



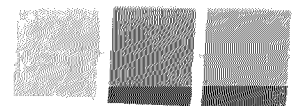
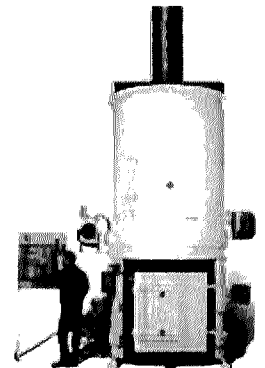
CA Model Process Overview



CA Models

The CA Model is similar to the ECO Model in function; however, it has a **smaller footprint**. The Secondary Chamber is stacked on top of the Primary Chamber to save space. This unit has the **same rugged construction** and all of the **advanced features** of the ECO Model. The CA Model is suited for smaller volumes of waste generated at a remote site such as an exploration camp or a seasonal project site. This model is available in three standard sizes.

This unit is manually loaded and has short batch times of 2 to 6 hours (depending on waste type). It is capable of processing multiple batches in a 24 hour period.



Eliminating Waste

continuous feed process overview

The process of a continuous feed Incinerator differs from the batch incinerator. The waste is charged into the continuous-feed Primary Chamber after it has achieved operating temperature of 600°C-850°C (1200-1560°F). The loading method and configuration may vary but as the name implies waste must be supplied to the incinerator on a continuous basis. Typically the waste is delivered to the system using a mechanical materials handling device such as a skid steer loader or conveyor. A waste charge or load is deposited in the first stage of the system via a hopper. The hopper directs waste towards the Primary Chamber where it is moved by a mechanical ram or platen that will push the waste into the system. The Operator is isolated from the heat of the process by a guillotine style door. Although this process may be highly automated, generally the Operator is required to be available to load the ram hopper every 20 minutes or so during the burn cycle.

Within the Primary Chamber the waste bed moves slowly along the stepped floor grate as it is pushed by a series of transfer rams. In this phase, which takes place over up to 6 hours, the solid waste is transformed into a gas that is drawn into the Secondary Chamber. What remains in the

continuous-feed Primary Chamber is sterile non-combustible material such as metals and glass and a non-toxic, non-leaching ash that is safe for disposal or re-use.

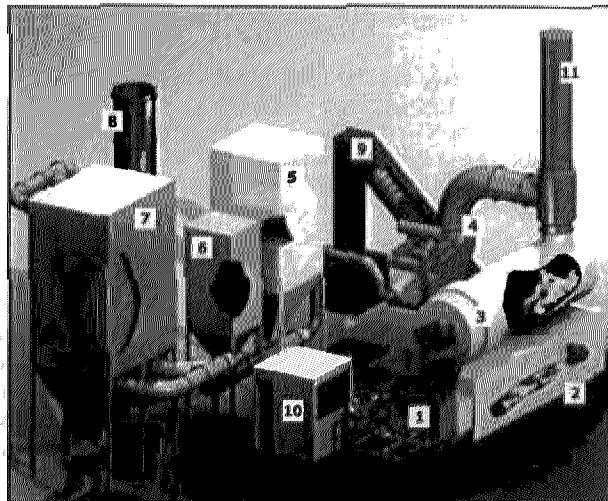
In the Secondary Chamber the combustion gases are exposed to a highly-oxygenated and extremely turbulent environment for a minimum of 2 seconds retention time at a temperature of 1000°C to complete the combustion reaction. The entire process is monitored and controlled by the EWS proprietary 4G control system.

Given the increased turbulence of the continuous-feed Primary Chamber compared to that of a batch incinerator the off-gases may require an Air Pollution Control (APC) system. The emission levels mandated by local environmental regulations and the waste composition will dictate the design selection of the APC. Typically the APC design includes stages to cool, neutralize and capture entrained particulate matter within the exhaust gas stream, before they can exit the stack.

The ash produced by a continuous-feeding incinerator requires continuous-ash-discharge. Most commonly this function is performed by a wet ash conveyor system that will operate automatically.

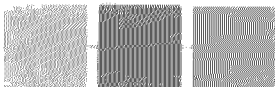
ECO CF Model Process Overview

1. Continuous Loading System
2. Primary Combustion of waste
3. Combustion of Volatile Gases
4. Waste heat Boiler - Heat Recovery
5. Emission Controls - Acid Neutralization
6. Emission Controls - Metals/Organics
7. Emission Controls - Dust/Particulate
8. Exit of Clean Gaseous Emissions
9. Ash Removal - Conveyor
10. Controlling and Monitoring of Process
11. Emergency Bypass Stack



ECO CF Models

Standard sizes ranging from 250kg/hour to 4000 kg/hr. Custom sizing is also an option. These modular packages, of up to 100 tons per day, can be combined to meet larger requirements. All CF Models have the advantage of being modular and transportable - not requiring in-field construction. Smaller models are available as containerized packages.



Eliminating Waste

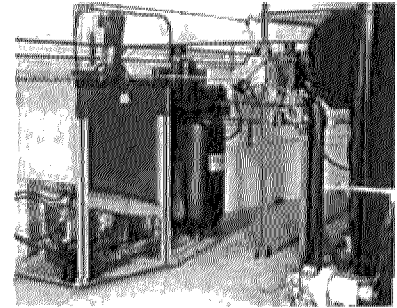
Liquid Waste

Eco Waste Solutions liquid waste incineration equipment is available as a stand-alone system processing only liquid waste or it may be a combination system to process both liquid and solid waste.

In the EWS solid-liquid waste incinerator, **waste oils and lubricants are processed as a fuel**, using a specialized burner package. The heat is used to treat the off-gases from the burning of solid waste. Used oils, normally treated as a waste, become a valuable fuel source offsetting the requirement for clean fuel. **This approach reduces the need for fossil fuels, and lowers the overall carbon footprint of the process.**

Other waste liquids with a higher water content and/or lower heat value can also be processed. These liquids may be emulsified with higher heat value liquids or processed as an aqueous liquid waste. The Liquid Waste Oxidizer, a custom designed thermal oxidation system, can be supplied as a stand-alone reactor or in combination with an ECO Model.

The Liquid Waste Oxidizer uses a liquid injection system to deliver the liquid waste to the oxidation reactor vessel where it is atomized into small droplets, vaporized and the by-products are oxidized in the presence of high temperatures (>1863°F/1000°C) and excess oxygen.



This equipment can also be configured as a permanently containerized mobile Liquid Waste Oxidizer or a mobile solid-liquid waste incinerator.



Maximizing Resources

net zero: zero waste, energy-from-waste



zero waste

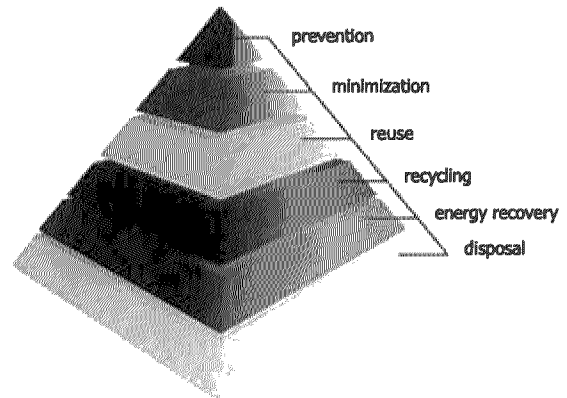
Waste volume is reduced by over 90%. The remaining ash residual (bottom ash) from processing non-hazardous waste is non-leaching and essentially inert. After enduring the combustion process, metals and glass remain intact but are sterilized and safe to handle. Preservation of metals and glass allows for post-treatment recycling. The remaining ash can be used as a replacement aggregate in low grade concrete applications such as road base, embankment fill and parking curbs.

energy-from-waste

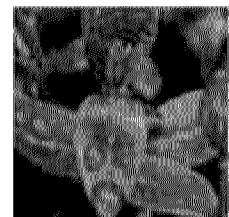
The high cost of fossil fuels and renewable energy incentives have improved the economics of investment in heat capture technologies, even on small scale systems.

The Eco Waste Solutions approach to converting waste to energy is based on combustion and waste heat recovery. This has been demonstrated in hundreds of installations to be reliable and predictable. There are many emerging technologies being applied on a demonstration basis to create energy from waste. While these show promise, there is substantial risk involved in adopting these inventions. Our clients require a solution to pressing waste management needs above all. Experimenting, particularly in remote locations, is not acceptable. By contrast, EWS offers a form of recovering valuable energy from waste that is fully commercialized and proven.

waste hierarchy



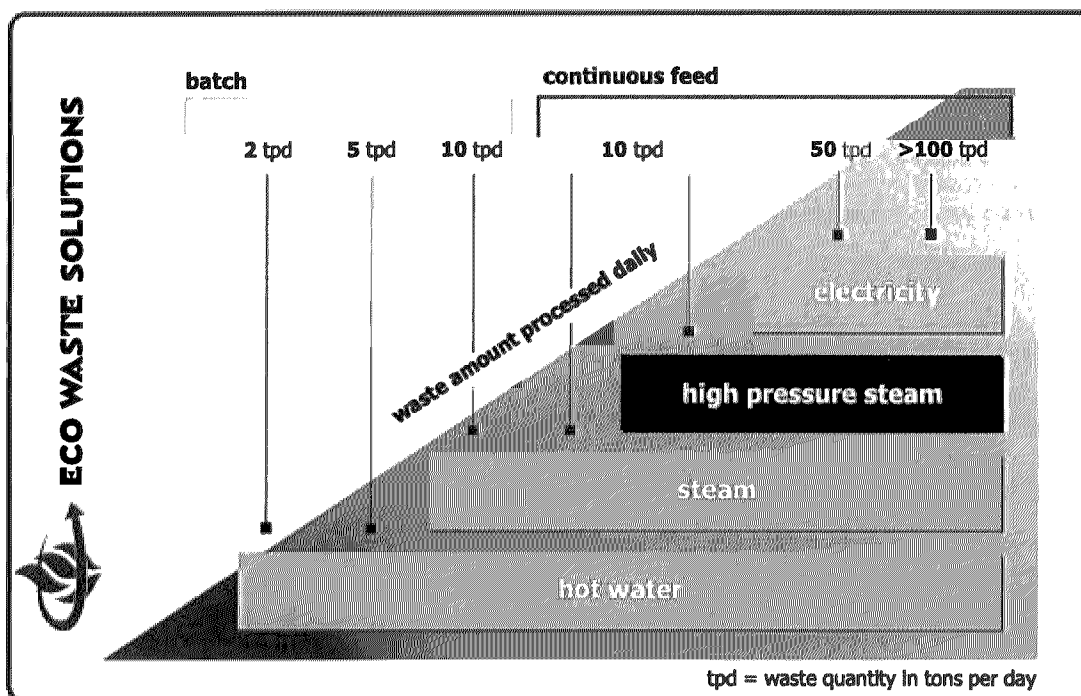
EWS has taken the long accepted method of using a modular continuous-feed incinerator system with a waste heat recovery boiler, and advanced it by incorporating the latest in efficient lower cost air pollution control technologies and heat recovery systems to ensure regulatory requirements are consistently met while maximizing energy recovery. EWS has applied the same innovative thinking to Waste-to-Energy that it has used to establish its equipment as the leader in robust, clean-burning, small scale systems and state-of-the-art mobile packages.



Maximizing Resources

eco waste solutions: waste-to-energy & heat recovery

Installations of any size can process waste to recover heat, using the Eco Waste Solutions system. Plants need not be large scale or dependant on waste from outside sources. The modular approach minimizes construction time and maximizes the opportunities to convert waste to energy.



Batch Operations:

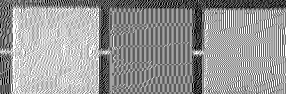
Small scale energy recovery is challenging. Generation of electrical power by processing small quantities of waste is not feasible. However, there are still opportunities to capture the heat and create useful by-products such as hot water, or space heating/cooling. The high economic, social, and environmental cost of fossil fuels has made heat recovery on smaller scale batch projects more attractive.

- **Hot air is available for space heating or process use e.g. sludge drying**
- **Can be fired using waste oils to eliminate reliance on clean diesel and solve another waste problem**
- **Simple hot water heat exchanger provides "free" hot water for showers, kitchens, etc.**

Continuous Feed Operations:

Rather than experimenting with new technologies such as plasma and syn-gasification, EWS has taken this long accepted method of using a modular continuous feed incinerator system and marrying it to off-the-shelf equipment such as waste heat recovery boilers. We have advanced this mature technology by incorporating the latest in efficient lower cost air pollution control technologies and heat recovery systems to ensure regulatory requirements are consistently met while maximizing energy recovery. EWS has applied the same innovative thinking to Energy-From-Waste that it has used to establish its equipment as the leader in robust, clean-burning small scale incinerator systems and state-of-the-art mobile incineration packages.

- **Heat available 24 hours, constant and stable**
- **Waste heat recovery boilers can be added to the package to generate steam, hot water and/or electrical power.**



Project: Crowsnest Pincher Creek Landfill Association
 (CNPC) Landfill
 Worley Parsons Expression of Interest (EOI)

Eco Waste Solutions (EWS)
 Average Waste Characterization

March 31, 2014

Average Waste Characterization

Waste Category	Percent of Individual Waste Type	Percentage of Total MSW Stream	kg/day	Condition	As-Received Heat Value, HHV	H ₂ O content	Ash Content	Bulk Density	Specific Volume
					Btu/lb	% Wt	% Wt	Lb/ft ³	ft ³ /lb
<i>MSW</i>		82.0%	8200	<i>Solid</i>	6500	30%	5%	10.00	0.100
<i>Carcasses</i>		18.0%	1800	<i>Solid</i>	1000	85%	5%	50.00	0.020
TOTAL		100.0%	10000	Solid	5510	40%	5.0%	12	0.09

EWS Assumptions:

Carcass Weight: 1000 lb/each (450kg), Ave. 4 carcasses/day

Waste HHV: 5500btu/lb-6500btu/lb

Waste Density: 12 lb/ft³

Acceptable & Unacceptable Wastestreams

The Eco Waste Solutions Incineration System can process a range of waste materials generated on-site. The following is a list of some of the potential waste streams that can be effectively processed in our system.

Waste Materials Suitable for Processing in Eco Waste Solutions Technology

Solid Waste	Description	Origin
Food Waste	Food, food packaging and containers, plastic and paper waste from food preparation	Kitchen and dining areas
Domestic waste	General refuse such as paper, plastics, cans, bottles, cardboard, newsprint	Dormitory areas, recreation facilities, office areas, warehouse, plant and production facilities
Packaging	Cardboard boxes, paper, plastic containers, plastic film, styrofoam, poly-weave bags	Inbound supplies to all work areas.
Wood waste	Skids, pallets, crates, including wood materials contaminated with chemical residues from Cyanide or explosives	Construction activity, inbound supplies, reagent and chemical packaging.
Absorbents	Rags, wipes, spill cleanup materials	From all work areas
Filters – Air and Fluid	Filters coated with fine particles and trapped solids, saturated with water or fluids (glycol, lube oils, fuel)	From water treatment facility, or generated at point of maintenance of vehicles, machinery and equipment
Medical Waste	Bandages, dressings, gloves, swabs, syringes, sharps	Medical clinic or first aid centre
Tires & Rubbers	Tires, belts, hoses	From vehicles and equipment maintenance shop
Low-level radioactive waste	Personal protective equipment (gloves, overalls, etc.), pallets, packaging, rags, construction debris that have come in contact with radioactive elements	From maintenance activities, operations and construction activities
Liquid Waste	Description	Origin
Glycol	Used antifreeze	From vehicles and equipment maintenance shop
Used Oils	Used lubricating and hydraulic oils, including synthetics	From vehicles and equipment maintenance shop
Semi-solid Waste	Description	Origin
Sewage sludge	Dry filter cakes	From sewage treatment plant dewatering equipment
Kitchen grease, oils	Solid kitchen fats, grease, used cooking oil	Kitchen grease traps, fryers

Some waste materials listed above must be co-fired with regular domestic waste in specific quantities and as per manufacturer's recommended operating procedures.

Acceptable & Unacceptable Wastestreams

The following is a list of some of the waste streams that should not be processed in our system. Please note small amounts of heavy metals may be acceptable if air pollution control equipment specially designed for metals removal is included in the package.

Waste Materials Not Suitable for Processing in Eco Waste Solutions Technology

Solid Waste	Description	Origin
Bulky Materials	Automotive or heavy equipment parts such as engine blocks and transmissions	From vehicles and equipment maintenance shop
Non-Combustible Materials	Drywall, asbestos, bricks, concrete, soils	Construction activity
Radioactive Materials	Smoke detectors, laboratory wastes	From Buildings, laboratories
Potentially Explosive Materials	Aerosol spray cans, large propane tanks, other pressurized vessels. Actual explosives	From warehouse, plant and production facilities
Heavy Metals	Items containing lead, mercury, cadmium, for example: batteries, electronic devices, fittings, old pipe work, fluorescent light bulbs, electrical switches, thermometers, PVC plastics, aluminum solder, photovoltaic cells	From maintenance activities, operations and construction activities
Liquid Waste	Description	Origin
High Alkaline or High Acid Materials	By-products of industrial processes, unrefined fuels	From warehouse, plant and production facilities
Solvents	Solvents such as acetone, xylene, methanol	From vehicles and equipment maintenance shop

Important Notes:

1. These lists are guides and should not be assumed to be an exhaustive list of materials
2. A waste and procurement audit is highly recommended and encouraged to ensure that all sources of heavy metals (especially mercury) are identified and diverted from the incinerator

The Canadian Environmental Technology Verification Program

.....enhancing the credibility of environmental technologies



Eco Waste Oxidizer

The Eco Waste Oxidizer, manufactured by Eco Burn Inc. (Eco Waste Solutions), is a two-stage thermal gasification system capable of meeting the stack emission criteria specified below, when used to incinerate municipal solid waste, and when the minimum temperature and minimum residence time in the afterburner are 1000°C and 3.2 seconds, respectively.

Parameter	Stack Emission Criteria	Unit
Particulate	12	mg/Rm ³
Pb + Mn + Cr + Cu	1	mg/Rm ³
As + Ni	0.02	mg/Rm ³
Cd + Hg	0.1	mg/Rm ³
Dioxin/Furan *	0.09	ng I-TEQ/Rm ³
SO ₂ **	39	mg/Rm ³
NOx	136	mg/Rm ³
CO	1.3	mg/Rm ³

* I-TEQ refers to international toxicity equivalent factor (2,3,7,8-TCDD). ** Emissions exclude diesel fuel auxiliary burner SO₂ and NO_x contributions. R indicates the reference measurement conditions for emissions, which are: temperature = 25°C, pressure = 101.3 kPa, and O₂ content = 11% dry.

Verified* Performance June 1997

License Number: ETV 97005
 Issued to: Eco Burn Inc.
 Expiration Date: April 2015

Kevin Jones
 President and CEO



Canada

* Refer to Technology Fact Sheet for additional information on the verification of this performance claim.



**Crowsnest Pincher Creek Landfill
Association (CNPC Landfill)**

EWS Relevant References

Reference A: City of Skagway, Alaska

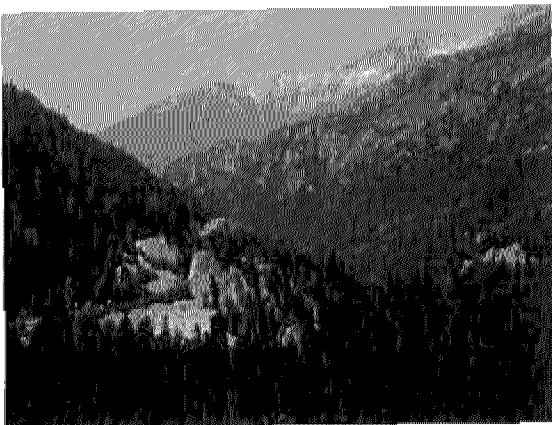
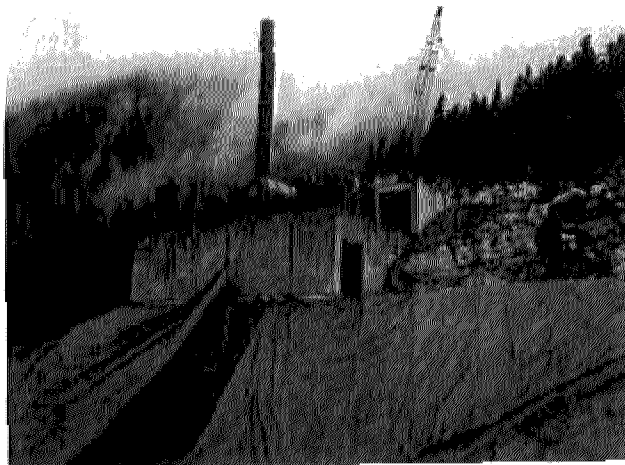
Project Details: EWS ECO 8TN

- Year of Installation: 1998
- Key tourist destination for cruise ships each summer
- Capacity 8 tons per day to handle both the community waste and the waste generated from the cruise lines

Project Team:

- Purchase via Public works by the city of Skagway, Alaska
- Construction of building and installation organized by Public works city of Skagway
- EWS was prime contractor complete solution, parts kits, facility manuals, documentation and training

Project Contact: Grant Lawson, Public Works Director, City of Skagway
g.lawson@skagway.org





Crowsnest Pincher Creek Landfill
Association (CNPC Landfill)

EWS Relevant References

Reference B: Cree Nation of Wemindji, Quebec

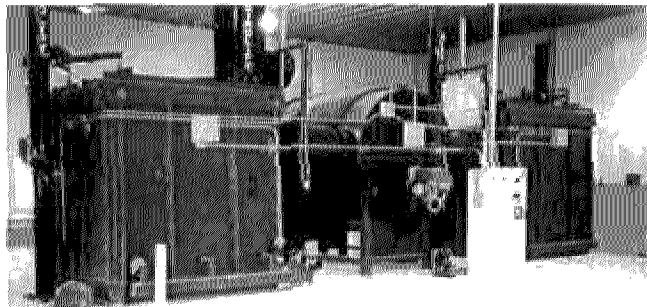
Project Details: EWS ECO 3TN

- Year of installation: 2003
- Remote community in the James Bay region of Quebec
- Capacity 3 tons per day of municipal solid waste

Project Team:

- Purchased via the city council of the Cree Nation of Wemindji
- Construction of building and installation organized by the Cree Nation of Wemindji City Council.
- EWS provided the equipment, start-up and training services
- EWS continues to provide service on a quarterly basis through the maintenance package purchased

Project Contact: Rod Mamianskum, Director of Environment, Wemindji lea@cree.net



Reference C: Canadian Forces Station Alert

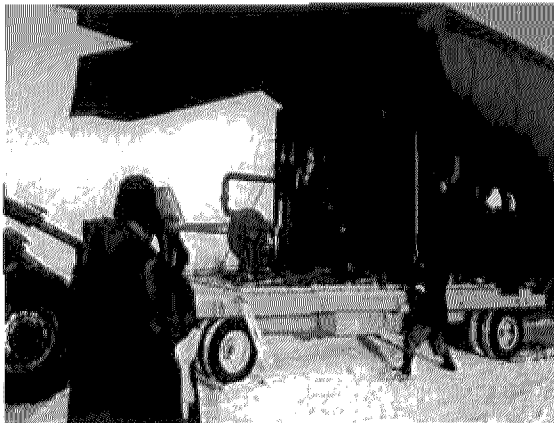
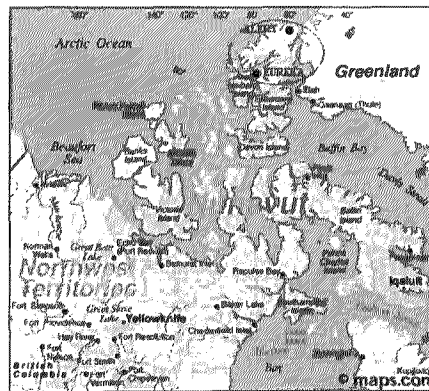
Project Details: EWS Model ECO 2TN

- Year of Installation: 1994 (in operation 19 years)
- CFS Alert Military Station on Ellesmere Island, Nunavut, Canada, just south of the North Pole
- Processes all of the solid waste produced on site, 2000 kg per batch

Project Team:

- Purchase via competitive open bidding process with Federal Government
- Construction of Building and Installation by Canadian Armed Forces Contractor
- EWS provided the equipment and start up and training services
- EWS continues to provide customer support, service and parts

Project Contact: Brian McCarville, Warrant Officer, CFS Alert. brian.mccarville@forces.gc.ca



**Unit being unloaded from military
Hercules Aircraft**



**Eco Waste Solutions unit at CFB Alert
located in building on base**

Reference C: Canadian Forces Station Alert

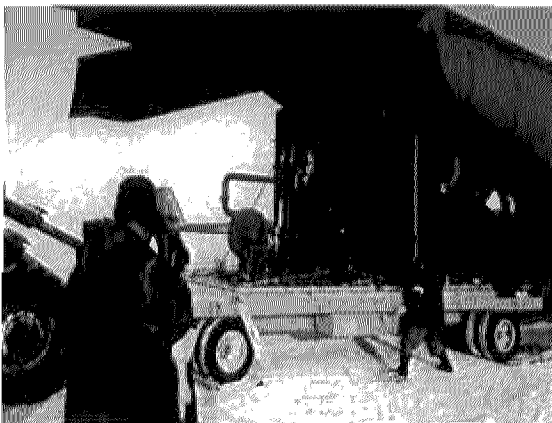
Project Details: EWS Model ECO 2TN

- Year of Installation: 1994 (in operation 19 years)
- CFS Alert Military Station on Ellesmere Island, Nunavut, Canada, just south of the North Pole
- Processes all of the solid waste produced on site, 2000 kg per batch

Project Team:

- Purchase via competitive open bidding process with Federal Government
- Construction of Building and Installation by Canadian Armed Forces Contractor
- EWS provided the equipment and start up and training services
- EWS continues to provide customer support, service and parts

Project Contact: Brian McCarville, Warrant Officer, CFS Alert. brian.mccarville@forces.gc.ca



**Unit being unloaded from military
Hercules Aircraft**



**Eco Waste Solutions unit at CFB Alert
located in building on base**

Reference D: Newfoundland Veterinary Laboratory

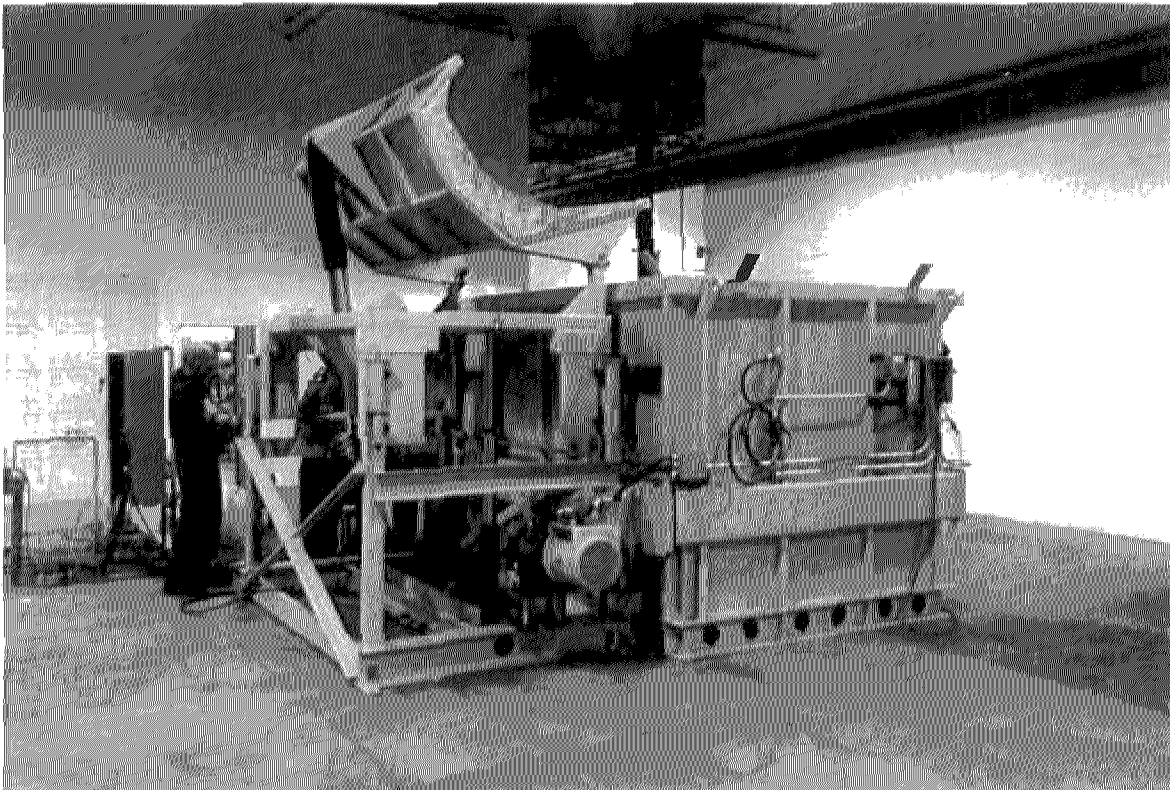
Project Details: EWS ECO 2TN1PV

- Year of Installation: Spring/Summer of 2014
- CP3 Post Mortem Lab, St. John's, Newfoundland
- Top loading system suitable for large animal carcasses (up to 10 feet long) including cattle and swine, total weight of 2000 kg.

Project Team:

- Purchased via Eastern Contracting Ltd on behalf of the Government of Newfoundland and Labrador
- Construction of building and installation organized by Eastern Contracting Ltd
- EWS provided the equipment, start-up and training services to be completed

Project Contact: Andrew Cutler, Project Manager, Eastern Contracting Ltd,
acutler@easterncontracting.ca



CNPC Incinerator Expression of Interest

Eco Waste Solutions

Infratech

Sani Flame

Location	Burlington Ontario	Whitecourt Alberta	Burlington Ontario
Type	Batch 10 ton capacity	250 KG/ Hour pathological	Batch 10 ton Capacity
Approved Design	YES	NO they need to design	YES
Models Operational	YES	NO	NO
Meets Emissions	YES	NOT YET	YES
EOI Completed	YES	NO	YES
OPTIONS	YES	NO	NO
Detailed Package	YES	NO	PARTIAL
PRICING	\$1,063,200.00	\$5,000,000.00	\$3,200,000.00
Optional Pricing	\$2,126,400.00		
20 ton Cap.			

MD OF PINCHER CREEK

MAY 14, 2014

TO: Wendy Kay, Chief Administrative Officer
FROM: Leo Reedyk, Director of Operations
SUBJECT: **Cowley Lundbreck Regional Water System Agreements**

1. Origin

As part of the documentation of the agreements associated with the Cowley - Lundbreck Regional Water System, the Municipal District commissioned Brownlee LLP to develop the appropriate agreements.

2. Background:

The Documents requiring ratification include:

1. Surrender and Termination of Lease

This document is required to negate the effect of having signed the lease agreement in the fall of 2013. Both parties are required to sign the documentation as agreement that the documents originally signed by the Village and MD are no longer binding.

2. Master Transfer Agreement

This document transfers the raw water intake and land at the Castle River, raw water pipeline and water treatment plant site from the Village to the Municipal District. As part of the agreement the Village has agreed to transfer the infrastructure to the Municipal District to own and operate.

3. Promissory Note

This document defines the terms of the payment for the infrastructure defined in the Master transfer agreement. As a means of payment from the Municipal District to the Village, only the Municipal District is required to sign this document.

4. Lease Agreement

The Lease agreement is intended to provide the Village a means to continue to operate their water reservoir on the Municipal Districts Regional Water Treatment Plant site. In addition to the reservoir, the Village will continue to own their existing water treatment plant building for their purposes. The lease agreement has an end date as required by law. The Municipal District intends on renewing the lease as necessary in the future as the reservoir is a part of the Villages water distribution system.

5. Operations Agreement

This agreement defines how the ongoing operations of the Regional Water System will be done and the obligations of either party. The Municipal District as owner of the system will operate the system and report as identified in the agreement.

The ratification of these agreements by both Councils is required to operate the Cowley – Lundbreck Regional Water System. Copies of the agreements will form part of the Regional Water System Operations Plan that Alberta Environment and Sustainable Resources Development will approve. All agreements must be signed in triplicate except the promissory note.

3. **Recommendation:**

THAT the report from the Director of Operations, dated May 14, 2014, regarding the Cowley Lundbreck Regional Water System Agreements be received;

AND THAT Council authorize the Reeve and CAO to sign the Surrender and Termination of Lease on behalf of the Municipal District;

AND FURTHER THAT Council of the Municipal District of Pincher Creek authorize the Reeve and CAO to sign the Master Transfer Agreement on behalf of the Municipal District;

AND FURTHER THAT Council of the Municipal District of Pincher Creek authorize the Reeve and CAO to sign the Lease Agreement on behalf of the Municipal District;

AND FURTHER THAT Council of the Municipal District of Pincher Creek authorize the Reeve and CAO to sign the Operations Agreement on behalf of the Municipal District;

AND FURTHER THAT Council of the Municipal District of Pincher Creek authorize the Reeve and CAO to sign the Promissory Note on behalf of the Municipal District.

Respectfully Submitted,

Leo Reedyk



Attachments: Surrender and Termination of Lease
Master Transfer Agreement
Promissory Note
Lease Agreement
Operations Agreement

Reviewed by: Wendy Kay, Chief Administrative Officer *W. Kay* Date: *May 21, 2014*

PROMISSORY NOTE

BETWEEN:

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
(the "MD")

- and -

VILLAGE OF COWLEY
(the "Village")

WHEREAS:

A. The MD has acquired certain waterworks systems from the Village, pursuant to that Master Transfer Agreement between the parties;

B. As of the date of execution of the Promissory Note, the MD owes One Million Two Hundred Sixty Thousand (\$1,260,000.00) Dollars to the Village for the acquisition of those waterworks systems;

D. The MD has agreed to the granting of this Promissory Note as evidence of indebtedness of the outstanding purchase price to the Village in accordance with the terms, covenants and conditions contained within this Promissory Note.

NOW THEREFORE IN CONSIDERATION of the Village transferring the waterworks systems to the MD, and the MD's promise to pay sums required within this Promissory Note, and the and the mutual covenants contained within this Promissory Note, the MD and the Village covenant, promise and agree as follows:

1. Loan

The MD hereby promises to pay to, or to the order of, the Village at its address of Box 40, Cowley, Alberta T0K 0P0, the sum of One Million Two Hundred Sixty Thousand (\$1,260,000.00) Dollars in lawful money of Canada and upon the following terms:

- (a) payments of principal and interest shall be in accordance with the attached Schedule "A"; and
- (b) interest on the balance outstanding of the foregoing amounts at the interest rate of 2.942%, payable annually, calculated and compounded annually not in advance, both before and after default, maturity and the taking of any judgment hereon.

2. Overdue Payment

All sums of interest on becoming overdue, shall be forthwith treated (as to the payment of further interest thereon) as principal monies and shall bear compound interest at the rate aforesaid.

3. Waiver of Presentment

The Village hereby waives demand and presentment for payment, notice of non-payment and notice of protest of this Promissory Note.

DATED at Pincher Creek, in the Province of Alberta, this _____ day of _____, 2013.

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

Per: _____

SCHEDULE "A"

MID/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 1st each year on outstanding balance.

	Balance Remaining	Principal	Interest	Payment
October 2013	1,400,000.00	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
	0.00	1,400,000.00	203,880.60	1,603,880.60

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 _____, 2014, (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 foregoing, 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

LEASE AGREEMENT

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

TO

VILLAGE OF COWLEY

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THIS LEASE made the ____ day of _____, 20 ____

BETWEEN:

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

AND:

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

WHEREAS:

- A. The Landlord is or is entitled to become the registered owner of the Lands;
- B. The Landlord and the Tenant desire to enter into a lease of the Leased Premises allowing for management and operation of the Facilities located upon the Leased Premises;
- C. The Tenant is to own the Facilities, but the Landlord is to continue to own the Lands;

ARTICLE 1- DEFINITIONS

1.1 Definitions

In this Lease the following terms have the following meanings:

- (a) "Applicable Laws" means any and all municipal, provincial and federal codes, guidelines, statutes, laws, regulations, rules, permits, licenses, orders and directions of any government, regulatory or administrative body, agency, board or commission having jurisdiction over the Leased Premises, the Lands, the Permitted Use on the Lands and the Facilities;
- (b) "Commencement Date" means the ____ day of _____, _____;
- (c) "Facilities" means both:
 - (i) that water reservoir located on the Leased Premises and all associated, pumps, pipes, valves, meters, measurement instruments and all other connected facilities used with respect to the reservoir; and
 - (ii) the existing water treatment plant located on the Existing Water Treatment Plant Lands and the additional appurtenances such as all:
 - (A) pumps, pipes, valves, meters, measurement instruments, and related assemblies and facilities housed within steel and/or brick clap concrete block buildings located on concrete foundations, within below grade concrete structures, and surrounding station yard sites;
 - (B) other connected facilities and assemblies used and required for operation of the water treatment plant described above and its connecting assemblies and facilities; and

- (C) security fencing and gating surrounding or otherwise security all or any of the foregoing;
- (d) "**Hazardous Substances**" means toxic, hazardous, dangerous or potentially dangerous substances of any kind whatsoever including, without restricting the generality of the foregoing, urea formaldehyde, asbestos, PCB transformers and those elements, materials, substances or compounds which are regulated by federal, provincial or local statute, law, ordinance, code, rule, regulation order or decree including, but not limited to, the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c.E-12, as amended from time to time, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous or potentially dangerous waste, substance or material of any kind or nature whatsoever;
- (e) "**Lands**" means those 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;
- (f) "**Lease**" means this lease agreement, as from time to time amended in writing by agreement between the Landlord and the Tenant;
- (g) "**Leased Premises**" means only that portion of the Lands reasonably required for the operation of the Facilities by the Tenant;
- (h) "**Permitted Use**" means the operation of the Facilities and any service ancillary thereto
- (i) "**Rent**" means the rent as set forth in Article 5 hereof; and
- (j) "**Term**" means the term of this Lease as set forth in Paragraph 3.1 of this Lease;

ARTICLE 2 – DEMISE

2.1 Demise of Leased Premises

- (a) In consideration of the rents, covenants, conditions and agreements contained within this Lease to be paid, observed and performed by the Tenant, the Landlord hereby demises and leases the Leased Premises to the Tenant and the Tenant leases the Leased Premises from the Landlord.
- (b) The Tenant acknowledges and agrees that the Tenant shall not be entitled to occupy the entirety of the Lands, but rather, only that portion of the Lands that is reasonably necessary for the Tenant's Permitted Use.

ARTICLE 3 - TERM OF LEASE

3.1 Term

The term of this Lease shall be for fifteen (15) years commencing on the Commencement Date and expiring on the _____ day of _____, 20____, subject always to earlier termination or renewal of this Lease and the Term as provided in this Lease.

ARTICLE 4 - EXAMINATION OF LANDS

4.1 Satisfactory Condition

The Tenant agrees that the Leased Premises are in good condition and agrees to accept possession of the Leased Premises on an "as is - where is" basis.

ARTICLE 5 - RENT

5.1 Base Rent

The base rent payable by the Tenant to the Landlord for the initial Term of this Lease shall be the sum of ONE (\$1.00) DOLLAR per year, and the total rent over the entire Term of the Lease has been paid by the Tenant to the Landlord, payment of which has been acknowledged by the Landlord.

ARTICLE 6 – TAXES

6.1 The Tenant's Taxes

The Tenant 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 and school taxes which may at any time during the Term be imposed, assessed or levied, in respect of the Leased Premises and all fixtures and improvements from time to time thereon, or which, howsoever imposed, might constitute a lien on the Leased Premises or any part thereof or a liability of the Landlord. The Tenant shall furnish to the Landlord, within thirty days of receipt of a written request from the Landlord, official receipts or other proof satisfactory to the Landlord evidencing the payment of the taxes.

ARTICLE 7 - QUIET ENJOYMENT

7.1 The Tenant's Quiet Enjoyment

Subject to the terms, covenants and conditions contained in this Lease, the Landlord covenants that upon duly performing and observing all its covenants and obligations contained in this Lease the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

ARTICLE 8 - OPERATION OF LANDS

8.1 Management

The Tenant shall operate and manage the Leased Premises consistent with the Permitted Use and shall comply with all obligations imposed upon by the Tenant pursuant to the Applicable Laws. Without limiting the generality of the foregoing, the Tenant shall:

- (a) supply all necessary equipment and personnel reasonably required for the purpose of managing and operating the Facilities;
- (b) maintain reasonable records of maintenance and repairs;
- (c) undertake all activities and provide all services reasonably required for the efficient management and operation of the Leased Premises and the Facilities as a prudent operator would in similar circumstances;
- (d) promptly pay all charges, impositions, costs and expenses of every nature and kind relating to the Leased Premises and the maintenance, operation, cleaning, repair and replacement of the Facilities, including, without restriction, all costs relating to window cleaning, garbage disposal, repairing damaged components of the Leased Premises and Facilities, heating, ventilating and air-conditioning the Facilities, provision of hot and cold water, and provision of electricity;
- (e) use the Lands solely for the Permitted Use and shall not use or permit or suffer the use of the Leased Premises or any part thereof for any other business or purpose whatsoever;

- (f) not do, omit to do or permit to be done or omit to be done any act or thing which may render void or voidable or conflict with the requirements of any policy or policies of insurance, including any regulations of fire insurance underwriters applicable to such policy or policies, under which the Leased Premises or the contents of the Leased Premises are insured or which may cause any increase in premium to be paid in respect of any such policy;

8.2 Evidence of Payments

The Tenant shall produce upon the reasonable request of the Landlord, satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

8.3 No Nuisance

The Tenant shall not at any time during the Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in, about or upon the Leased Premises or any part thereof any waste or any offensive act, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the Term be done in, about or upon the Leased Premises or any part thereof which shall be inconsistent or incompatible with the intended use of a public Facilities or which may be or grow to the annoyance, nuisance, damage or disturbance of the users of the Leased Premises.

8.4 Ownership of Fixtures and Facilities

- (a) Subject to Section 8.4(b), the Landlord and the Tenant agree that anything in the nature of leasehold improvements, installations, alterations, additions and partitions and all other fixed improvements which the Tenant may construct upon the Lands from time to time are and shall be fixtures to the Leased Premises and are intended to be and become the absolute property of the Landlord upon the expiration or termination of this Lease, but shall be deemed, as between the Landlord and the Tenant during this Lease, to be the separate property of the Tenant and not of the Landlord but subject to and governed by all the provisions of this Lease notwithstanding the right of the Tenant. Provided always that the Landlord's absolute right of property in all such fixed improvements upon the Lands which will arise upon the expiration or termination of this Lease takes priority over any other interest in the said fixed improvements which may now or hereafter be created by the Tenant, and that all dealings by the Tenant with the fixed improvements which in any way affect title thereto shall be made expressly subject to this right of the Landlord. The Tenant shall not assign, encumber or otherwise deal with the fixed improvements separately from any dealing with the leasehold interest under this Lease which has been authorized by the Landlord in writing.
- (b) The Landlord and the Tenant agree that the Facilities shall at all times remain the sole ownership of the Tenant and that upon the expiration or termination of this Lease, should the Facilities or any party thereof remain operational, the Landlord and the Tenant shall negotiate how the Facilities shall continue to remain operational or the entitlement to compensation therefore.

8.5 Termination

The Tenant shall, upon the expiration or sooner termination of the Term:

- (a) surrender and yield up to the Landlord the Leased Premises, together with all fixtures, improvements and equipment in as good condition and repair as the Tenant is required to maintain as set forth in this Lease, and the Tenant shall deliver to the Landlord all keys to the Facilities which the Tenant has in its possession;
- (b) provide the Landlord with an inventory of all warranties on equipment acquired by the Tenant during the Term and assign to the Landlord all such warranties requested by the Landlord; and

- (c) not leave upon the Leased Premises any rubbish or waste material and will leave the Lands in a clean and tidy condition.

8.6 Builders' Liens

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

8.7 Discharge of Builders' Liens

The Landlord 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 Landlord in respect the discharge of any lien shall be immediately due and payable to the Landlord as Rent.

8.8 Alterations

The Tenant shall not without the prior written consent of the Landlord, which consent may not be unreasonably withheld, make any installations, additions, partitions, alterations or improvements to the Lands.

ARTICLE 9- INSURANCE AND INDEMNITY

9.1 Insurance

- (a) The Tenant shall throughout the Term and during any other time the Tenant occupies the Leased Premises or a part thereof, at its sole cost and expense, take out and keep in full force and effect, the following insurance:
 - (i) "all risks" insurance upon property of every kind and description owned by the Tenant, or for which the Tenant is legally liable, or installed by or on behalf of the Tenant and which is located within the Leased Premises, in an amount not less than the full replacement cost thereof;
 - (ii) 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 Tenant;
 - (iii) any other form of insurance as the Tenant or Landlord 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; and
 - (iv) comprehensive general liability insurance with inclusive limits of not less than \$5,000,000.
- (b) Each insurance policy referred to in Section 9.1(a) shall name the Landlord as additional named insureds as their interest may appear and such policies will contain where appropriate:
 - (i) a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord;
 - (ii) a severability of interests clause or a cross liability clause; and
 - (iii) a waiver in favour of the Landlord 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.

- (c) All policies shall be taken out with insurers and shall be in a form acceptable to the Landlord acting reasonably. The Tenant agrees that certificates of insurance acceptable to the Landlord, certified copies of each such insurance policy, will be delivered to the Landlord as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Landlord 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.
- (d) All insurance policies to be taken out by the Tenant shall be reviewed by the Landlord and the Tenant no less than once every five (5) years to determine the sufficiency of the insurance policies and the limits of insurance policies. In the event that the Landlord determines that the insurance policies held by the Tenant at the time of the periodic review are insufficient, the Tenant shall obtain such additional amounts of insurance to be consistent with what a prudent owner of property similar to the Lands or that provides similar operations to the Permitted Use would so obtain in similar circumstances.

9.2 The Tenant Pays Premiums

The Tenant shall be responsible for the costs of all premiums of insurance relating to the coverage purchased and maintained as required in this Lease, and shall forthwith reimburse the Landlord for such costs within thirty (30) days of receipt of an invoice from the Landlord, failing which such costs shall be immediately due and payable to the Landlord as Rent.

9.3 Additional Premiums

If the occupancy of the Lands or the activities of the Tenant on the Leased Premises cause or result in any increase in premiums for any of the insurance policies obtained pursuant to this Lease, the Tenant shall pay the premium increase to the Landlord as Rent forthwith upon the Landlord rendering an invoice for the additional premium.

9.4 Proceeds of Insurance

The proceeds of insurance which may become payable under any policy of insurance effected pursuant to this Lease shall be payable to the Landlord and the Tenant as their interests may appear.

9.5 Repair Obligations

- (a) Where repairs are necessary due to damage or destruction of the Leased Premises or any fixtures, equipment and improvement on the Leased Premises, the Tenant shall effect the repairs. The Landlord shall bear all costs of repairs and the Landlord shall apply the proceeds of insurance under the relevant policy upon the completion of the repairs, to the reasonable satisfaction of the Landlord.
- (b) Any contract to be entered by the Tenant for any repair work required pursuant to this Paragraph 9.5 shall be subject to the reasonable approval of the Landlord, and the Tenant shall submit to the Landlord for its review copies of all estimates for all work and the contracts for the completion of such repair work for review by the Landlord.

9.6 Indemnity to Landlord

The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, expenses, costs, fees (including all legal and other professional costs on a solicitor and his own client full indemnity basis), claims, suits or actions arising out of:

- (a) any breach, violation, or non-performance of any covenant, condition or agreement in this Lease on the part of the Tenant to be fulfilled, kept, observed and performed;
- (b) any damage to property occasioned by the use or occupation of the Leased Premises or any part thereof;
- (c) any injury to any person or persons including death resulting at any time arising in connection with or out of the use or occupation of the Leased Premises by the Tenant or any part thereof;
- (d) any act or omission of the Tenant, its agents, employees, licensees, servants, invitees or other persons from time to time in, on or about the Leased Premises; and

this indemnity shall survive the expiry or sooner termination of this Lease.

ARTICLE 10 - DAMAGE AND DESTRUCTION

10.1 Damage or Destruction of Facilities

In the event that the Facilities is damaged or destroyed as a result of the negligent act of the Tenant or its invitees, the Tenant shall repair the Facilities, subject to the following provisions if, in the reasonable opinion of the Landlord's architects, the Facilities cannot be rebuilt or made fit for the purposes of the Tenant within three hundred and sixty five (365) days of the damage or destruction, instead of requiring the Tenant to rebuild or make the Facilities fit for the Tenant, the Landlord may, at its option, terminate this Lease by giving the Tenant one hundred and twenty (120) days' notice of termination and the Tenant shall deliver up possession of the Lands to the Landlord on or before the expiry of such one hundred and twenty (120) days.

10.2 Notice of Accidents, Defects or Damages

The Tenant shall immediately advise the Landlord, and promptly thereafter by notice in writing confirm such advice to the Landlord, of any accident to or defect in the plumbing, gas pipes, water pipes, heating, ventilating, ice making and air conditioning apparatus, electrical equipment, conduits, or wiring, or of any damage or injury to the Lands, or any part thereof, howsoever caused.

ARTICLE 11 - SUB-LETTING AND ASSIGNMENT

11.1 Sub-letting

The Tenant shall not, without the written consent of the Landlord, such consent which may be arbitrarily withheld by the Landlord, sub-let a portion of the Lands provided that in no event shall any sub-letting to which the Landlord may have consented release or relieve the Tenant from the full performance of all of its obligations under this Lease throughout the Term and any renewal or extension of the Term.

11.2 Assignment

The Tenant shall not, without the written consent of the Landlord, assign its interest in this Lease, or any part hereof, in any manner whatsoever.

ARTICLE 12 - DEFAULT BY THE TENANT AND TERMINATION

12.1 Events of Default

Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):

- (a) if the Tenant fails to make any payment, in whole or in part, of any amount payable to the Landlord as provided in this Lease;

- (b) if a petition in bankruptcy is filed and presented against the Tenant, or if a receiver, receiver and manager, custodian or similar agent is appointed or takes possession of any property or business of the Tenant;
- (c) if the interest of the Tenant in the Lands becomes liable to be taken or sold under any letter of execution, writ of enforcement, or other like process;
- (d) if the Tenant ceases to carry on its business; or
- (e) if the Tenant neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease, howsoever arising.

12.2 Opportunity to Cure

Written notice of an Event of Default shall be provided by the Landlord to the Tenant. The Tenant shall have a period of sixty (60) days from the date of receipt of the notice to cure the default or to provide evidence satisfactory to the Landlord, in its unfettered discretion, that the Tenant has taken all reasonable steps in order to cure the default.

12.3 Termination

If an Event of Default occurs and continues for sixty (60) days, subject to Paragraph 12.2, the Landlord may terminate this Lease by delivery of notice in writing to that effect to the Tenant. Such termination shall not limit in any way the Landlord's recourse to any remedies available to it at law, equity or otherwise.

12.4 Collection of Costs

In addition to any other rights available to the Landlord pursuant to this Lease, the Landlord shall be entitled to collect from the Tenant the following costs as Rent:

- (a) all payments made by the Landlord or costs incurred by the Landlord which ought to have been paid or incurred by the Tenant, or for which the Landlord is entitled to be paid or to be reimbursed by the Tenant pursuant to the terms of this Lease;
- (b) all disbursements and costs (including legal and other professional costs on a solicitor and his own client full indemnity basis) and all fees and costs related to recovery or collection of such sums;
- (c) interest at the prime lending rate of the Landlord's primary financial institution on all outstanding amounts owed by the Tenant to the Landlord, from the 31st day following the date they are invoiced by the Landlord to the Tenant to the date of payment in full to the Landlord.

12.5 Set-Off

In the event that the Tenant fails to make any payment or provide any sum to the Landlord as Rent, that amount may, at the election of the Landlord and without limiting or waiving any right or remedy against the Tenant under this Lease, be set off against and shall apply to any sum of money owed by the Landlord to the Tenant from time to time until all amounts owing to the Landlord have been completely set off.

ARTICLE 13 - LANDLORD'S PERFORMANCE

13.1 Landlord may Perform the Tenant's Covenants

If the Tenant shall fail to perform or cause to be performed any of the covenants or obligations of the Tenant in this Lease contained, on the part of the Tenant to be observed or performed, the Landlord shall have the right, but shall not be obligated, to perform or cause the same to be performed, and to do or cause not to be done such things as may be necessary or incidental thereto, including without limiting the foregoing, the right to make repairs, installations,

erections and expend monies, and all payments, expenses, costs, charges, fees, including all legal fees on a solicitor and his own client full indemnity basis, and disbursements incurred or paid by or on behalf of the Landlord in respect thereof shall be immediately due and payable to the Landlord as Rent.

13.2 Waiver of Exemptions

Notwithstanding anything contained in any statute in existence as at the date of this Lease or from time to time during the Term none of the goods or chattels of the Tenant at any time during the continuance of the Term on the Lands shall be exempt from levy by distress for Rent in arrears by the Landlord and upon any claim being made for such exemption by the Tenant or on distress being made by the Landlord this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods and the Tenant hereby waives all and every benefit that could or might have accrued to the Tenant under and by virtue of any such statute.

13.3 Overlooking and Condoning

Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, proviso or condition contained in this Lease shall not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of the Landlord in respect of any subsequent default, breach or non-observance.

13.4 Forcible Re-entry

In the event that the Landlord shall be entitled under the terms of this Lease or by law to enter the Lands, then the Landlord shall be at liberty to effect such re-entry forcibly, and for such purpose the Landlord, or its servants or agents duly authorized in writing may break open locks, doors, windows, or otherwise, as may be deemed necessary for such purposes, without in any way incurring any liability or becoming responsible for damages or otherwise to the Tenant.

13.5 Remedies Generally

Mention in this Lease of any particular remedy of the Landlord in respect of the default by the Tenant does not preclude the Landlord from any other remedy in respect of any such default, whether available at law or in equity or by statute or expressly provided for in this Lease. No remedy shall be exclusive or dependent upon any other remedy, but the Landlord may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative. Whenever the Tenant seeks a remedy in order to enforce the observance or performance of one of the terms, covenants, agreements and conditions contained in this Lease on the part of the Landlord to be observed or performed, the Tenant's only remedy, if any, shall be for such damages as the Tenant shall be able to prove in a court of competent jurisdiction that it has suffered as a result of a breach of this Lease by the Landlord.

ARTICLE 14 – RESPONSIBILITY

14.1 Landlord not Responsible for Injuries, Loss or Damage

The Landlord shall not be responsible in any way or under any circumstances whatsoever for any injury to any person, including death, however caused or for any loss of or damage to any property belonging to the Tenant, any sub-lessee, or to other occupants of the Lands or to their respective invitees, licensees, agents servants or other persons from time to time attending at the Lands, damage to any such property caused by theft or breakage, failure to keep the Leased Premises in repair and free from refuse, obnoxious odours, vermin or other foreign matter, plumbing, water or other pipes or fixtures, or from any part of the Leased Premises or any adjacent or neighbouring lands and premises or otherwise, acts or negligence of guests, invitees or employees of the Tenant or other occupants of the Leased Premises, acts or negligence of any owners or occupants of adjacent or contiguous premises or property of their guests, invitees or employees, acts of God, acts or negligence of any person or for any loss whatsoever with respect to the Leased Premises and/or any business carried on therein, unless such damage, injury,

death or loss is caused solely by the negligence, omission or default of the Landlord or those for whom the Landlord is in law responsible.

ARTICLE 15 – GENERAL

15.1 Notices

Whether or not stipulated in this Lease, all notices, communication, requests and statements (the "Notice") required or permitted under this Lease shall be in writing. Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out in this Lease, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b) 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 in this Lease. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation of delivery; or
- (c) 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 seventy two (72) hours 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.

All Notices to be sent in accordance with this paragraph shall be addressed as follows:

- (d) to the Landlord at: Municipal District of Pincher Creek No. 9
PO Box 279
Pincher Creek, Alberta T0K 1W0
Attention: Chief Administrative Officer
Fax: 403-627-5070
- (e) to the Tenant at : Village of Cowley
PO Box 40
Cowley, Alberta T0K 0P0
Attention: Chief Administrative Officer
Fax: 403-628-2807

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

15.2 Governing Law

This Lease shall be construed and governed by the laws of the Province of Alberta. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article, paragraph and sub-paragraph of this Lease, and all of such covenants and agreements shall be deemed to run with the Land and the reversion therein. Should any provision of this Lease be illegal or not enforceable they shall be considered separate and several from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the illegal or unenforceable provisions had never been included. The schedules shall form part of this Lease.

15.3 Time of Essence

Time shall be of the essence throughout this Lease.

15.4 Captions

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Lease 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 Lease or any provisions of this Lease.

15.5 Relationship between Parties

Nothing contained herein shall be deemed or construed by the Landlord or the Tenant, nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the Landlord and the Tenant, it being understood and agreed that none of the provisions contained in this Lease nor any act of the parties shall be deemed to create any relationship between the Landlord and the Tenant other than the relationship of a landlord and tenant.

15.6 Binding Effect

This Lease and everything contained within this Lease shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, permitted assigns and other legal representatives, as the case may be, of each of the Landlord and the Tenant, subject to the granting of consent by the Landlord as provided to any assignment or sublease.

IN WITNESS WHEREOF each of the Landlord and the Tenant have executed this Lease on the day and year first written above.

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

Per: _____

Per: _____

VILLAGE OF COWLEY

Per: _____

Per: _____

OPERATIONS AGREEMENT

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

AND

VILLAGE OF COWLEY



B R O W N L E E
LLP
Lawyers & Solicitors

THIS AGREEMENT made this ____ day of _____, 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")

OPERATIONS AGREEMENT

WHEREAS:

- A. The New WTP is being constructed on the Lands, for the ownership and operation by the MD;
- B. The Existing WTP is owned by the Village, but will be operated by the MD until the New WTP becomes operational;
- C. Village and the MD have agreed that the MD will operate for the joint benefit of the Village and the MD:
 - a. the Existing WTP until the New WTP is operational; and
 - b. the New WTP once it becomes operational;
- D. The Village and the MD also agree that the Village will permit the MD to transmit some of its Treated Water through the Village Water System to be able to deliver the Treated Water to the MD's Secondary System;
- E. The Village and the MD have agreed to enter into this Agreement respecting the terms and conditions of the above;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises, mutual terms, covenants and conditions contained within this Agreement, the parties hereto agree as follows:

1. **Definitions**

In this Agreement, the following words have the following meaning unless expressly stated otherwise:

- (a) "Agreement" means this Operations Agreement and the schedules attached hereto, together with such amendments, extensions and renewals as may be evidenced in writing and executed by the parties from time to time;
- (b) "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;
- (c) "Defaulting Party" has the meaning as ascribed thereto in Section 14.1 hereof;
- (d) "Dispute Resolution Procedure" means that dispute resolution procedure as set in Schedule "A" hereof;
- (e) "Existing WTP" means the existing water treatment plant as located on the Lands and the additional appurtenances such as all:

- (i) pumps, pipes, valves, meters, measurement instruments, and related assemblies and facilities housed within steel and/or brick clap concrete block buildings located on concrete foundations, within below grade concrete structures, and surrounding station yard sites;
 - (ii) 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) security fencing and gating surrounding or otherwise security all or any of the foregoing;
- (f) "Event of Default" has the meaning as ascribed thereto in Section 14.1 hereof;
- (g) "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 either the Existing WTP or the New WTP, as the case may be. This amount will be monitored by the MD, by determining how much of the Village's Raw Water is treated at the either the Existing WTP or the New WTP, as the case may be and as flows through that Cowley distribution flow meter as further illustrated in the attached Schedule "B" as the "Cowley Dist. Flow Meter";
- (h) "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;
- (i) "Force Majeure" means any cause not reasonably within the relevant party's control and will include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, storms, floods, high waters, washouts, inclement weather, orders or acts of civil or military authorities, civil disturbances, or any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of the party and which, by the exercise of due diligence, the party is unable to overcome, provided that lack of funds shall not be a cause beyond control;
- (j) "Hazardous Substances" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
- (i) any form of radioactive materials;
 - (ii) explosives;
 - (iii) any substance that, if added to any Raw Water or Treated 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 odor 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; and
 - (D) 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 parties hereto;
- (k) "Indemnified Party" has the meaning as ascribed thereto in Section 11.3 hereof;

- (l) **"Indemnifying Party"** has the meaning as ascribed thereto in Section 11.3 hereof;
- (m) **"Insolvency Default"** has the meaning as ascribed thereto in Section 14.1(c) hereof;
- (n) **"Lands"** means those 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;
- (o) **"Lease"** means that ground lease entered into between the MD as landlord and the Village as tenant, dated effective _____, 20____, to permit the Village to operate its reservoir and Existing WTP on a portion of the Lands;
- (p) **"MD's Secondary System"** means that portion of the MD's water system that is not directly connected to either the Existing WTP or the New WTP, as the case may be, but is connected to the Village Water System;
- (q) **"New WTP"** means that new water treatment plant that is to be constructed on the Lands and the additional appurtenances thereto such as all:
- (i) 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) 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) security fencing and gating surrounding or otherwise security all or any of the foregoing;
- (r) **"Non-defaulting Party"** has the meaning as ascribed thereto in Section 14.1 hereof;
- (s) **"Notice"** has the meaning as ascribed thereto in Section 17.1 hereof;
- (t) **"Notice of Default"** has the meaning as ascribed thereto in Section 16.1 hereof;
- (u) **"Parties"** means the MD and the Village collectively and **"Party"** means any one of them;
- (v) **"Payment Default"** has the meaning as ascribed thereto in Section 14.1(a) hereof;
- (w) **"Performance Default"** has the meaning as ascribed thereto in Section 14.1(b) hereof;
- (x) **"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;
- (y) **"Raw Water"** means that non-potable water which has not yet been treated at either the Existing WTP or the New WTP, as the case may be;
- (z) **"MD 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

this Agreement, which, without limitation, includes the operation of either the Existing WTP or the New WTP, as the case may be;

- (aa) "Transfer Provisions" means those provisions pertaining to the transfer of the New WTP and the raw water pump and infiltration gallery, as contained in that Master Transfer Agreement dated effective November 1, 2013 between the Village and the MD;
- (bb) "Treated Water" means that water which has been treated for human consumption through the either the Existing WTP or the New WTP, as the case may be, which is in compliance with all applicable laws and regulations respecting the treatment of Raw Water;
- (cc) "Village's Approval" means that approval as issued by Alberta Environment on May 14, 2009 as further attached hereto as Schedule "B";
- (dd) "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 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
- (ee) "Village Water System" means the particular distribution system owned and operated by the Village consisting of its reservoir, water mains, metering facilities and associated piping, connections, equipment.

2. Preamble And Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

- Schedule "A" - Dispute Resolution Procedure
- Schedule "B" - Location of Flow Meter
- Schedule "C" - Village's Approval.

3. Acknowledgements

3.1 The Parties agree and acknowledge:

- (a) that is more advantageous due to benefits earned from economies of scale to have the MD operate:
 - (i) the Existing WTP for the joint benefit of the MD and the Village until such time as the New WTP becomes operational; and
 - (ii) and own the New WTP, once it becomes operational;
- (b) although the MD's Secondary System is connected downstream to either the Existing WTP or the New WTP, as the case may be, 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 two issues of the:
 - (i) the MD's operations of the:
 - (A) Existing WTP until the New WTP becomes operational; and
 - (B) New WTP one it becomes operational;

- (ii) 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 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 either the Existing WTP or the New WTP, as the case may be, 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 both the Existing WTP and the New WTP, as the case may be at the relevant time, will be operational as the Village's ability to treat its Raw Water is dependent upon either of them being operational at their respective times;
- (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 delivering Treated Water throughout the Village Water System; and
 - (ii) the Village Water System being operational; and
- (h) at not time, even if the MD is to be responsible for the operation of the Existing WTP, shall it be responsible for the operation of the Village's reservoir as located on the Lands.

4. Obligations

4.1 The Village shall:

Water Treatment Plant Obligations

- (a) not deliver any volumes of Raw Water to either the Existing WTP or the New WTP, as the case may be at the relevant time, 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 Services;
- (c) once the New WTP becomes operational, it shall accept responsibility regarding the maintenance and care of the Existing WTP;

Village Water System Obligations

- (d) 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;
- (e) ensure that continuous Village Services are provided through the Village Water System within their design capabilities and in accordance with this Agreement;
- (f) 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;
- (g) 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;
 - (h) 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 either the Existing WTP or the New WTP, as the case may be;
 - (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. During periods of interruption the Village may reduce the level, quality or quantity of this service 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;
 - (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 one or more users;
 - (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.

4.2 The MD shall, in respect of the operation, maintenance and management of the Existing WTP or the New WTP, as the case may be:

Water Treatment Plant Obligations

- (a) perform the MD 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) until such time as the New WTP is operational, it shall operate the Existing WTP and ensure that continuous MD Services are provided at the Existing WTP within their design capabilities and in accordance with this Agreement;
- (c) once the New WTP is operational;
 - (i) it shall operate the New WTP and ensure that continuous MD Services are provided at the New WTP within their design capabilities and in accordance with this Agreement; and
 - (ii) it shall relinquish control of the Existing WTP over to the Village, for its own operations;
- (d) give the Village 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 MD Services as soon as reasonably possible. During periods of interruption the MD may reduce the level, quality or quantity of MD 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;
- (e) provide the Village with an invoice on a monthly basis setting out all MD Services performed by the MD together with all details relating to the provision of such MD Services satisfactory to the Village in its discretion, from time to time;
- (f) keep the Village apprised of the relevant circumstances during each interruption of MD 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;
- (g) employ staff and employees experienced in water treatment and distribution systems, operations and water treatment plant maintenance procedures to provide the MD Services;
- (h) operate the Existing WTP and New WTP as the case may be only under the direct supervision of personnel who possess valid certificates of competency as required by all applicable regulatory requirements;
- (i) provide the results of the water testing to the Village when the MD completes the results of its water testing;
- (j) maintain the existing security systems and any new security systems deemed necessary by the MD for the:
 - (i) Existing WTP until it is no longer operational; and

- (ii) New WTP once it becomes operational;
- (k) complete or cause to be completed all required maintenance, repairs, replacements and enhancements to the New WTP. Unless such matters are essentially required for the proper operation of the Existing WTP until the New WTP is operational, The MD shall not conduct any required maintenance, repairs, replacements or enhancements to the Existing WTP, as the Existing WTP will be decommissioned;
- (l) maintain records of operation and maintenance activities and provide access to such records for inspection by the Village;
- (m) keep clean and neat all existing buildings, structures and grounds:
 - (i) until the New WTP is operational, the portion of the lands in which the Existing WTP is needed for its operations; and
 - (ii) once the New WTP is operational, the portion of the lands in which the New WTP is needed for its operations;
- (n) comply with all material regulatory requirements regarding the operation and maintenance of the Existing WTP or New WTP, as the case may be, 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 in compliance with Regulatory Requirements and Standards;
- (o) 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 Existing WTP or New WTP, as the case may be, which affects one or more users;
- (p) respond to all correspondence or written inquiries from the Village, within 5 business days respecting the:
 - (i) Existing WTP until the New WTP is operational; and
 - (ii) New WTP once it becomes operational; and
- (q) comply with all leases, road licenses, utility rights of way, franchise agreements and utility bylaws that may affect either the Existing WTP or the New WTP, as the case may be;

Other Obligations

- (r) 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;

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

4.3 The MD shall be solely responsible for the operation, maintenance and management of the MD's Secondary System.

4.4 Upon the second anniversary of execution of this Agreement and every two years thereafter, the Parties agree and acknowledge that the Fees to MD and the Fees to Village will be subject to a periodic review. Both the Fees to MD and the Fees to Village will be adjusted and amended to reflect the actual costs incurred by the MD and the Village for their respective provision of their services herein. Should the Parties not agree upon the amended Fees to MD or Fees to Village, as the case may be, the determination of the appropriate Fees to MD or Fees to Village shall be resolved by the Dispute Resolution Procedure, with the principle that the appropriate determination shall address the actual costs of provision of the services.

5. TRANSFER OF NEW WTP

5.1 The Village and the MD shall take such steps as is necessary to transfer the New WTP from the Village to the MD in accordance with the Transfer Provisions.

5.2 Concurrently with the transfer of the New WTP from the Village to the MD, the MD shall grant the Village that Lease.

6. CONDITIONS PRECEDENT

6.1 The obligations of the MD to provide the MD Services are conditional upon the true condition precedent of the New WTP being transferred by the Village to the MD in accordance with the Transfer Provisions. This is a true condition precedent which cannot be waived by either the Village or the MD.

7. HAZARDOUS SUBSTANCES

7.1 Without limiting anything herein, the Village hereby represents, covenants and warrants to and in favour of the MD that in carrying out its obligations hereunder the Village shall not:

(a) deliver any Raw Water to either the:

(i) Existing WTP; or

(ii) New WTP;

as the case may be, that contains Hazardous Substances in excess of any regulatory requirements that are permitted to be present at either the Existing WTP or the New WTP; and

(b) cause any of the MD's Treated Water that is transmitted through the Village Water System and delivered to the MD at the Connection Point to contain any Hazardous Substances that exceed the parameters of the MD's License.

7.2 Without limiting anything herein, the MD hereby represents, covenants and warrants to and in favour of the Village that in carrying out its obligations hereunder the MD shall not cause any of the Raw Water that is being treated by the MD at either the:

- (a) Existing WTP; or
- (b) New WTP;

as the case may be, and delivered to the Village as Treated Water to contain any Hazardous Substances that exceed the parameters of the Village's Approval.

8. TERM OF AGREEMENT

- 8.1** The reciprocal obligations of the Village and the MD shall continue until one Party provides the other Party with no less than two (2) years' notice of its intention to terminate this Agreement.

9. WARRANTIES AND REPRESENTATIONS

- 9.1** 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) is in and will continue to be in, compliance with all laws and regulations of any public authority relating to the operation of:
 - (i) the Existing WTP until the New WTP is operational; and
 - (ii) the New WTP once it becomes operational;
- (b) the MD has all required approvals, permits, licenses, certificates and authorizations necessary to operate:
 - (i) the Existing WTP until the New WTP is operational; and
 - (ii) the New WTP once it becomes operational;

- 9.2** 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.

10. INSURANCE

- 10.1** Without in any way limiting the liability of the MD under this Agreement, the MD shall obtain and maintain in force during the term of this Agreement:

- (a) until the New WTP is operational, sufficient insurance on the Existing WTP in such amounts that a reasonably prudent operator of a water treatment plant similar to the Existing WTP would so obtain in similar circumstances; and
- (b) once the New WTP is operational, sufficient insurance on the New WTP in such amounts that a reasonably prudent operator of a water treatment plant similar to the New WTP would so obtain in similar circumstances.

- 10.2** Without in any way limiting the liability of the Village under this Agreement, the Village shall obtain and maintain in force during the term of this Agreement sufficient insurance on the Village Water System in

such amounts that a reasonably prudent operator of a water distribution system similar to the Village Water System would so obtain in similar circumstances.

11. LIABILITY, DAMAGES AND MUTUAL INDEMNITY

11.1 Unless the cause is proven to be due directly to the negligence of either Party, their employees or agents, the Parties will have no liability to each other whatsoever for any damage, loss, cost or expense resulting from, arising out of or associated with:

- (a) a break of any water main, defect in either the Existing WTP while it is operational or the New WTP once it becomes operational, service pipe or collapse of any ditch or trench;
- (b) the interference or suspension of the supply of Treated Water due to maintenance work to, repair work to or replacement work for:
 - (i) in the case of the MD:
 - (A) the Existing WTP until the New WTP becomes operational; and
 - (B) the New WTP once the New WTP becomes operational;
 - (ii) in the case of the Village, the Village Water System;
 - (iii) or an emergency situation regarding any portion of the foregoing; and
 - (iv) any accident to or failure of any portion of the foregoing.

11.2 Notwithstanding any other provision of this Agreement, neither the MD nor the Village will be liable to the other for:

- (a) any losses or costs arising from third party claims or causes of action, including claims or causes of action of the other's customers; or
- (b) any indirect, consequential or punitive damages, including loss of profits or revenues or other similar damages.

11.3 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 own client full indemnity 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.

12. FORCE MAJEURE

12.1 If the Parties shall fail to meet their respective obligations hereunder within the respective time prescribed therefor and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such Party, provided however, in such event, such Party shall use its best efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible.

13. DISPUTE RESOLUTION MECHANISM

- 13.1 Except for the occurrence of an Event of Default in which case the provision of Sections 16.1 and 16.2 shall govern over this Section 16.1, 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.
- 13.2 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.

14. PERFORMANCE BY EITHER PARTY

- 14.1 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");
 - (b) a Party fails to perform any of its obligations under Section 4 of this Agreement or fails to perform any other material obligation imposed upon such Party 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"); or
 - (c) a Party experiences any of the following events (an "Insolvency Default"):
 - (i) the Party institutes voluntary liquidation, dissolution or winding-up procedures;
 - (ii) the Party takes any voluntary proceedings under any bankruptcy or insolvency legislation to be adjudicated a bankrupt or for any other relief;
 - (iii) the Party makes a compromise with or an assignment for the benefit of creditors;
 - (iv) a receiver is appointed with regard to the Party or to any material part of the Party's property;
 - (v) a court adjudges the Party to be bankrupt or makes an order requiring the liquidation, dissolution or winding up of the Party; or
 - (vi) if the corporate existence of the Party is otherwise terminated.

15. NOTICE OF DEFAULT

- 15.1 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 "Notice of Default"). The Notice of Default shall specify and provide particulars of the alleged Event of Default.
- 15.2 In the event the alleged Event of Default is capable of being remedied, the Party alleged to be in default shall:

- (a) have no cure period in respect of an Insolvency Default;
 - (b) have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Payment Default;
 - (c) subject to Sections 15.2(d) and Section 15.3 have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Performance Default; or
 - (d) if a Performance Default is such that it cannot be reasonably remedied within Thirty (30) days after receipt of the Notice of Default, 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.
- 15.3** If before the expiry of the later of the cure period (if any) referred to in Section 15.2 or the time to cure specified in the Notice of Default the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative and the Defaulting Party shall lose no rights hereunder.
- 16. REMEDIES**
- 16.1** Upon the occurrence of an Insolvency Default, or in the event that a Notice of Default 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 17.3, the Non-defaulting Party shall have the rights and remedies set out in Section 16.2 or 16.3, as the case may be, 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) terminate this Agreement; and/or
 - (v) avail itself of any other remedy whether available at law or in equity or by statute or expressly provided for in this Agreement.
- 16.2** A Non-defaulting Party may, at its discretion, exercise the remedies referenced in Section 16.1 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.

17. General

17.1 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.

- 17.2 **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.
- 17.3 **Time of Essence** - Time shall be of the essence of this Agreement.
- 17.4 **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.
- 17.5 **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.
- 17.6 **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.
- 17.7 **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.
- 17.8 **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.
- 17.9 **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.
- 17.10 **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.
- 17.11 **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.
- 17.12 **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.
- 17.13 **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.
- 17.14 **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.

- 17.15 **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.
- 17.16 **Binding Effect** - This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.
- 17.17 **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.
- 17.18 **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: _____

VILLAGE OF COWLEY

Per: _____

Per: _____

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 MD 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 MD 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 within 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 MD 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

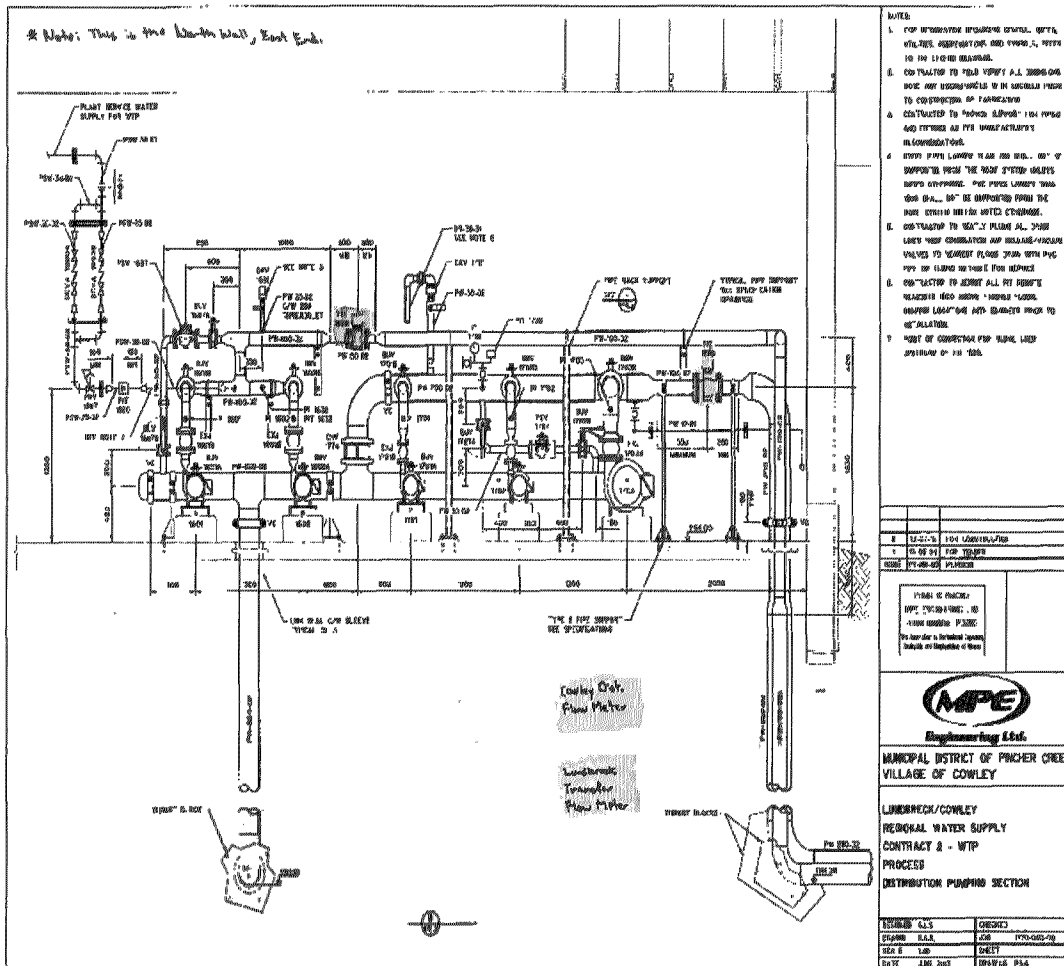
Subject to clause 6(h) of this Schedule, in the case of an Arbitration the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator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

LOCATION OF FLOW METER



- NOTES
1. FOR INFORMATION PURPOSES ONLY, SETS, VALVES, ORIFICES AND OTHERS, REFER TO THE SPECIFICATIONS.
 2. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND ANY DISCREPANCIES TO BE CORRECTED PRIOR TO COMMENCEMENT OF FABRICATION.
 3. CONTRACTOR TO VERIFY ALL PIPES AND FITTINGS ARE PER MANUFACTURER'S RECOMMENDATION.
 4. VERIFY PUMP LOWER HEAD AND DISCH. HEAD IS SUPPORTED FROM THE BASE SYSTEM VALVES AND/OR PIPEWORK. THE PUMP LOWER HEAD AND DISCH. HEAD IS SUPPORTED FROM THE BASE SYSTEM BASES AND/OR CONCRETE.
 5. CONTRACTOR TO VERIFY ALL PIPES, VALVES, AND ORIFICES ARE CORRECTLY INSTALLED AND VALVES TO REMAIN CLOSED UNTIL PUMP FOR USE IS OBTAINED FROM THE CONTRACTOR.
 6. CONTRACTOR TO VERIFY ALL FITTINGS, ORIFICES AND VALVES ARE CORRECTLY INSTALLED AND VALVES TO REMAIN CLOSED UNTIL PUMP FOR USE IS OBTAINED FROM THE CONTRACTOR.
 7. VERIFY CONSTRUCTION FOR PUMP HEAD DISCHARGE OF 10' TO 15'.

1	12/11/13	134	134
2	12/11/13	134	134
3	12/11/13	134	134
4	12/11/13	134	134
5	12/11/13	134	134



MANICIPAL DISTRICT OF PRICHER CREEK
VILLAGE OF COWLEY
LUNDRECK/COWLEY
REGIONAL WATER SUPPLY
CONTRACT 2 - WTP
PROCESS
DISTRIBUTION PIPING SECTION

REVISED	DATE	BY	CHECKED
1	12/11/13	JLB	(P20-30-20)
2	12/11/13	JLB	(P20-30-30)
3	12/11/13	JLB	(P20-30-40)
4	12/11/13	JLB	(P20-30-50)

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.: 23892

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 51,700 ^{= 50.01 Acre feet.} 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.

subject to the attached terms and conditions.

Designated Director under the Act: 
Rob Burland

Date Signed: MAY 14 2009

Licence No. 00188070-00-00
File No. 23592
Page 1 of 7

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.

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File No. 23582
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- 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 28th 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.
- 

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- 4.4 The Licensee shall submit an Annual Water Use Report to the Director:
- (a) on or before February 28th 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

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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	21.76 (768)

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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

MASTER TRANSFER AGREEMENT

VILLAGE OF COWLEY

and

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

© Brownlee LLP

This Agreement made the ____ day of _____, 2014.

BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

MASTER TRANSFER AGREEMENT

WHEREAS:

- A. The Village is the owner of the Water Assets; and
- B. The Village is agreeable to transferring the Water Assets to the MD, upon and subject to the terms, covenants and conditions contained within this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual agreements contained within this Agreement, the parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions

In this Agreement, the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- (a) "**Agreement**" means this agreement as the same may be amended from time to time and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the Schedules attached hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
- (b) "**Closing Date**" means upon the coming into force of the:
 - (i) Village's bylaw that it must enact in order to facilitate its portion of this transaction; and
 - (ii) MD's bylaw that it must enact in order to facilitate its portion of this transaction;
- (c) "**Existing Water Treatment Plant**" means the existing water treatment plant located on the Existing Water Treatment Plant Lands and the additional appurtenances such as all:

- (i) pumps, pipes, valves, meters, measurement instruments, and related assemblies and facilities housed within steel and/or brick clap concrete block buildings located on concrete foundations, within below grade concrete structures, and surrounding station yard sites;
 - (ii) 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) security fencing and gating surrounding or otherwise security all or any of the foregoing;
- (d) **"Existing Water Treatment Plant Lands"** means 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
- (e) **"Lease"** means that lease of a portion of the Existing Water Treatment Plant Lands for the operation of both the Reservoir and the Existing Water Treatment Plant, in form and in content as attached hereto as Schedule "A";
- (f) **"Lands"** means:
- (i) the Existing Water Treatment Plant Lands, but not the Existing Water Treatment Plant located thereon which will continue to be owned and operated by the Village, pursuant to the Lease;
 - (ii) the lands legally described as:

MERIDIAN 5 RANGE 1 TOWNSHIP 7
SECTION 2
THAT PORTION OF THE SOUTH EAST QUARTER
WHICH LIES EAST OF AREA 'A' ON PLAN 1898EZ
SOUTH OF ROAD PLAN 9311142 AND WEST OF THE
CASTLE RIVER AS SHOWN ON PLAN 9311142
CONTAINING 3.42 HECTARES (1.38 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS;
 - (iii) raw water pump and infiltration gallery located on lands noted in Section 1.1(e)(ii) hereof and all additional appurtenances such as all:
 - (A) pumps, pipes, valves, meters, measurement instruments, and related assemblies and facilities housed within steel and/or brick clap concrete block buildings located on concrete foundations, within below grade concrete structures, and surrounding station yard sites;
 - (B) other connected facilities and assemblies used and required for operation of the facilities described above and its connecting assemblies and facilities; and

- (C) security fencing and gating surrounding or otherwise security all or any of the foregoing;
- but excluding the Reservoir;
- (g) **"Promissory Note"** means that promissory note attached hereto as Schedule "B";
- (h) **"Purchase Price"** means \$1,400,000.00;
- (i) **"Reservoir"** means that reservoir located on the Lands and all associated, pumps, pipes, valves, meters, measurement instruments and all other connected facilities used with respect to the reservoir;
- (j) **"Rights of Way"** means the entire right, title and interest of the Village in and to all lands, interests in land, rights to use the surface of lands and all rights and interests ancillary thereto which relate to the construction, ownership, operation, maintenance, expansion and improvement of the Water Assets as described in Schedule "C" attached hereto, including, without restriction:
- (i) any and all agreements to allow for use and occupation of all road right of ways existing under a road plan or subdivision plan registered at the Land Titles Office;
 - (ii) any and all agreements to allow for use and occupation all government road allowances existing under an township plan registered at the Land Titles Office;
 - (iii) all utility right of way and/or easement agreements, and any related right of way plans, whether or not registered at the Land Titles Office; and
 - (iv) any and all Crossing Agreements;
- respecting or relating to the Water Assets; and
- (k) **"Service Agreements"** means those certain bulk water supply agreements, if any, between the Village and third parties which are accepted by the MD pursuant to the satisfaction of the Conditions, and are to be assigned to the MD pursuant to this Agreement;
- (l) **"Surrender and Termination of Lease"** means that Surrender and Termination of Lease Agreement between the MD and the Village, thereby mutually agreeing to the termination of that Water Facilities Lease and Operations Agreement entered into between the parties;
- (m) **"Water Assets"** means the raw water intake leading from the raw water source to the Existing Water Treatment Plant Lands, the Lands and all other associated property, as more particularly described in Schedule "A" attached hereto and without limiting the generality of the foregoing, includes:
- (i) the Rights of Way;

- (ii) all other necessary approvals, licenses and permits respecting the raw water intake and the operation of the Water Assets;
- (iii) all pipelines, service lines, meters and regulating facilities and related fixtures;
- (iv) all equipment, tools and inventories related to the maintenance and operation of the Water Assets; and
- (v) all pump stations, including all buildings, land and machinery thereon.

1.2 **Preamble and Schedules Incorporation**

The parties hereby confirm and ratify the matters contained and referred to in the preamble and in the various schedules to this Agreement and agree that the same are expressly incorporated into and form part of this Agreement.

ARTICLE 2 - AGREEMENT TO TRANSFER

2.1 **Transfer**

The Village and the MD hereby covenant and agree that subject to and in consideration of the performance of the other party's concurrent transfer obligations contained within this Agreement, the Village shall transfer to the MD all of its ownership rights, titles, and interests in the Lands free and clear of any and all claims, liens, encumbrances, charges or security interests whatsoever as at the Closing Date.

The Village and the MD agree that notwithstanding the transfer of the Water Assets from the Village to the MD, the ownership of the Reservoir and the Existing Water Treatment Plant shall continue to remain with the Village.

2.2 **Purchase Price/Consideration**

The Village and the MD hereby covenant and agree that:

- (a) save and except for as specifically contained within this Section, no further or other consideration, compensation, purchase price or other payment shall be due or owed by either party as a result of the transfers contemplated within Section 2.1 of this Agreement; and
- (b) upon and subject to the performance of the Village's concurrent transfer obligations contained within Section 2.1 of this Agreement, the MD shall pay to the Village the Purchase Price as follows:
 - (i) \$140,000.00 payable by the MD to the Village, on the Closing Date; and
 - (ii) the balance of the Purchase Price shall be payable in accordance with the Promissory Note.

2.3 Adjustments

The parties agree that all necessary adjustments relating to the Water Assets, including, without limitation, adjustments of prepaid expenses, taxes and other necessary adjustments shall be made as of the Closing Date. In the event that figures are not ascertainable for necessary adjustments at the Closing Date the parties shall calculate and resolve the adjustments as soon thereafter as figures are ascertainable.

2.4 Employees

The Village shall be responsible for the termination or relocation of any and all employees applicable to the operation of the Water Assets as direct employer, successor employer, or otherwise. The Village shall indemnify and hold the MD harmless from any and all costs, claims, costs or damages whatsoever related to any and all compensation due or accruing due to any such employees, which indemnity shall survive the Closing Date and remain binding after any registration, closing, completion, payment of consideration contemplated within this Agreement.

ARTICLE 3 - REPRESENTATIONS & WARRANTIES

3.1 Village's Representations and Warranties

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

- (a) the Village has been incorporated and organized under the laws of the Province of Alberta and is a valid and subsisting municipality;
- (b) proceedings have been taken by the Village, to approve this Agreement and its execution and delivery and to authorize the closing of the within transactions and the performance of the obligations of the Village hereunder;
- (c) the respective interests of the Village in the Water Assets have not been assigned by the Village other than to the MD pursuant to the provisions hereof;
- (d) the Village has good and marketable title to and is the beneficial owner of the Water Assets, free and clear of all encumbrances and security interests whatsoever;
- (e) the Village is not a party, directly or indirectly, to any existing claims, proceedings, actions or lawsuits which would have a material adverse effect on the Water Assets;
- (f) the Village is not a non-resident of Canada within the meaning of the Income Tax Act (Canada);
- (g) to the best of the Village's knowledge without making diligent inquiry, there are no existing or threatened lawsuits involving the Water Assets, whether environmentally related or otherwise, which would have a material adverse effect on the MD;
- (h) this Agreement is not in conflict with any other agreement or transaction to which the Village is a party or is bound, subject to all third party consents being obtained as herein set forth;

- (i) to the best of the Village's knowledge, the descriptions in the Schedules, together with any plans, drawings, designs or schematics that have been provided to the MD, are materially accurate in recording the Water Assets as built and existing;
- (j) subject to the Lease, the MD shall be entitled to quiet enjoyment of the Water Assets from and after the Closing Date; and

The representations and warranties of the Village shall survive the closing and the execution or registration of conveyances.

3.2 MD's Representations and Warranties

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

- (a) the MD has been incorporated and organized under the laws of the Province of Alberta and is a valid and subsisting commission;
- (b) proceedings have been taken by the members of the MD, to approve this Agreement and its execution and delivery and to authorize the closing of the within transactions and the performance of the obligations of the MD hereunder;
- (c) the MD is not a party, directly or indirectly, to any existing claims, proceedings, actions or lawsuits which would have a material adverse effect on the Water Assets;
- (d) the MD is not a non-resident of Canada within the meaning of the Income Tax Act (Canada); and
- (e) this Agreement is not in conflict with any other agreement or transaction to which the MD is a party or is bound, subject to all third party consents being obtained as herein set forth.

The representations and warranties of the MD shall survive the closing and the execution or registration of conveyances.

3.3 Acknowledgment and Agreement

The parties each acknowledge and agree that:

- (a) there are no representations or warranties given by the parties, express or implied, as to any matter, cause or thing other than as specifically given in Section 3.1 and 3.2 of the Agreement;
- (b) except as otherwise specifically set forth in Section 3.1 and 3.2 of this Agreement, all of the Water Assets are transferred and accepted "as is, where is" and the MD in each case is relying totally upon its own investigations and inspections of the respective assets and not upon any representation, warranty or statement, express or implied, of the Village; and
- (c) the parties shall operate and maintain the respective assets to be transferred in the same manner as the said party operates the balance of its respective water system assets.

3.4 Crossing Agreements

The Parties acknowledge and agree that the MD has not reviewed the status of all crossing agreements affecting the Water Assets and the Rights of Way. However, the MD shall be solely responsible for revisions to or replacements of any and all such crossing agreements after the Closing Date. The Village acknowledges that it will be obligated to execute assignments of all crossing agreements effecting the Water Assets and Rights of Way after the Closing Date, of which assignments shall be prepared at the MD's sole expense. However, should the Village desire to negotiate the content of the assignments, the negotiation will be done at the Village's expense.

ARTICLE 4 - LIABILITIES

4.1 Risk

The Water Assets shall be and remain at the risk of the Village until the Closing Date. In the event of any loss or destruction to any of the said assets the Village shall retain any insurance proceeds received with respect to such loss or destruction, if any, in trust for the MD, and upon the conclusion the purchase and sale contemplated herein such funds shall be applied to the repair and replacement of the damaged or destroyed portions of the said assets. Further, the Village shall keep such of its insurance as existed prior to the Closing Date in place until the risk has passed to the MD upon the Closing Date, at which point the MD will obtain and maintain its own insurance coverage.

4.2 Costs

The Village and the MD shall each be responsible to pay for their own respective costs and expenses incidental to the preparation and carrying out of this Agreement and the completion of the transactions contemplated hereby.

ARTICLE 5 - COMPLETION

5.1 Completion – Village

As soon as reasonably practicable and prior to the Closing Date, the Village shall deliver or cause to be delivered to the MD:

- (a) a duly executed registerable transfer of land respecting the Lands;
- (b) two (2) copies of each of the following closing documents, all executed in counterpart:
 - (i) general conveyance for the Village's interest in the Water Assets executed by the Village;
 - (ii) assignment of any necessary approvals for the operation of the Water Assets;
 - (iii) Application to transfer necessary approvals for the operation of the Water Assets;
 - (iv) the Lease;
- (c) all keys, security codes, and other devices required to permit the MD to have full and uninterrupted access to the Water Assets (or in lieu thereof, reasonable arrangements

acceptable to the parties to allow for delivery of some or all of the said items on the Closing Date);

- (d) all computer files and software, all files, as-built plans and records respecting the operation of the Water Assets, and all original copies of all construction agreements and warranties respecting the Water Assets (or in lieu thereof, reasonable arrangements acceptable to the parties to allow for delivery of some or all of the said items on the Closing Date; and
- (e) written evidence of the payment in full by the Village of any and all debts or accounts owed to any contractors or service providers respecting the Water Assets; and

in order to complete the transfers as contemplated within this Agreement.

5.2 Completion - MD

Upon registration of any and all transfer documentation at the Land Titles Office, the MD shall deliver or cause to be delivered to the Village:

- (a) a duly executed copy of the Lease, executed in counterpart;
- (b) a duly executed copy of the Promissory Note;
- (c) two (2) copies of each of the following closing documents, all executed in counterpart:
 - (i) general conveyance for the Village's interest in the Water Assets executed by the Village;
 - (ii) assignment of any necessary approvals for the operation of the Water Assets;
 - (iii) Application to transfer necessary approvals for the operation of the Water Assets;
 - (iv) the Lease;

whereupon the transfers of the respective interests in the Water Assets shall be fully completed and all documentation releasable from trust conditions of closing.

ARTICLE 6 - GENERAL

6.1 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.

Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

- (a) if to the Village:

Village of Cowley
PO Box 40
Cowley, Alberta T0K 0P0
Attention: CAO
Fax: (403) 628-2807
E-mail: vilocow@shaw.ca

- (b) if to the MD:

Municipal District of Pincher Creek No. 9
PO Box 279
Pincher Creek, Alberta T0K 1W0
Attention: CAO
Fax: (403) 627-5070
E-mail: wkay@mdpincercreek.ab.ca

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

Notice shall be served by one of the following means:

- (c) by delivering it to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such Party;
- (d) if delivered to a corporate party, by delivering it to the address specified in (a) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
- (e) by fax or email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
- (i) if transmitted before 3:00 p.m. on a business day, on that business day; or
 - (ii) if transmitted after 3:00 p.m. on a business day, on the next business day after the date of transmission; or
- (f) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) 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.

6.2 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 irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

6.3 Time of Essence

Time shall be of the essence of this Agreement.

6.4 Preamble and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A"	-	The Lease
Schedule "B"	-	Promissory Note
Schedule "C"	-	The Utility Rights of Way.

6.5 Headings

The headings, captions, paragraph numbers, sub-paragraph 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 Counterparts

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and

agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

6.11 **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.

6.12 **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 permitted by law.

6.13 **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 term shall survive the termination or expiry of the term and shall not be merged therein or therewith.

6.14 **Remedies Generally**

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

6.15 **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 or solicitor's trust cheque is tendered instead of cash.

6.16 **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.

6.17 **Binding Effect**

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

6.18 **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, such consent which may be arbitrarily withheld by either party.

6.19 **Requests for Consent**

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

6.20 **Construction**

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

6.21 **Enurement**

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

IN WITNESS WHEREOF the corporate parties have this Agreement Closing the date first above written.

VILLAGE OF COWLEY

Per:

Mayor

Per:

CAO

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

Per:

Reeve

Per:

CAO

SCHEDULE "A"

THE LEASE

LEASE AGREEMENT

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

TO

VILLAGE OF COWLEY

{27/09/2013 ,E1388223.DOC;3}

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THIS LEASE made the _____ day of _____, 20_____

BETWEEN:

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

AND:

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

WHEREAS:

- A. The Landlord is or is entitled to become the registered owner of the Lands;
- B. The Landlord and the Tenant desire to enter into a lease of the Leased Premises allowing for management and operation of the Facilities located upon the Leased Premises;
- C. The Tenant is to own the Facilities, but the Landlord is to continue to own the Lands;

ARTICLE 1- DEFINITIONS

1.1 Definitions

In this Lease the following terms have the following meanings:

- (a) "**Applicable Laws**" means any and all municipal, provincial and federal codes, guidelines, statutes, laws, regulations, rules, permits, licenses, orders and directions of any government, regulatory or administrative body, agency, board or commission having jurisdiction over the Leased Premises, the Lands, the Permitted Use on the Lands and the Facilities;
- (b) "**Commencement Date**" means the ____ day of _____, _____;
- (c) "**Facilities**" means both:
 - (i) that water reservoir located on the Leased Premises and all associated, pumps, pipes, valves, meters, measurement instruments and all other connected facilities used with respect to the reservoir; and
 - (ii) the existing water treatment plant located on the Existing Water Treatment Plant Lands and the additional appurtenances such as all:
 - (A) pumps, pipes, valves, meters, measurement instruments, and related assemblies and facilities housed within steel and/or brick clap concrete block buildings located on concrete foundations, within below grade concrete structures, and surrounding station yard sites;
 - (B) other connected facilities and assemblies used and required for operation of the water treatment plant described above and its connecting assemblies and facilities; and

- (C) security fencing and gating surrounding or otherwise security all or any of the foregoing;
- (d) "**Hazardous Substances**" means toxic, hazardous, dangerous or potentially dangerous substances of any kind whatsoever including, without restricting the generality of the foregoing, urea formaldehyde, asbestos, PCB transformers and those elements, materials, substances or compounds which are regulated by federal, provincial or local statute, law, ordinance, code, rule, regulation order or decree including, but not limited to, the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c.B-12, as amended from time to time, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous or potentially dangerous waste, substance or material of any kind or nature whatsoever;
- (e) "**Lands**" means those 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;
- (f) "**Lease**" means this lease agreement, as from time to time amended in writing by agreement between the Landlord and the Tenant;
- (g) "**Leased Premises**" means only that portion of the Lands reasonably required for the operation of the Facilities by the Tenant;
- (h) "**Permitted Use**" means the operation of the Facilities and any service ancillary thereto
- (i) "**Rent**" means the rent as set forth in Article 5 hereof; and
- (j) "**Term**" means the term of this Lease as set forth in Paragraph 3.1 of this Lease;

ARTICLE 2 - DEMISE

2.1 Demise of Leased Premises

- (a) In consideration of the rents, covenants, conditions and agreements contained within this Lease to be paid, observed and performed by the Tenant, the Landlord hereby demises and leases the Leased Premises to the Tenant and the Tenant leases the Leased Premises from the Landlord.
- (b) The Tenant acknowledges and agrees that the Tenant shall not be entitled to occupy the entirety of the Lands, but rather, only that portion of the Lands that is reasonably necessary for the Tenant's Permitted Use.

ARTICLE 3 - TERM OF LEASE

3.1 Term

The term of this Lease shall be for fifteen (15) years commencing on the Commencement Date and expiring on the _____ day of _____, 20____, subject always to earlier termination or renewal of this Lease and the Term as provided in this Lease.

ARTICLE 4 - EXAMINATION OF LANDS

4.1 Satisfactory Condition

The Tenant agrees that the Leased Premises are in good condition and agrees to accept possession of the Leased Premises on an "as is - where is" basis.

ARTICLE 5 - RENT**5.1 Base Rent**

The base rent payable by the Tenant to the Landlord for the initial Term of this Lease shall be the sum of ONE (\$1.00) DOLLAR per year, and the total rent over the entire Term of the Lease has been paid by the Tenant to the Landlord, payment of which has been acknowledged by the Landlord.

ARTICLE 6 - TAXES**6.1 The Tenant's Taxes**

The Tenant 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 and school taxes which may at any time during the Term be imposed, assessed or levied, in respect of the Leased Premises and all fixtures and improvements from time to time thereon, or which, howsoever imposed, might constitute a lien on the Leased Premises or any part thereof or a liability of the Landlord. The Tenant shall furnish to the Landlord, within thirty days of receipt of a written request from the Landlord, official receipts or other proof satisfactory to the Landlord evidencing the payment of the taxes.

ARTICLE 7 - QUIET ENJOYMENT**7.1 The Tenant's Quiet Enjoyment**

Subject to the terms, covenants and conditions contained in this Lease, the Landlord covenants that upon duly performing and observing all its covenants and obligations contained in this Lease the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

ARTICLE 8 - OPERATION OF LANDS**8.1 Management**

The Tenant shall operate and manage the Leased Premises consistent with the Permitted Use and shall comply with all obligations imposed upon by the Tenant pursuant to the Applicable Laws. Without limiting the generality of the foregoing, the Tenant shall:

- (a) supply all necessary equipment and personnel reasonably required for the purpose of managing and operating the Facilities;
- (b) maintain reasonable records of maintenance and repairs;
- (c) undertake all activities and provide all services reasonably required for the efficient management and operation of the Leased Premises and the Facilities as a prudent operator would in similar circumstances;
- (d) promptly pay all charges, impositions, costs and expenses of every nature and kind relating to the Leased Premises and the maintenance, operation, cleaning, repair and replacement of the Facilities, including, without restriction, all costs relating to window cleaning, garbage disposal, repairing damaged components of the Leased Premises and Facilities, heating, ventilating and air-conditioning the Facilities, provision of hot and cold water, and provision of electricity;
- (e) use the Lands solely for the Permitted Use and shall not use or permit or suffer the use of the Leased Premises or any part thereof for any other business or purpose whatsoever;

- (f) not do, omit to do or permit to be done or omit to be done any act or thing which may render void or voidable or conflict with the requirements of any policy or policies of insurance, including any regulations of fire insurance underwriters applicable to such policy or policies, under which the Leased Premises or the contents of the Leased Premises are insured or which may cause any increase in premium to be paid in respect of any such policy;

8.2 Evidence of Payments

The Tenant shall produce upon the reasonable request of the Landlord, satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

8.3 No Nuisance

The Tenant shall not at any time during the Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in, about or upon the Leased Premises or any part thereof any waste or any offensive act, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the Term be done in, about or upon the Leased Premises or any part thereof which shall be inconsistent or incompatible with the intended use of a public Facilities or which may be or grow to the annoyance, nuisance, damage or disturbance of the users of the Leased Premises.

8.4 Ownership of Fixtures and Facilities

- (a) Subject to Section 8.4(b), the Landlord and the Tenant agree that anything in the nature of leasehold improvements, installations, alterations, additions and partitions and all other fixed improvements which the Tenant may construct upon the Lands from time to time are and shall be fixtures to the Leased Premises and are intended to be and become the absolute property of the Landlord upon the expiration or termination of this Lease, but shall be deemed, as between the Landlord and the Tenant during this Lease, to be the separate property of the Tenant and not of the Landlord but subject to and governed by all the provisions of this Lease notwithstanding the right of the Tenant. Provided always that the Landlord's absolute right of property in all such fixed improvements upon the Lands which will arise upon the expiration or termination of this Lease takes priority over any other interest in the said fixed improvements which may now or hereafter be created by the Tenant, and that all dealings by the Tenant with the fixed improvements which in any way affect title thereto shall be made expressly subject to this right of the Landlord. The Tenant shall not assign, encumber or otherwise deal with the fixed improvements separately from any dealing with the leasehold interest under this Lease which has been authorized by the Landlord in writing.
- (b) The Landlord and the Tenant agree that the Facilities shall at all times remain the sole ownership of the Tenant and that upon the expiration or termination of this Lease, should the Facilities or any part thereof remain operational, the Landlord and the Tenant shall negotiate how the Facilities shall continue to remain operational or the entitlement to compensation therefore.

8.5 Termination

The Tenant shall, upon the expiration or sooner termination of the Term:

- (a) surrender and yield up to the Landlord the Leased Premises, together with all fixtures, improvements and equipment in as good condition and repair as the Tenant is required to maintain as set forth in this Lease, and the Tenant shall deliver to the Landlord all keys to the Facilities which the Tenant has in its possession;
- (b) provide the Landlord with an inventory of all warranties on equipment acquired by the Tenant during the Term and assign to the Landlord all such warranties requested by the Landlord; and

- (c) not leave upon the Leased Premises any rubbish or waste material and will leave the Lands in a clean and tidy condition.

8.6 Builders' Liens

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

8.7 Discharge of Builders' Liens

The Landlord 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 Landlord in respect the discharge of any lien shall be immediately due and payable to the Landlord as Rent.

8.8 Alterations

The Tenant shall not without the prior written consent of the Landlord, which consent may not be unreasonably withheld, make any installations, additions, partitions, alterations or improvements to the Lands.

ARTICLE 9- INSURANCE AND INDEMNITY

9.1 Insurance

- (a) The Tenant shall throughout the Term and during any other time the Tenant occupies the Leased Premises or a part thereof, at its sole cost and expense, take out and keep in full force and effect, the following insurance:
- (i) "all risks" insurance upon property of every kind and description owned by the Tenant, or for which the Tenant is legally liable, or installed by or on behalf of the Tenant and which is located within the Leased Premises, in an amount not less than the full replacement cost thereof;
 - (ii) 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 Tenant;
 - (iii) any other form of insurance as the Tenant or Landlord 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; and
 - (iv) comprehensive general liability insurance with inclusive limits of not less than \$5,000,000.
- (b) Each insurance policy referred to in Section 9.1(a) shall name the Landlord as additional named insureds as their interest may appear and such policies will contain where appropriate:
- (i) a waiver of any subrogation rights which the Tenant's insurers may have against the Landlord;
 - (ii) a severability of interests clause or a cross liability clause; and
 - (iii) a waiver in favour of the Landlord 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.

- (c) All policies shall be taken out with insurers and shall be in a form acceptable to the Landlord acting reasonably. The Tenant agrees that certificates of insurance acceptable to the Landlord, certified copies of each such insurance policy, will be delivered to the Landlord as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Landlord 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.
- (d) All insurance policies to be taken out by the Tenant shall be reviewed by the Landlord and the Tenant no less than once every five (5) years to determine the sufficiency of the insurance policies and the limits of insurance policies. In the event that the Landlord determines that the insurance policies held by the Tenant at the time of the periodic review are insufficient, the Tenant shall obtain such additional amounts of insurance to be consistent with what a prudent owner of property similar to the Lands or that provides similar operations to the Permitted Use would so obtain in similar circumstances.

9.2 The Tenant Pays Premiums

The Tenant shall be responsible for the costs of all premiums of insurance relating to the coverage purchased and maintained as required in this Lease, and shall forthwith reimburse the Landlord for such costs within thirty (30) days of receipt of an invoice from the Landlord, failing which such costs shall be immediately due and payable to the Landlord as Rent.

9.3 Additional Premiums

If the occupancy of the Lands or the activities of the Tenant on the Leased Premises cause or result in any increase in premiums for any of the insurance policies obtained pursuant to this Lease, the Tenant shall pay the premium increase to the Landlord as Rent forthwith upon the Landlord rendering an invoice for the additional premium.

9.4 Proceeds of Insurance

The proceeds of insurance which may become payable under any policy of insurance effected pursuant to this Lease shall be payable to the Landlord and the Tenant as their interests may appear.

9.5 Repair Obligations

- (a) Where repairs are necessary due to damage or destruction of the Leased Premises or any fixtures, equipment and improvement on the Leased Premises, the Tenant shall effect the repairs. The Landlord shall bear all costs of repairs and the Landlord shall apply the proceeds of insurance under the relevant policy upon the completion of the repairs, to the reasonable satisfaction of the Landlord.
- (b) Any contract to be entered by the Tenant for any repair work required pursuant to this Paragraph 9.5 shall be subject to the reasonable approval of the Landlord, and the Tenant shall submit to the Landlord for its review copies of all estimates for all work and the contracts for the completion of such repair work for review by the Landlord.

9.6 Indemnity to Landlord

The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, expenses, costs, fees (including all legal and other professional costs on a solicitor and his own client full indemnity basis), claims, suits or actions arising out of:

- (a) any breach, violation, or non-performance of any covenant, condition or agreement in this Lease on the part of the Tenant to be fulfilled, kept, observed and performed,
- (b) any damage to property occasioned by the use or occupation of the Leased Premises or any part thereof,
- (c) any injury to any person or persons including death resulting at any time arising in connection with or out of the use or occupation of the Leased Premises by the Tenant or any part thereof,
- (d) any act or omission of the Tenant, its agents, employees, licensees, servants, invitees or other persons from time to time in, on or about the Leased Premises; and

this indemnity shall survive the expiry or sooner termination of this Lease.

ARTICLE 10 - DAMAGE AND DESTRUCTION

10.1 Damage or Destruction of Facilities

In the event that the Facilities is damaged or destroyed as a result of the negligent act of the Tenant or its invitees, the Tenant shall repair the Facilities, subject to the following provisions if, in the reasonable opinion of the Landlord's architects, the Facilities cannot be rebuilt or made fit for the purposes of the Tenant within three hundred and sixty five (365) days of the damage or destruction, instead of requiring the Tenant to rebuild or make the Facilities fit for the Tenant, the Landlord may, at its option, terminate this Lease by giving the Tenant one hundred and twenty (120) days' notice of termination and the Tenant shall deliver up possession of the Lands to the Landlord on or before the expiry of such one hundred and twenty (120) days.

10.2 Notice of Accidents, Defects or Damages

The Tenant shall immediately advise the Landlord, and promptly thereafter by notice in writing confirm such advice to the Landlord, of any accident to or defect in the plumbing, gas pipes, water pipes, heating, ventilating, ice making and air conditioning apparatus, electrical equipment, conduits, or wiring, or of any damage or injury to the Lands, or any part thereof, howsoever caused.

ARTICLE 11 - SUB-LETTING AND ASSIGNMENT

11.1 Sub-letting

The Tenant shall not, without the written consent of the Landlord, such consent which may be arbitrarily withheld by the Landlord, sub-let a portion of the Lands provided that in no event shall any sub-letting to which the Landlord may have consented release or relieve the Tenant from the full performance of all of its obligations under this Lease throughout the Term and any renewal or extension of the Term.

11.2 Assignment

The Tenant shall not, without the written consent of the Landlord, assign its interest in this Lease, or any part hereof, in any manner whatsoever.

ARTICLE 12 - DEFAULT BY THE TENANT AND TERMINATION

12.1 Events of Default

Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):

- (a) if the Tenant fails to make any payment, in whole or in part, of any amount payable to the Landlord as provided in this Lease;

- (b) if a petition in bankruptcy is filed and presented against the Tenant, or if a receiver, receiver and manager, custodian or similar agent is appointed or takes possession of any property or business of the Tenant;
- (c) if the interest of the Tenant in the Lands becomes liable to be taken or sold under any letter of execution, writ of enforcement, or other like process;
- (d) if the Tenant ceases to carry on its business; or
- (e) if the Tenant neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease, howsoever arising.

12.2 Opportunity to Cure

Written notice of an Event of Default shall be provided by the Landlord to the Tenant. The Tenant shall have a period of sixty (60) days from the date of receipt of the notice to cure the default or to provide evidence satisfactory to the Landlord, in its unfettered discretion, that the Tenant has taken all reasonable steps in order to cure the default.

12.3 Termination

If an Event of Default occurs and continues for sixty (60) days, subject to Paragraph 12.2, the Landlord may terminate this Lease by delivery of notice in writing to that effect to the Tenant. Such termination shall not limit in any way the Landlord's recourse to any remedies available to it at law, equity or otherwise.

12.4 Collection of Costs

In addition to any other rights available to the Landlord pursuant to this Lease, the Landlord shall be entitled to collect from the Tenant the following costs as Rent:

- (a) all payments made by the Landlord or costs incurred by the Landlord which ought to have been paid or incurred by the Tenant, or for which the Landlord is entitled to be paid or to be reimbursed by the Tenant pursuant to the terms of this Lease;
- (b) all disbursements and costs (including legal and other professional costs on a solicitor and his own client full indemnity basis) and all fees and costs related to recovery or collection of such sums;
- (c) interest at the prime lending rate of the Landlord's primary financial institution on all outstanding amounts owed by the Tenant to the Landlord, from the 31st day following the date they are invoiced by the Landlord to the Tenant to the date of payment in full to the Landlord.

12.5 Set-Off

In the event that the Tenant fails to make any payment or provide any sum to the Landlord as Rent, that amount may, at the election of the Landlord and without limiting or waiving any right or remedy against the Tenant under this Lease, be set off against and shall apply to any sum of money owed by the Landlord to the Tenant from time to time until all amounts owing to the Landlord have been completely set off.

ARTICLE 13 - LANDLORD'S PERFORMANCE

13.1 Landlord may Perform the Tenant's Covenants

If the Tenant shall fail to perform or cause to be performed any of the covenants or obligations of the Tenant in this Lease contained, on the part of the Tenant to be observed or performed, the Landlord shall have the right, but shall not be obligated, to perform or cause the same to be performed, and to do or cause not to be done such things as may be necessary or incidental thereto, including without limiting the foregoing, the right to make repairs, installations,

erections and expend monies, and all payments, expenses, costs, charges, fees, including all legal fees on a solicitor and his own client full indemnity basis, and disbursements incurred or paid by or on behalf of the Landlord in respect thereof shall be immediately due and payable to the Landlord as Rent.

13.2 Waiver of Exemptions

Notwithstanding anything contained in any statute in existence as at the date of this Lease or from time to time during the Term none of the goods or chattels of the Tenant at any time during the continuance of the Term on the Lands shall be exempt from levy by distress for Rent in arrears by the Landlord and upon any claim being made for such exemption by the Tenant or on distress being made by the Landlord this covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to the levying upon any such goods and the Tenant hereby waives all and every benefit that could or might have accrued to the Tenant under and by virtue of any such statute.

13.3 Overlooking and Condoning

Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, proviso or condition contained in this Lease shall not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of the Landlord in respect of any subsequent default, breach or non-observance.

13.4 Forcible Re-entry

In the event that the Landlord shall be entitled under the terms of this Lease or by law to enter the Lands, then the Landlord shall be at liberty to effect such re-entry forcibly, and for such purpose the Landlord, or its servants or agents duly authorized in writing may break open locks, doors, windows, or otherwise, as may be deemed necessary for such purposes, without in any way incurring any liability or becoming responsible for damages or otherwise to the Tenant.

13.5 Remedies Generally

Mention in this Lease of any particular remedy of the Landlord in respect of the default by the Tenant does not preclude the Landlord from any other remedy in respect of any such default, whether available at law or in equity or by statute or expressly provided for in this Lease. No remedy shall be exclusive or dependent upon any other remedy, but the Landlord may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative. Whenever the Tenant seeks a remedy in order to enforce the observance or performance of one of the terms, covenants, agreements and conditions contained in this Lease on the part of the Landlord to be observed or performed, the Tenant's only remedy, if any, shall be for such damages as the Tenant shall be able to prove in a court of competent jurisdiction that it has suffered as a result of a breach of this Lease by the Landlord.

ARTICLE 14 – RESPONSIBILITY

14.1 Landlord not Responsible for Injuries, Loss or Damage

The Landlord shall not be responsible in any way or under any circumstances whatsoever for any injury to any person, including death, however caused or for any loss of or damage to any property belonging to the Tenant, any sub-lessee, or to other occupants of the Lands or to their respective invitees, licensees, agents servants or other persons from time to time attending at the Lands, damage to any such property caused by theft or breakage, failure to keep the Leased Premises in repair and free from refuse, obnoxious odours, vermin or other foreign matter, plumbing, water or other pipes or fixtures, or from any part of the Leased Premises or any adjacent or neighbouring lands and premises or otherwise, acts or negligence of guests, invitees or employees of the Tenant or other occupants of the Leased Premises, acts or negligence of any owners or occupants of adjacent or contiguous premises or property of their guests, invitees or employees, acts of God, acts or negligence of any person or for any loss whatsoever with respect to the Leased Premises and/or any business carried on therein, unless such damage, injury,

death or loss is caused solely by the negligence, omission or default of the Landlord or those for whom the Landlord is in law responsible.

ARTICLE 15 – GENERAL

15.1 Notices

Whether or not stipulated in this Lease, all notices, communication, requests and statements (the "Notice") required or permitted under this Lease shall be in writing. Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out in this Lease, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b) 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 in this Lease. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation of delivery; or
- (c) 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 seventy two (72) hours 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.

All Notices to be sent in accordance with this paragraph shall be addressed as follows:

- (d) to the Landlord at: Municipal District of Pincher Creek No. 9
PO Box 279
Pincher Creek, Alberta T0K 1W0
Attention: Chief Administrative Officer
Fax: 403-627-5070
- (e) to the Tenant at : Village of Cowley
PO Box 40
Cowley, Alberta T0K 0P0
Attention: Chief Administrative Officer
Fax: 403-628-2807

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

15.2 Governing Law

This Lease shall be construed and governed by the laws of the Province of Alberta. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article, paragraph and sub-paragraph of this Lease, and all of such covenants and agreements shall be deemed to run with the Land and the reversion therein. Should any provision of this Lease be illegal or not enforceable they shall be considered separate and several from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the illegal or unenforceable provisions had never been included. The schedules shall form part of this Lease.

15.3 Time of Essence

Time shall be of the essence throughout this Lease.

15.4 Captions

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Lease 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 Lease or any provisions of this Lease.

15.5 Relationship between Parties

Nothing contained herein shall be deemed or construed by the Landlord or the Tenant, nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the Landlord and the Tenant, it being understood and agreed that none of the provisions contained in this Lease nor any act of the parties shall be deemed to create any relationship between the Landlord and the Tenant other than the relationship of a landlord and tenant.

15.6 Binding Effect

This Lease and everything contained within this Lease shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, permitted assigns and other legal representatives, as the case may be, of each of the Landlord and the Tenant, subject to the granting of consent by the Landlord as provided to any assignment or sublease.

IN WITNESS WHEREOF each of the Landlord and the Tenant have executed this Lease on the day and year first written above.

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

Per: _____

Per: _____

VILLAGE OF COWLEY

Per: _____

Per: _____

SCHEDULE "B"

PROMISSORY NOTE

PROMISSORY NOTE

BETWEEN:

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
(the "MD")

- and -

VILLAGE OF COWLEY
(the "Village")

WHEREAS:

A. The MD has acquired certain waterworks systems from the Village, pursuant to that Master Transfer Agreement between the parties;

B. As of the date of execution of the Promissory Note, the MD owes One Million Two Hundred Sixty Thousand (\$1,260,000.00) Dollars to the Village for the acquisition of those waterworks systems;

D. The MD has agreed to the granting of this Promissory Note as evidence of indebtedness of the outstanding purchase price to the Village in accordance with the terms, covenants and conditions contained within this Promissory Note.

NOW THEREFORE IN CONSIDERATION of the Village transferring the waterworks systems to the MD, and the MD's promise to pay sums required within this Promissory Note, and the and the mutual covenants contained within this Promissory Note, the MD and the Village covenant, promise and agree as follows:

1. Loan

The MD hereby promises to pay to, or to the order of, the Village at its address of Box 40, Cowley, Alberta T0K 0P0, the sum of One Million Two Hundred Sixty Thousand (\$1,260,000.00) Dollars in lawful money of Canada and upon the following terms:

- (a) payments of principal and interest shall be in accordance with the attached Schedule "A"; and
- (b) interest on the balance outstanding of the foregoing amounts at the interest rate of 2.942%, payable annually, calculated and compounded annually not in advance, both before and after default, maturity and the taking of any judgment hereon.

2. Overdue Payment

All sums of interest on becoming overdue, shall be forthwith treated (as to the payment of further interest thereon) as principal monies and shall bear compound interest at the rate aforesaid.

3. Waiver of Presentment

The Village hereby waives demand and presentment for payment, notice of non-payment and notice of protest of this Promissory Note.

DATED at Pincher Creek, in the Province of Alberta, this ____ day of _____, 2013.

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

Per: _____

{27/09/2013 ,E1388260.DOC;3}

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 1st each year on outstanding balance.

	Balance Remaining	Principal	Interest	Payment
October 2013	1,400,000.00	140,000.00	0.00	140,000.00
June 15th, 2014	1,260,000.00	120,000.00	37,069.20	163,069.20
June 15th, 2015	1,134,000.00	120,000.00	33,362.28	159,362.28
June 15th, 2016	1,008,000.00	120,000.00	29,655.36	155,655.36
June 15th, 2017	882,000.00	120,000.00	25,948.44	151,948.44
June 15th, 2018	756,000.00	120,000.00	22,241.52	148,241.52
June 15th, 2019	630,000.00	120,000.00	18,534.60	144,534.60
June 15th, 2020	504,000.00	120,000.00	14,827.68	140,827.68
June 15th, 2021	378,000.00	120,000.00	11,120.76	137,120.76
June 15th, 2022	252,000.00	120,000.00	7,413.84	133,413.84
June 15th, 2023	126,000.00	120,000.00	3,706.92	129,706.92
	0.00	1,400,000.00	293,699.60	1,693,699.60

{2709/2013,E1198898.DOC;3}

SCHEDULE "C"

Rights of Way

The following instrument numbers registered at the Land Titles Office:

	Instrument No.	Description
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Director of Operations Report May 21, 2014

Operations Activity Includes:

- May 13, Regular Council meeting;
- May 14, Joint Worksite Health and Safety meeting;
- May 15, Staff meetings;
- May 15, Regional Water Site Inspections;
- May 16, Work Order System implementation;
- May 17, Lundbreck Skate Board Park attendant meeting;
- May 20, Fire Extinguisher training.

Agricultural and Environmental Services Activity Includes:

- May 13 – Southern Alberta Grazing School for Women Committee Meeting;
- Training for new staff;
- Patton Park Gophers;
- Gravel pit inspection and treatment.

Public Works Activity Includes:

- Ditch Cleanout;
- Guard Rail work on the Olson RD by the stone house;
- Shoulder pulling / mulching grass;
- Wash Bridge decks during poor weather;
- Flagman and Fire Extinguisher Training courses;
- Set up traffic counters for long weekend;
- Seed more grass at Huckis and Poulsens road project;
- Removal of snow fence is done.

Capital Project Update:

- Regional Water –
 - Treatment Plant – Plant commissioned, doing minor seasonal deficiencies;
 - Lundbreck Tie In – Site clean-up;
 - Regional Pipeline – Contractor completed pipeline tie ins and pressure testing;
- Administration Building minor deficiencies are being repaired and landscaping is ongoing.
- Flood Recovery Projects:
 - Cottonwood Bridge – project scope document out for review;
 - Lost Creek Bridge – Debris Removed;
 - Satoris Road Log Jam – Waiting for permits;
 - Satoris Road Goat Creek Bridge – Awaiting Engineering and permits;

Upcoming:

- May 22 Review Meeting with Disaster Recovery and WSP Engineering.
- May 27, Regular Council meeting;
- June 5, Agricultural Service Board meeting;
- June 7, Land Stewardship Centre, Green Acreages Guide Workshop.

Recommendation:

That the Operations report for the period May 7, 2014 to May 21, 2014 be received as information.

Prepared by: Leo Reedyk



Date: May 21, 2014

Reviewed by: Wendy Kay



Date: May 21, 2014

Submitted to: Council

Date: May 27, 2014

Municipal District of Pincher Creek 2014 Call Log Concerns

2	April 28, 2014		Would like to have the Driveway graded to Bobby Burns Pond. Exact Location, Bobby Burns Pond	
4	April 29, 2014		Concern: The snake trail is in Poor Shape. The road has no gravel and is very soft. Request for a grader on her driveway when in the area wants the grader to pull the gravel from the shoulders back onto her driveway. Exact Location, SE 28-8-1 W5.	Printed and passed onto Stu for the grader man to follow up.
2	April 30, 2014		Concern: Grader man crushed the culvert this past winter well plowing. Exact Location, NW 19-05-27 W4	
3	May 5, 2014		Councillor passed along the information that we should intall a warning flag at the soft spots on the road until they can get repaired when things dry out. TR 6-5 east of 507.	
3	May 8, 2014		Concern: Would like to request a grader on his driveway. #30313 Highway 507, 2Km west of Jctn 507 and Highway 6.	Information was passed onto grader man.
3	May 9, 2014		Resident was in to speak with staff, and to inquire about a texas gate at the entrance to his property. He thought it was a MD gate and it requires some welding. Supervisor was in the office at the time and he was going to look at it. Council discussion on texas gates and only those that were in the road were taken into the MD's inventory. Gates that departed the road ROW onto private property were not considered MD gates.	Resident informed.

Municipal District of Pincher Creek 2014 Call Log Concerns

2	May 9, 2014	Cameron Recycling	staff took a call from Cameron Recycling. Apparently they need their yard graded and requested some additional gravel. We do grade their property as and when required as the Municipality is a partner in the venture. They pay for the gravel on every other request. This is our turn to pay.	
4	May 9, 2014		called about the Paradien hill, TR 8-4. He indicated that it is quite greasy to climb up and that there are a couple of culverts at the bottom that are plugged and or downstream end collapsed by a grader that are causing water to overflow the road. He commented that there used to be a crown on the road, the gravel stayed and there was less of an issue getting in and out	Caller was informed that there will be some short term maintenance done to improve the road and that the MD is looking at the hill to see what can be done.
5	May 9, 2014		Concern: Caller says she was advised by someone at the MD saying we would deliver gravel to their yard. They wanted the delivery either today or after May 18. Mike advised her that the MD does not haul gravel, we will sell it to them, they are responsible to pay the MD for the gravel and they have to hire the truck and pay them for hauling. Exact Location, #22 South View Estates.	The md will call and get a list of trucks that can haul for them after May 18.
1	May 12, 2014		Received a call from resident about RR 30-0A. He indicated that between his approach 4526 and his neighbours approach 4528 there is no drainage across the road and the water crosses over the road. He feels that there should be a culvert across the road there and that the road could have more gravel applied.	
2	May 14, 2014		Concern: Request a grader on his driveway. Exact Location, #5421 Rg Rd. 29-1.5km south of Sh507	Information printed and passed onto Supervisor.

Municipal District of Pincher Creek 2014 Call Log Concerns

5	May 14, 2014		Concern: Parking Lot / Road Allowance past the old restaurant in Lundbreck is in need of a grader. Also needs gravel.	Advised that the MD would not haul gravel that they would have to hire a contractor for that. PW said that when we have a grader in the area, we would blade the piece of road. Passed the grader request onto Operator.
3	May 15, 2014		Concern: Wanting confirmation that the driveway will be graded this spring. They were told earlier this year that we would blade the road in the spring.	PW took the call, printed off the call sheet to give to operator.
5	May 15, 2014		Concern: North Burmis road and at 3021 TWP RD 8 is rough needs to have someone look at it.	Printed off the sheet to give to supervisor for follow up.
1	May 15, 2014		Concern: Request a grader on private road. Reviewed the policy & Rates First Hour @ n/c, Next hour at \$315.00 per hour. Exact Location, Shoderee Road	Printed off the call sheet to give to operator.
1F	May 21, 2014		Had gravel approved, needs to know when the loader will be in the pit. Needs it as soon as he can get it. Exact Location, Beaver Lake.	PW will get a approx. date for the loader to be in the area and will advise him.
4	May 20, 2014		Would like a grader to go down their road. Exact Location, SE 04-07-29 W4	Printed off the call log and gave to grader man.
1	May 7, 2014		Would like to see improvements done to the road allowance at the end of spread eagle. Would like to gain access. SRD said that he had to come talk to the MD about it. Resident would like to see someone come look at the road about gaining access.	Council briefing for decision.
4	May 9, 2014		Request for a grader on his private road. Said if the work takes over his 1 hour at no charge that is OK. Exact Location, Just off of TWP Rd 8-4 (sheep camp road) by Reno welsch.	Printed and gave to grader man.

Municipal District of Pincher Creek 2014 Call Log Concerns

4	May 20, 2014		He would like the MD to do something about the Boat Club garbage that ends up in the ditches, fields and gravel pits near the boat club. Apparently people drop off everything from appliances to bags of grass clippings. Can someone look to see if the boat club has a dumpster? The MD may need to install some specific signage.	
5	May 21, 2014		Request for a grader on to his driveway. Exact Location, 8227 North Burmis Road.	Operator said he will do the work in the next couple of days



May 16, 2014

File:131-23609-00

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

ATTENTION: Leo Reedyk, Director of Operations

RE: RFQ No. 131-23609-00
Bridge File 74141 (Summerview Bridge, Old Man River - Local Road
5 Km. West of Brocket (SE 14-7-29-W4)
Bridge Abutment Slope Repairs and Other Work

Invitational quotes were received on May 15, 2014 from a total of two (2) bidders. The low quote was received from **deGraff Excavating Ltd.** with a total quotation value of **\$97,350.00**. We have reviewed the bid submitted by the low bidder, and have found their quotation/bid to have met the contractual requirements at the bid stage.

If awarded to the low bidder, the anticipated funding required for this project is as follows:

	Totals
Contract Amount	\$ 97,350.00
Contingency (10%)	\$ 9,735.00
Estimated Engineering	\$ 14,835.00
TOTALS	\$ 121,920.00

The above totals do not include GST

Please advise WSP of the MD's direction as to the award of the contract to **deGraaf Excavating Ltd.** The complete listing of the quotation results and the quotation summary are attached for your information.

Sincerely,

Russell Pinchak, C.E.T.
 WSP Canada Inc.

Attachments

/ts

**cc: Jim Bester, Project Manager, WSP
Dave Armstrong, Contracts Group, WSP
Ming Jiao, Team Lead, WSP
Adrienne Tetz, E.I.T., WSP**

**WSP
QUOTE SUMMARY**

Closing Date: May 15, 2014

**RFQ No.: 131-23609-00
MD of Pincher Creek
BF 74141 (Summerview Bridge, Old Man River)**

Item No.	Description	Estimated Quantity	Units	deGraff Excavating Ltd.		Don Boyce Contracting Ltd.	
				Unit Price	Total Bid	Unit Price	Total Bid
1	Mobilization (1.2.13)	1	lump sum	\$ 9,350.00	\$ 9,350.00	\$ 5,400.00	\$ 5,400.00
2	Traffic Accommodation (HCS 7.1.12)	1	lump sum	\$ 1,500.00	\$ 1,500.00	\$ 7,800.00	\$ 7,800.00
3	Reshape Headslope (Special Provisions)	1	lump sum	\$ 10,000.00	\$ 10,000.00	\$ 35,350.00	\$ 35,350.00
4	Heavy Rock Rip Rap - Class 3 (BCS 10.7)	300	m3	\$ 255.00	\$ 76,500.00	\$ 248.35	\$ 74,505.00

TOTAL TENDER

\$ 97,350.00

\$ 123,055.00

CHIEF ADMINISTRATIVE OFFICER'S REPORT

E4a

MAY 9, 2014 TO MAY 22, 2014

DISCUSSION

- May 13, 2014 Policies and Plans
- May 13, 2014 Regular Council
- May 13, 2014 Joint Council – Town/Cowley

UPCOMING:

- May 27, 2014 Policies and Plans
- May 27, 2014 Regular Council
- May 29, 2014 Emergency Services
- May 29, 2014 Water Treatment Plant – Cowley (to be confirmed)
- June 3, 2014 Strategic Planning
- June 3, 2014 Subdivision Authority
- June 3, 2014 Municipal Planning Commission
- June 10, 2014 Policies and Plans
- June 10, 2014 Regular Council
- June 15, 2014 Best of the West Pancake Breakfast
- June 21, 2014 Castle Mountain Area Structure Plan
- June 24, 2014 Policies and Plans
- June 24, 2014 Regular Council

OTHER

RECOMMENDATION:

That Council receive for information, the Chief Administrative Officer's report for the period of May 9, 2014 to May 22, 2014.

Prepared by:	CAO, Wendy Kay	Date: May 22 2014
Presented to:	Council	Date: May 27, 2014

2014 Pincher Creek Rodeo Parade

RECEIVED
MAY 12 2014
M.D. OF PINCHER CREEK

Theme: "Back to the Future"
When: Saturday August 16th, 2014

Staging Area: Parade participants meet along the West end of Main Street beginning at Geddes Avenue and Victoria Crescent. Parade proceeds East on Main Street at 11:00 am sharp!

Participants are required to be there at 9:30am if you wish to be judged. Entries with horses have to be there by 10:00am if they want to be judged.

****AS A SAFETY PRECAUTION WE STRONGLY URGE THAT YOU PLEASE DO NOT THROW CANDY FROM YOUR FLOAT****

You are welcome to walk alongside and toss candy to spectators!

Business/Float Name: _____

Type of Entry: _____
(i.e. vehicle, float, carriage, riding, walking, etc.)

YES, I would like to be judged. I understand that my float cannot be judged if I arrive after 9:30am.

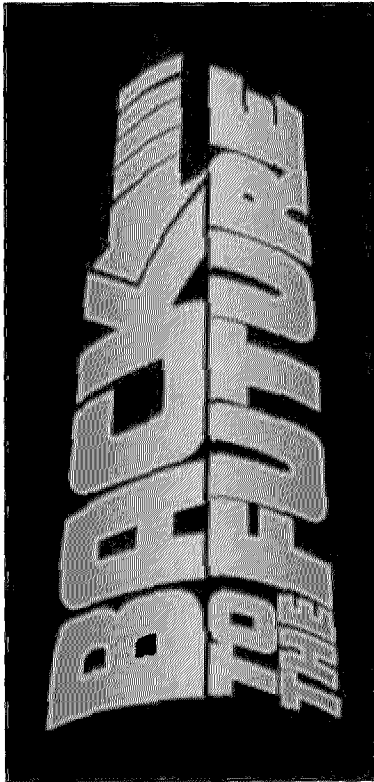
Name: _____

Address: _____

Phone number: _____

Email: _____

** We suggest that you inquire about personal liability on your horses through your insurance company.



Let your imagination run wild with this year's theme!

You can feature an event from the past as well as something you imagine happening in the future!

Return completed form to: Pincher Creek & District Chamber of Commerce, Box 2287, Pincher Creek, AB, T0K 1W0, 403-627-5199, info@pincher-creek.com.

Council
Corresp - For Info

Alberta Tourism, Parks
and Recreation

F2a

Recreation and Physical Activity Division
901, 10405 Jasper Avenue
Edmonton, Alberta T5J 4R7
Telephone 780-427-6549
Fax 780-427-5140
www.tpr.alberta.ca

May 7, 2014

RECEIVED

MAY 16 2014

M.D. OF PINCHER CREEK

Reeve Brian Hammond and Councillors
Municipal District of Pincher Creek
PO Box 279
Pincher Creek AB T0K 1W0

Dear Reeve Hammond and Councillors:

Alberta Tourism, Parks and Recreation and the Alberta Recreation and Parks Association (ARPA), are jointly sponsoring the **2014 Energize Workshop**.

The Energize Workshop will be hosted in conjunction with the ARPA Annual Conference, **October 23-25, 2014** at the Jasper Park Lodge in Jasper, Alberta. The ARPA conference has historically been attended by a full house of over 450 delegates from across the province. The annual workshop provides a forum for learning and networking for council members, recreation board members, administrators and other Albertans interested in recreation. Watch for the program brochure coming in late June!

The *Recreation Volunteer Recognition Awards* have been a part of Energize since 1977 and, to date, 205 outstanding Albertans have been recognized (see attached list of recipients). You have the opportunity to nominate an individual (or individuals) from your community who has made significant contributions to recreation development.

Please review the attached nomination form, award criteria and completion tips carefully to ensure your nominee is given full credit for volunteer work contributed. This information is also available on our website at www.tpr.alberta.ca/recreation/recognition-awards. The deadline for submissions is **June 20, 2014**.

Mail, email or fax completed nomination forms to: Mr. Chris Szabo, Physical Activity Advisor
Recreation and Physical Activity Division
Alberta Tourism, Parks and Recreation
901, 10405 Jasper Avenue
Edmonton, Alberta T5J 4R7
email: chris.szabo@gov.ab.ca fax: (780) 427-5140

If you require additional information regarding the Energize Workshop or the *Recreation Volunteer Recognition Awards*, please contact Mr. Szabo directly in Edmonton at (780) 415-0276 (toll-free at 310-0000).

Sincerely,



Roger Kramers, Executive Director
Recreation and Physical Activity Division



Brian Wright, Chair
Energize Advisory Committee

Attachments



RECREATION VOLUNTEER RECOGNITION AWARD
CRITERIA

PURPOSE

At Energize 2014, Alberta Tourism, Parks and Recreation will recognize four volunteers who, through their volunteer commitment and dedication, advanced the development of recreation in Alberta. Please give serious consideration to nominating an individual from your area.

AWARD CRITERIA

The following criteria will be used to review the nominations:

1. The nominee must be an Albertan who has made an outstanding contribution to **recreation** development at the **community level** in the Province of Alberta through:
 - a personal *volunteer* commitment to *recreation* development,
 - a consistent record of service to the public,
 - community leadership in *recreation*, and
 - active participation in a variety of *volunteer recreation* activities.
 - *coaching* will be considered at a lower scoring rate than other aspects of recreation development due to the coaching awards available through the Alberta Sport Connection's award program.
 - *officiating* may be included only if it is *volunteer* (many officials are paid). Please ensure this is clearly indicated on the nomination form.
- DO NOT INCLUDE:**
 - *non-recreation* contributions.
 - involvement while the nominee was in a *paid position* (i.e. recreation professional or elected official).
2. *Volunteer* contributions made by the nominee to the organization, administration, planning or promotion of events/programs/services/facilities/policies *beyond the local level* will be considered and should be included.
3. Nominees are not required to have served on a Recreation Board to be eligible for the award (this recognizes that many communities no longer have recreation boards, but do have volunteers who make outstanding contributions in recreation at the community level).
4. Posthumous nominations will be accepted.
5. Previous *Recreation Volunteer Recognition Award* recipients are not eligible.
6. **Late nominations will not be accepted.** Please ensure nominations are faxed, emailed or postmarked by **June 20, 2014**

TIPS FOR COMPLETING THE NOMINATION FORM

Keep in mind that this is a **recreation** recognition award for **volunteers** (**do not** include non-recreational or non-volunteer involvement).

Ensure the form is completed correctly and in its entirety:

- It would be advantageous to research your data with family members to ensure important details are not omitted.
- Type (or print legibly in black ink) all information on the nomination form provided (or on photocopies if additional space is required).
- **Do not** type or print outside the boxes on the form.
- **Do not** attach letters of support, photographs, newspaper articles, etc.

Section A – the selection committee is likely unfamiliar with your community and its organizations. Therefore, please provide accurate, concise details.

- *Name of Recreation Organization or Board* – include only organizations that the nominee was involved in at the executive or board level. **Do not** include any information if the nominee simply paid a membership fee and was considered an ‘active member’ of that organization, without being involved in the operations or decision-making processes.
- *Description/Purpose* – concisely describe the organization and/or its purpose.
- *Executive or Board Position Held* – include the title of the position the nominee held while on the executive or board.
- *# of Years* – include the number of years the nominee was on the executive or board. **Do not** include years the nominee was involved with the organization to a lesser degree.
- *Time Period* – include the actual years of service on the executive or Board (e.g. 98-07).

Section B – provide details of the nominee’s role and contributions to the development of **recreation** events, programs, services, facilities, policies, etc.

- *Events* – include events, programs, services, facilities, policies, etc.
 - include each event on a separate line and only include *recreation* events.
 - include previously established, as well as ‘new’ events.
- *Volunteer Role* – key word is *volunteer*. Include a one or two-word title for the nominee’s role in this event.
- *New Event?* – if the event is ‘new’, indicate ‘yes’ with an X.
- *If yes, was nominee involved in establishing the event?*
 - if you X’ed the previous column and the nominee was involved in *establishing* the event, enter Yes in this column.
 - if the nominee was not involved in establishing the event, but was involved in the organization or implementation, enter No in this column.
 - if you left the previous column blank, leave this column blank as well.
- *Specific Contributions* – list the details of the nominee’s role in this event.

Section C & D: self-explanatory.

RECREATION VOLUNTEER RECOGNITION AWARD NOMINATION FORM

- ❖ please review the **Award Criteria** before completing the Nomination form
- ❖ all information **must** be included on these forms (you may photocopy them as required)

Nominee (individual being nominated):		Title (check one): Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss <input type="checkbox"/>			
First Name:	<input style="width: 200px;" type="text"/>	Last Name:	<input style="width: 200px;" type="text" value="offset"/>		
Street Address:	<input style="width: 300px;" type="text"/>	Phone (business):	<input style="width: 150px;" type="text"/>		
City/Town:	<input style="width: 300px;" type="text"/>	Phone (home):	<input style="width: 150px;" type="text"/>		
Postal Code:	<input style="width: 100px;" type="text"/>	Email:	<input style="width: 400px;" type="text"/>		
Occupation:	<input style="width: 250px;" type="text"/>	# of Years Nominee has lived in community:	<input style="width: 100px;" type="text"/>		
Nominator (submitted by):		Title (check one): Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss <input type="checkbox"/>			
First Name:	<input style="width: 200px;" type="text"/>	Last Name:	<input style="width: 200px;" type="text"/>		
Street Address:	<input style="width: 300px;" type="text"/>	Phone (business):	<input style="width: 150px;" type="text"/>		
City/Town:	<input style="width: 300px;" type="text"/>	Phone (home):	<input style="width: 150px;" type="text"/>		
Postal Code:	<input style="width: 100px;" type="text"/>	Email:	<input style="width: 400px;" type="text"/>		
Municipal Endorsement – Municipality:		<input style="width: 400px;" type="text"/>			
Contact Person (Full Name):	<input style="width: 250px;" type="text"/>	Phone:	<input style="width: 150px;" type="text"/>		
Position/Title:	<input style="width: 550px;" type="text"/>				
<i>Contact Person for more Nominee information, if required:</i>					
Contact Person (Full Name):	<input style="width: 250px;" type="text"/>	Phone:	<input style="width: 150px;" type="text"/>		
	Email:	<input style="width: 400px;" type="text"/>			

A. Recreation Organization or Board Involvement (do not include *non-recreation* involvement):

Name of Recreation Organization or Board	Description/Purpose (one sentence limit)	Executive or Board Position Held	# of Years	Specific Years

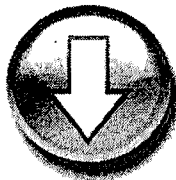
B. Recreation Events, Programs, Services, Facilities and/or Policies:

Events (Recreation Only)	Volunteer Role	New Event? (check yes or no)		If Yes, was nominee involved in establishing the event?		Specific Contributions
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
		<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

C. Describe recreation involvement that is not included elsewhere on this form.

D. Describe the nominee's most significant *volunteer* contribution to recreation development and why you think this individual is qualified to receive an award

COMPLETING THE NOMINATION FORM



Electronic Submissions:

1. Complete either the MS Word or PDF electronic Nomination Form
2. Save a copy (electronic and/or hard copy) for your records
3. Send completed electronic version of your Nomination Form to:

Chris.Szabo@gov.ab.ca

Hard Copy Submissions:

1. Print off either the MS Word or PDF electronic Nomination Form
2. Complete Nomination Form and mail to:

Mr. Chris Szabo
Physical Activity Advisor
Alberta Tourism, Parks and Recreation
Recreation and Physical Activity Division
901, 10405 Jasper Avenue
Edmonton, Alberta T5J 4R7

Or Fax to: (780) 427-5140

All forms and Awards Information can be found at the following web address:

www.tpr.alberta.ca/recreation/recognition-awards

Recreation Volunteer Recognition Award

The Award

Alberta has a wide array of volunteers that help make our recreation and parks activities among the best in the country. To recognize these volunteers, Alberta Tourism, Parks and Recreation awards individuals who have, through their commitment and dedication, advanced the development of recreation in Alberta. The individuals who have received the *Recreation Volunteer Recognition Award* have made outstanding contributions at the community or municipal level through a personal commitment to recreation development, a consistent and continuous record of service to the public, community leadership in recreation and active participation in a variety of volunteer recreation activities.

Past Recipients

The *Recreation Volunteer Recognition Award* was initiated in 1977. Since that time, the following 205 individuals have been recognized for their involvement.

2013

Marg Derbyshire, *Medicine Hat*
 Larry Flessatti, *Bowden*
 Alden Fuller, *Castor*
 Michele Gestlinger, *Longview*

2012

Brian Brown, *Wetaskiwin*
 Michelle Koebnick, *Drayton Valley*
 Wayne Meikle, *Okotoks*
 David Wayne Powell, *Drumheller*

2011

Tracy Halerewich, *Grimshaw*
 Elwood Johnson, *Breton*
 Chris Macleod, *High Level*
 Skip Wilson, *Fort Saskatchewan*

2010

Dieter Knobloch, *St. Albert **
 Dr. Cledwyn Lewis, *Clairmont*
 Darcy Powlik, *Thorsby*
 Rene Schaub, *Lac La Biche*

2009

Don Kroetch, *Strome*
 Vaughn McGrath, *Fort Saskatchewan*
 Laverne Wilson, *Elk Point*
 Faith Zachar, *Pincher Creek*

2008

Dale Mudryk, *Leduc*
 Ken Sauer, *Medicine Hat*
 Gary Ward, *St. Paul*
 Jean Watson, *Wainwright*

2007

Doug Bassett, *Elk Point*
 Norm Champion, *Three Hills*
 Frank McEvoy, *Airdrie*
 Joyce Patten, *High River*

2006

Dennis Aspeslet, *High Level*
 John Bole, *Leduc*
 Michael McMurray, *Spruce Grove*
 Nicky Sereda, *Drumheller*

2005

Betty Mohr, *Strathcona County*
 John Palardy, *Olds*
 David Ramsey, *Millet*
 Jack Van Rijn, *Coaldale*

2004

Marvin Bjornstad, *Elk Point/St. Paul*
 Lovell McDonnell, *Medicine Hat*
 Jack McKinlay, *Consort*
 Elaine Muceniek, *Valleyview*

2003

Ed Marsh, *Ardrossan*
 Pat Gustafson, *Woking*
 Edward Berggren, *Bowden*
 Michelle Bourke, *Onoway*

2002

Lawrence Duperron, *Drayton Valley*
 Sharlene Lyczewski, *Bow Island*
 Gary Mills, *Pincher Creek*
 Bob Zahara, *Sexsmith*

2001

Ralph Courtorielle, *Grouard*
 Alder Greenslade, *Millet*
 Rick Horner, *Grande Prairie*
 Alfa Twidale, *Fort Vermilion*

2000

Victoria Belcourt, *Edson*
 Darcy Gruntman, *Rocky Mountain House*
 Ian Martinot, *Whitecourt*
 Craig Volkman, *New Sarepta*

1999

Audrey Gall, *Nampa*
 Harold Knight, *Airdrie*
 John Logan, *Edmonton*
 Bill Nielsen, *Lacombe*

1998

Claire Brown, *Strathcona County*
 Bill Enticknap, *Rocky Mountain House*
 Don Mosicki, *Leduc County*
 Bruce Willerton, *Wainwright*

1997

Oscar Blais, *Grande Prairie*
 Doug Johnson, *Endiang*
 Helmut (Chuck) Keller, *Westlock*
 Jean Lapointe, *Coaldale*

1996

Dale Currie, *Hinton*
 Judy Duncan, *Fort Saskatchewan*
 Wanda Hamilton, *Millet*
 Shirley Hocken, *Red Deer*

1995

Elmer Watson, *Leduc*
 Harold Wilson, *Sherwood Park*
 Perky McCullough, *Grande Prairie*
 John Wakulchyk, *Iron River*

1993

Barbara Cloutier, *Falher*
 Walter Kuzio, *Thorsby **
 Darryl McDonald, *Vulcan*
 Wilber Meunier, *Barrhead*
 Roger Morgan, *Peace River*
 Alice Sheen, *Cardston*
 John Simonot, *Calgary*
 Myrtle Smyth, *Leduc*

1991

Harvey Yoder, *Lac La Biche*
 Dennis Tink, *Grande Prairie*
 Howard Snyder, *Cardston*
 Tom Baldwin, *Grimshaw*
 Clara Berg, *Wainwright*
 Conrad Jean, *St. Paul*
 Donna Graham, *Vulcan*
 Dave Peters, *Delburne*

1990

James Adair, *Barrhead*
 Bill Elliot, *Wetaskiwin*
 Dorine Kuzma, *St. Paul*
 Elaine Nicolet, *Falher*
 Grace Wiest, *Consort*
 Hubert West, *Cardston*
 Leo Zelinski, *Whitecourt*
 Christina Jones

1989

Monica Chesney, *Ponoka*
 Terry Brennan, *Leduc*
 Lorraine Gair, *Vulcan*
 Kenton Riise, *Forestburg*
 George Patzer, *Hanna*
 Guy Coulombe, *Evansburg*
 Willard Brooks, *Cardston*
 Don Shultz, *Barrhead*

1988

Max Court, *Raymond*
 Thomas Forhan, *Eckville*
 Margaret Lounds, *Calgary*
 Bill Maxim, *Edmonton*
 Paul Schow, *Cardston*
 Adam Swabb, *Mundare*
 Dennis Zukowsky, *St. Paul*

1987

Myrna Swanson, *Hughenden*
 Jim Roth, *Bow Island*
 Trudy Cockerill, *Fort McMurray*
 Mike Karbonik, *Calmar*
 Rhea Jensen, *Cardston*
 Maurice Allarie, *Jarvie*
 Garret Funkhouser, *Olds*
 Leonard Turnbull, *Olds*

1986

Keith Gosling, *Calgary*
 Dennis Allen, *Edson*
 Betty Garvey, *Barrhead*
 Leonard Scott, *Waskatenau*
 Fred Mellen, *Bow Island*
 Bert Knibbs, *Bow Island*
 Dick Chamney, *Hayter*
 Roy Elmer, *Vulcan*

1985

Karen Fetterly, *Grande Prairie*
 Jules Van Brabant, *St. Paul*
 Bob Stewart, *Stettler*
 Arlaine Monaghan, *Winterburn*
 Robert Erickson, *Botha*
 Charlotte Potter, *Onoway*
 Warren Lewis Smith, *Olds*
 Leroy Walker, *Cardston*
 Ann Steffes, *Edson*

1984

Sharon Eshleman, *Fox Creek*
 John McDonnell, *St. Albert*
 Kathy Clarke, *Thorhild*
 Glen Oakford, *Hythe*
 Dianne Garratt, *Slave Lake*
 Mike Hodgins, *Edmonton*
 Norman Sheen, *Cardston*
 Vi Wavrecan, *Coleman*

1983

George Fraser, *Gibbons*
 Walter Scott, *Vermilion*
 Campbell Maxwell, *Devon*
 Marilyn Haley, *Innisfail*
 William Kother, *Mayerthorpe*
 Gordon Luchia, *Nobelford*
 Berniece Harwood, *Strathmore*
 George Whitehead, *Lethbridge*

1982

Hugh Redford, *Cardston*
 Jack MacAulay, *Banff*
 Joyce Hodgson, *Innisfail*
 Jean MacDonald, *Erskine*
 Bob Lehman, *Onoway*
 Ken Millar, *New Sarepta*
 Vern Jones, *Beaverlodge*
 Rod Hyde, *Fort McKay*

1981

Clarence Truckey, *Westlock*
 Marg Southern, *Calgary*
 Allan Shenfield, *Spruce Grove*
 Kenneth Morgan, *Carbon*
 Bill Marshall, *Sherwood Park*
 John Maczala, *Nampa*
 Catherine Ford, *Edmonton*
 Keith Everitt, *Sturgeon*

1980

Erwin Bako, *Edmonton*
 Dave Clauge, *Rocky Mountain House*
 Bernice Heiberg, *Kingman*
 Daniel Law, *Fort McMurray*
 Deloy Leavitt, *Cardston*
 Bill Salt, *Calgary*
 Betty Sewall, *Brooks*
 Harry Stuber, *Big Valley*

1979

Phyl Burt, *Rocky Mountain House*
 Jim Kyle, *MD of Sturgeon*
 Arlene Meldrum, *Edmonton*
 Elsie Milne, *Fort Macleod*
 Pat Ryan, *Calgary*
 Phyllis Schnick, *Warburg*
 Logan Sherris, *Nampa*

1978

Don McColl, *Edmonton*
 Clarence McGonigle, *Cochrane*
 William Large, *Czar*
 Mary Dixon, *Grimshaw*
 Jerry Rejman, *Coleman*
 Ethel Taylor, *Red Deer*
 Jack Krecsy, *Banff*
 Laura Morgan, *Didsbury*
 Theodore Westling, *Breton*
 Hope Pickard, *Calgary*
 Andy Graspointer, *Milk River* *

1977

Elsie McFarland, *Edmonton*
 Don Moore, *Red Deer*
 George Talbot, *Rocky Mountain House*
 Jack Riddel, *Edmonton*
 Ted Van Biezen, *Three Hills*
 Roy Blais, *Taber*
 Jack Boddington, *Edmonton*

* Awarded Posthumously