

AGENDA
COUNCIL MEETING
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
February 26, 2019
Immediately following Public Hearing for
Bylaw No. 1298-18

A. ADOPTION OF AGENDA

B. DELEGATIONS

Nil

C. MINUTES/NOTES

1. Council Committee Meeting Minutes
 - February 12, 2019
2. Public Hearing Minutes –Bylaw No. 1295-18
 - February 12, 2019
3. Council Meeting Minutes
 - February 12, 2019

D. BUSINESS ARISING FROM THE MINUTES

E. UNFINISHED BUSINESS

1. Road Closure Bylaw – Bylaw No. 1299-19 – SE 4-7-2 W5M
 - Recommendation to Council from Director of Development and Community Services, dated February 15, 2019
2. Fishburn Municipal Park Signage Request
 - Recommendation to Council from Interim Chief Administrative Officer, dated February 19, 2019
3. Ad-Hoc Art Committee
 - Administration Guidance Request from Interim Chief Administrative Officer, dated February 21, 2019

F. COMMITTEE REPORTS / DIVISIONAL CONCERNS

1. Councillor Quentin Stevick – Division 1
 - a) Agriculture Service Board
 - Minutes of January 3, 2019
 - b) Nature Conservancy of Canada – Meet and Greet Invitation
2. Councillor Rick Lemire – Division 2
3. Councillor Bev Everts– Division 3
4. Reeve Brian Hammond - Division 4
5. Councillor Terry Yagos – Division 5

G. CHIEF ADMINISTRATIVE OFFICER’S (CAO) REPORTS

1. Operations
 - a) Operations Report
 - Report from Operations, dated February 21, 2019
2. Planning and Development

Nil
3. Finance
 - a) Letter of Engagement – Avail LLP
 - Recommendation to Council from Director of Finance, dated February 26, 2019

4. Municipal

- a) Proposed Operational Agreement for Beaver Mines Park and Gazebo
 - Recommendation to Council from Interim Chief Administrative Officer, dated February 5, 2019
- b) Funding Request from Town of Pincher Creek
 - Recommendation to Council from Interim Chief Administrative Officer, dated February 19, 2019
- c) Amendment to Procedural Bylaw No. 1276-17
 - Administration Guidance Report from Interim Chief Administrative Officer, dated February 21, 2019
- d) Board Leadership - Lethbridge
 - Administration Guidance Report from Interim Chief Administrative Officer, dated February 21, 2019
- e) Interim Chief Administrative Officer Report
 - Report from Interim Chief Administrative Officer, dated February 21, 2019

H. CORRESPONDENCE

1. For Information

- a) Informational Correspondence
 - Recommendation to Council from Interim CAO, dated February 21, 2019, covering:
 - Email from Strathcona County, dated February 21, 2019, with resolution
 - Foothills Little Bow Municipal Association, Minutes of January 18, 2019
 - Letter from Alberta Utilities Commission (AUC), received February 19, 2019
 - Update from Alberta Electrical System Operator (AESO), dated February 19, 2019
 - Email from Land Solutions, dated February 7, 2019

I. CLOSED MEETING SESSION

J. NEW BUSINESS

K. ADJOURNMENT

**MINUTES
COUNCIL COMMITTEE MEETING
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
Tuesday, February 12, 2019; 9:00 am**

Present: Reeve Brian Hammond, Councillors Quentin Stevick, Bev Everts and Terry Yagos
Councillor Rick Lemire as entered into the minutes

Staff: Interim Chief Administrative Officer Sheldon Steinke, Public Works Superintendent Stu Weber, Director of Development and Community Services Roland Milligan, Director of Finance Meghan Dobie, and Executive Assistant Tara Cryderman

Also: RCMP Representative:
Sgt. Mark Harrison

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

1. Approval of Agenda

Councillor Terry Yagos

Moved that the agenda for February 12, 2019, be approved as presented.

Carried

2. Closed Meeting Session

Councillor Terry Yagos

Moved that Council close the Council Committee Meeting to the public for discussions regarding the following, the time being 9:01 am:

- RCMP Enhanced Policing – FOIP Section 21
- Public Works Call Log – FOIP Section 16

Carried

Sgt. Mark Harrison attended the meeting, the time being 9:01 am.

Councillor Rick Lemire attended the meeting, the time being 9:16 am.

Sgt. Mark Harrison left the meeting, the time being 9:33 am.

Councillor Bev Everts

Moved that Council open the Committee Meeting to the public, the time being 9:49 am.

Carried

3. Beaver Mines Regional Water Supply – Contract Update

The letter from MPE Engineering Ltd, dated February 7, 2019, was discussed.

MPE will be invited to the next Committee Meeting to further discuss the “Damages for Delay” Clause.

The final / updated funding amount was requested.

Project management was mentioned.

4. Chinook Intermunicipal Subdivision and Development Appeal Board (CISDAB)

The Procedural Guidelines, Agreement and Bylaw were discussed.

Consensus was to proceed with membership in the Chinook Intermunicipal SDAB.

Direction was given to Administration to proceed with the bylaw for presentation to Council for further consideration.

The draft bylaw was discussed in length, with questions asked and clarification provided.

5. Round Table Discussion

Division 1

- Nothing to report

Division 2

- Wastewater Lagoon within proximity of Highway 507

Division 3

- Agricultural Service Board
 - Make up of members
 - Obligations / Requirements of the various Acts that fall to the ASB

Division 4

- Renewing of Licence of Occupation

Division 5

- Information on composting

6. Adjournment

Councillor Terry Yagos

Moved that the Committee Meeting adjourn, the time being 11:45 am.

Carried

**MINUTES
PUBLIC HEARING
Municipal District of Pincher Creek No. 9
Bylaw No. 1295-18
Tuesday, February 12, 2019
1:00 pm
MD Council Chambers**

In order to receive public input on proposed Bylaw No. 1295-18, a Public Hearing, conducted by the Council of the Municipal District of Pincher Creek No. 9, was held on Tuesday, February 12, 2019, in the Council Chambers of the Administration Building.

In attendance:

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

Staff: Director of Development and Community Services Roland Milligan, Planning Advisor Gavin Scott, Director of Finance Meghan Dobie, Public Works Superintendent Stu Weber, and Executive Assistant Tara Cryderman

1. Call Public Hearing to Order

The Public Hearing was called to order, the time being 1:00 pm.

2. Advertising Requirement

This Public Hearing has been advertised in accordance with Section 606 of the *Municipal Government Act*. This Public Hearing was advertised in the Pincher Creek Echo on January 30, 2019 and February 6, 2019, as well as the MD website and MD Social Media pages.

3. Purpose of Public Hearing

The purpose of this Public Hearing is to receive public input on proposed Bylaw No. 1295-18

The purpose of Bylaw No. 1295-18 is to amend Land Use Bylaw No. 1289-18 to allow for the establishment of an Urban Fringe around the Hamlet of Beaver Mines on lands described as:

All of Section 10 and South ½ Section 15 including Lot 1 Plan 9010037 within Township 6 Range 2 West of the 5th Meridian excepting all roads, portions within the boundary for the Hamlet of Beaver Mines and Lot 1 Block 8 Plan 1210773

4. Overview of Bylaw No. 1295-18

Planning Advisor Gavin Scott provided an overview of Bylaw No. 1295-18. This overview forms part of these minutes.

The definition of urban fringe was provided. This designation is also a planning tool for planning purposes.

The Municipal Development Plan (MDP), from 1987, was mentioned, and the introduction of the Urban Fringe designation. The growth of the Hamlet and the expansion of the Castle Area were mentioned.

The history of the MDP was explained.

The current Urban Fringe designations within the MD were mentioned, and the benefits this designation has provided.

The South Saskatchewan Regional Plan was mentioned.

The intent of the district, and the five (5) criteria for the district, was explained.

The effect of the change of zoning to the rural landowner was explained. The rural landowner is granted the same polices as the agricultural zoning. The development of the land must adhere to the land use district uses. The allowable uses, between the Agriculture District and the Urban Fringe District, were provided.

Mr. Scott provided some answers to the submitted questions.

The Urban Fringe lands would only apply to lands outside the Hamlet.

The growth plan for the Hamlet of Beaver Mines was mentioned.

The questionnaire that was circulated to the residents of the Hamlet was mentioned. This process is separate from the questionnaire, although the results of the questionnaire will be considered into the growth plan.

The necessity of an Area Structure Plan by an applicant to develop the lands was explained.

Water and wastewater, with regards to the sizing of the Hamlet, was mentioned.

5. Correspondence and Presentations

a. Verbal

Reeve Hammond asked if any audience members wished to make a presentation at this time. No one indicated their desire to speak.

b. Written

No further written submissions were received.

6. Closing Comments / Further Questions

There was no further discussion.

7. Adjournment

Councillor Quentin Stevick moved to adjourn the Public Hearing, the time being 1:18 pm.

Reeve

Interim Chief Administrative Officer

MINUTES
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
COUNCIL MEETING
FEBRUARY 12, 2019

9094

The Regular Meeting of Council of the Municipal District of Pincher Creek No. 9 was held on Tuesday, February 12, 2019, immediately following the Public Hearing for Bylaw No. 1295-18, in the Council Chambers of the Municipal District Administration Building, Pincher Creek, Alberta.

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

STAFF Interim Chief Administrative Officer Sheldon Steinke, Public Works Superintendent Stu Weber, Director of Development and Community Services Roland Milligan, Director of Finance Meghan Dobie, and Executive Assistant Tara Cryderman

Reeve Brian Hammond called the Council Meeting to order, the time being 1:24 pm.

A. ADOPTION OF AGENDA

Councillor Terry Yagos 19/052

Moved that the Council Agenda for February 12, 2019, be amended, the amendment as follows:

- Addition to Closed Meeting Session - I(4) – Beaver Mines Water and Wastewater – FOIP Section 16;

And that the agenda be approved, as amended.

Carried

B. DELEGATIONS

There were no delegation presentations scheduled.

C. MINUTES

1. Council Committee Meeting Minutes

Councillor Quentin Stevick 19/053

Moved that the Council Committee Meeting Minutes of January 22, 2019, be approved as presented.

Carried

1. Public Hearing Minutes –Bylaw No. 1291-18

Councillor Terry Yagos 19/054

Moved that the Public Hearing Meeting Minutes for Bylaw No. 1291-18, of January 22, 2019, be approved as presented.

Carried

2. Public Hearing Minutes –Bylaw No. 1292-18

Councillor Bev Everts 19/055

Moved that the Public Hearing Meeting Minutes for Bylaw No. 1292-18, of January 22, 2019, be approved as presented.

Carried

2. Council Meeting Minutes

Councillor Quentin Stevick 19/056

Moved that the Council Meeting Minutes of January 22, 2019, be approved as presented.

Carried

Minutes
 Regular Council Meeting
 Municipal District of Pincher Creek No. 9
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3. Special Council Meeting Minutes

Councillor Terry Yagos 19/057

Moved that the Special Council Meeting Minutes of January 28, 2019, be approved as presented.

Carried

D. BUSINESS ARISING FROM THE MINUTES

There was no business arising from the minutes to discuss.

E. UNFINISHED BUSINESS

1. Artwork for the Administration Building

Councillor Quentin Stevick 19/058

Moved that Council authorize that purchasing of Two (2) Annora Brown prints, being the Wind Blown Tree at Lee Lake (ID #58.7.13) and the Bear Grass (ID #59.17.1), from the Glenbow Museum;

And that Savage Solutions be commissioned to construct frames for the prints.

Defeated

Councillor Bev Everts 19/059

Moved that Council authorize that purchasing of Two (2) Annora Brown prints, from the Glenbow Museum;

And that Savage Solutions be commissioned to construct frames for the prints.

Carried

2. Land Use Bylaw Amendment – Bylaw No. 1291-18 – Cannabis Update

Councillor Terry Yagos 19/060

Moved that Bylaw No. 1291-18, being the Cannabis Update Bylaw, be given second reading.

Carried

Councillor Quentin Stevick 19/061

Moved that Bylaw No. 1291-18, being the Cannabis Update Bylaw, be given third and final reading.

Carried

3. Land Use Bylaw Amendment – Bylaw No. 1292-18 – Micro Farm Concept Plan

Councillor Quentin Stevick declared a potential conflict, and left the meeting, the time being 1:50 pm.

Councillor Bev Everts 19/062

Moved that Bylaw No. 1292-18, being the bylaw to designate lands to Grouped Country Residential, be given second reading.

Carried

Minutes
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Councillor Terry Yagos 19/063

Moved that Bylaw No. 1292-18, being the bylaw to designate lands to Grouped Country Residential, be given third and final reading.

Carried

Councillor Quentin Stevick returned to the meeting, the time being 1:53 pm.

F. COMMITTEE REPORTS / DIVISIONAL CONCERNS

1. Councillor Quentin Stevick – Division 1
 - a) Chinook Arch Library Board
 - Statement of Financial Position
 - Board Report
 - Marketing Committee
 - b) Disposal of Carcasses
 - Upcoming meeting - February 21, 2019
 - c) Historic MD Map
2. Councillor Rick Lemire – Division 2
 - a) Alberta SouthWest
 - Bulletin February 2019
 - Minutes of December 12, 2018
 - b) Intermunicipal Development Plan Meeting with MD of Willow Creek
3. Councillor Bev Everts– Division 3
 - a) Agricultural Service Board Conference in Calgary
 - b) Beaver Mines Community Concerns
 - c) Castle Region Tourism Strategy
 - d) Castle Mountain Community Association
 - e) Alberta Rural Development Network
4. Reeve Brian Hammond - Division 4
 - a) Intermunicipal Development Plan Meetings with MD of Ranchland and MD of Willow Creek
5. Councillor Terry Yagos – Division 5
 - a) Lundbreck Citizens Council
 - b) Intermunicipal Development Plan Meeting with MD of Ranchland
 - c) Emerging Trends in Calgary

Councillor Terry Yagos 19/064

Moved that the committee reports be received as information.

Carried

G. CHIEF ADMINISTRATIVE OFFICER'S (CAO) REPORTS

1. Operations
 - a) Operations Report

Councillor Quentin Stevick 19/065

Moved that the Operations report for the period dated January 16, 2019 to February 6, 2019, as well as the Call Logs, be received as information.

Carried

Minutes
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 Municipal District of Pincher Creek No. 9
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2. Planning and Development

Nil

3. Finance

Nil

4. Municipal

a) Waiver of Tax Penalty Request – Ryan Bell

Councillor Quentin Stevick 19/066

Moved that the request, from Ryan Bell, to waive the Tax Penalties, in the amount of \$199.83, be denied.

Carried

b) Request to Intervene in Alberta Utilities Commission (AUC) Hearing

Councillor Quentin Stevick 19/067

Moved that Council receive the email from Livingstone Landowners Group, dated January 31, 2019, with accompanying letter, dated January 30, 2019, as information, as the MD of Pincher Creek No. 9 status in AUC Proceeding No. 23377 remains active.

Carried

c) Corporate Policy C-CO-001 - Amendment

Councillor Quentin Stevick 19/068

Moved that Council approve the amendment to Corporate Policy C-CO-001 – Council Remuneration and Expenses.

Carried

d) Kenow Wildfire – Compensation for Impacted Landowners

Councillor Terry Yagos 19/069

Moved that Council receive the report, dated January 31, 2019, regarding Kenow Wildfire – Compensation for Impacted Landowners, as information;

And direct Administration to further investigate possible financial compensation to landowners.

Carried

e) Rural Municipalities of Alberta (RMA) Patronage Rebate

Councillor Rick Lemire 19/070

Moved that Council request the patronage rebate be returned to the municipality;

And that the rebate amount of \$1,267.38 be earmarked to the Grants to Groups and Organizations Account (Account No. 2-75-0-770-2765).

Carried

Minutes
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 Municipal District of Pincher Creek No. 9
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f) Invitation to Attend – Annual General Meeting (AGM) – Pincher Creek Chambers of Commerce

Councillor Bev Everts 19/071

Moved that any Councillor wishing to attend the Annual General Meeting for the Pincher Creek Chambers of Commerce, be authorized to do so.

Defeated

g) Invitation to Attend – I.T. Partners for Business

Councillor Terry Yagos 19/072

Moved that the email, dated February 1, 2019, inviting Councillors to meet with representatives from I.T. Partners for Business, be received as information.

Carried

h) Advertisement Business Proposal

Councillor Quentin Stevick 19/073

Moved that the email, with accompanying letter, from Crownsest Pass Herald, dated January 17, 2019 be received as information.

Carried

i) Interim Chief Administrative Officer Report

Councillor Quentin Stevick 19/074

Moved that Council receive for information, the Interim Chief Administrative Officer's report for the period of January 1, 2019 to February 6, 2019, as information.

Carried

H. CORRESPONDENCE

1. For Information

a) Informational Correspondence

Councillor Terry Yagos 19/075

Moved that a letter of support be forwarded to RMA President Al Kemmere, thanking him for the efforts put forth in the RMA Charitable Gaming Report.

Carried

Councillor Bev Everts 19/076

Moved that Council receive the following documents as information:

- Letter from Municipal Affairs, dated January 9, 2019
- Letter from Municipal Affairs, dated January 28, 2019
- Email, with accompanying report, from Rural Municipalities of Alberta (RMA), dated January 18, 2019
- Letter from Pincher Creek Emergency Services Commission, dated January 25, 2019

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- Email regarding Advancing Women in Agriculture, dated January 29, 2019
Email from Dawn Wright, dated February 2, 2019

Carried

I. CLOSED MEETING SESSION

Councillor Quentin Stevick 19/077

Moved that Council close the Council Meeting to the public for discussions regarding the following, the time being 3:21 pm:

- Collective Bargaining Agreement – FOIP Section 19
- Regional Director of Emergency Management – FOIP Section
- Chief Administrative Officer Contract – FOIP Section 19
- Beaver Mines Water and Wastewater – FOIP Section 16

Carried

Councillor Quentin Stevick 19/078

Moved that Council open the Council Meeting to the public, the time being 5:20 pm.

Carried

J. NEW BUSINESS

a. Collective Bargaining Agreement

Councillor Bev Everts 19/079

Moved that Council ratify the Memorandum of Agreement between CUPE Local 927 and the Municipal District of Pincher Creek No. 9, dated January 24, 2019, for the period January 1, 2019 to December 31, 2022, with increases representing:

- January 1, 2019 – 0%
- January 1, 2020 – 1.75%
- January 1, 2021 – 1.75%
- January 1, 2022 – 2%.

Carried

b. Regional Director of Emergency Management

Councillor Terry Yagos 19/080

Moved that Council appoint Brett Wuth as the Regional Director of Emergency Management, for a one-year term employment contract;

And that Council appoint Roland Milligan as the Deputy Director of Emergency Management, for the Municipal District of Pincher Creek No. 9, in accordance with the Regional Emergency Management Organization Agreement.

Carried

c. Chief Administration Officer Contract

Councillor Rick Lemire 19/081

Moved that Council ratify the Employment Contract, dated February 5, 2019, and appoints Troy MacCulloch as the Chief Administrative Officer for the Municipal District of Pincher Creek No. 9, effective March 4, 2019.

Carried

Minutes
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Municipal District of Pincher Creek No. 9
February 12, 2019

K. ADJOURNMENT

Councillor Terry Yagos

19/082

Moved that Council adjourn the meeting, the time being 5:29 pm.

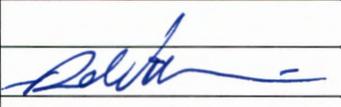
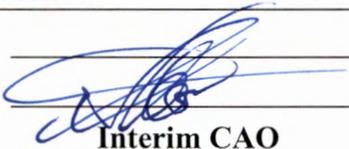
Carried

REEVE

CHIEF ADMINISTRATIVE OFFICER

DRAFT

Recommendation to Council

| | | | |
|---|---|---|---|
| TITLE: ROAD CLOSURE BYLAW NO. 1299-19 SE 4-7-2 W5M | |  | |
| PREPARED BY: Roland Milligan | | DATE: February 15, 2019 | |
| DEPARTMENT: Planning and Development | | | |
| ATTACHMENTS: | | 1. Road Closure Bylaw 1299-19 | |
| Department Supervisor | Date | | |
| APPROVALS: | | | |
|  |  |  |  |
| Department Director | Date | Interim CAO | Date |

RECOMMENDATION:

That Council give first reading to Road Closure Bylaw No. 1299-19 and set the required Public Hearing date for 1:00 pm March 26, 2019.

BACKGROUND:

On December 12, 2018, the MD received a request from Peter Maloff requesting to close and purchase a statutory road allowance adjacent to his parcel of land (W/SW 3-7-2 W5M). Also in the request, Mr. Maloff is proposing to provide land in exchange for the road allowance (N/SE 4-7-2 W5M), in order to create a legal access to adjacent parcels.

At their January 8, 2018 regular meeting, Council approved the applicant's request. The applicant is to consolidate the portion of the undeveloped Statutory Road Allowance with the SE 4-7-2 W5M.

The applicant has submitted the required road closure fee and has engaged the services of an Alberta Land Surveyor.

Road Closure Bylaw No. 1299-19 has been prepared and is being presented for first reading.

FINANCIAL IMPLICATIONS:

None at this time; the applicant is responsible for all costs associated with this closure and consolidation.

**MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
BYLAW NO. 1299-19**

A Bylaw of Municipal District of Pincher Creek No. 9 in the Province of Alberta, for the purpose of closing to public travel, and creating title to and disposing of, portions of a public highway in accordance with Section 22 of of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, as amended.

The Council of the Municipal District of Pincher Creek No. 9 of the Province of Alberta, duly assembled, hereby enacts as follows:

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

AND WHEREAS application has been made to Council to have the roadway closed;

AND WHEREAS the Council of the Municipal District of Pincher Creek No. 9 deems it expedient to provide for a bylaw for the purpose of closing to public travel certain roads or portions thereof, situated in the said municipality and thereafter creating title to and disposing of same;

AND WHEREAS notice of intention of Council to pass a bylaw has been given in accordance with Section 606 of the *Municipal Government Act*;

AND WHEREAS Council was not petitioned for an opportunity to be heard by any person claiming to be prejudicially affected by the bylaw;

NOW THEREFORE BE IT RESOLVED that the Council of Municipal District of Pincher Creek No. 9, in the Province of Alberta, does hereby close to Public Travel and creating title to and disposing of the following described highways, subject to rights of access granted by other legislation.

All that portion of Government Road Allowance adjacent to SE 4-7-2-5
forming part of Lot 1, Block 1, Plan _____
Containing 1.464 hectares (3.62 acres) more or less
Excepting thereout all mines and minerals

Received first reading this _____ day of _____, 20__.

REEVE

(Seal)

CHIEF ADMINISTRATIVE OFFICER

APPROVED this _____ day of _____, 20__.

MINISTER OF TRANSPORTATION

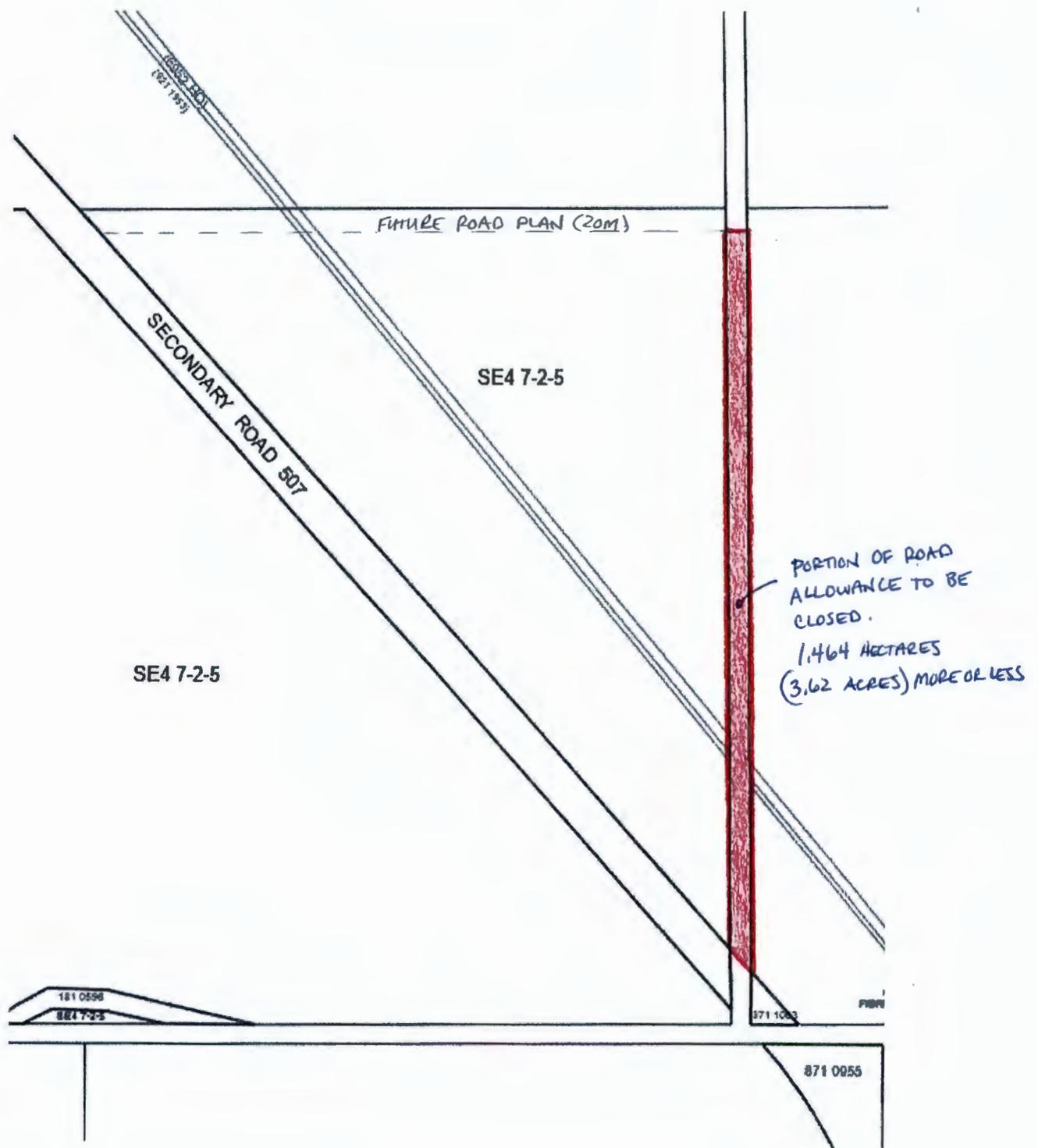
Received second reading this _____ day of _____, 20__.

Received third reading this _____ day of _____, 20__.

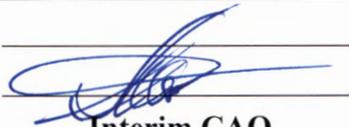
REEVE

(Seal)

CHIEF ADMINISTRATIVE OFFICER



Recommendation to Council

| | | |
|---|-------------|--|
| TITLE: FISHBURN MUNICIPAL PARK SIGNAGE REQUEST | |  |
| PREPARED BY: Sheldon Steinke | | DATE: February 19, 2019 |
| DEPARTMENT: Administration | | |
| Department Supervisor | Date | ATTACHMENTS: 1. Example of Sign 2. Recommendation to Council, dated January 2, 2019, with original request letter |
| APPROVALS: | | |
| _____ | _____ |  |
| Department Director | Date | Interim CAO <u>20 Feb 19</u> Date |

RECOMMENDATION:

That Council determine approve the purchasing of the Fishburn Municipal Park sign.

BACKGROUND:

In January 2019, Council discussed the request from the Fishburn Municipal Park Committee requesting the MD supply signage for the Fishburn Park. Council requested the committee provide an example of the requested sign, including costs.

An example of the sign, with associated costs, has been submitted for further discussion.

The cost of installation was also included, however, installation may be provided by Public Works.

FINANCIAL IMPLICATIONS:

Budget impacts will occur, however, funding could come from the Municipal Reserves account.

MO # 9

36"



20"

**Signs
UNLIMITED!**
(1980) INC.

Laurel Warkentin
box 2674
1049 main st.
pincher creek, ab.
tok 1w0

Laurel@signsunlimitedinc.ca
sales@signsunlimitedinc.ca
www.signsunlimitedinc.ca

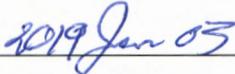
Ph: 403-627-2558 / 403-627-2441

SF. SANDBLASTED CEDAR
625.19

SF ALUM 1/4" ACM
266.87

SUPPLY, INSTALL ON SITE
2 POST SYSTEM
463.81

Recommendation to Council

| | | | |
|---|-------------|---|---|
| TITLE: FISHBURN MUNICIPAL PARK SIGNAGE REQUEST | |  | |
| PREPARED BY: Sheldon Steinke | | DATE: January 2, 2019 | |
| DEPARTMENT: Administration | | | |
| | | ATTACHMENTS: | |
| Department Supervisor | Date | 1. Letter from Fishburn Municipal Park, dated December 14, 2018 | |
| APPROVALS: | | | |
| | |  |  |
| Department Director | Date | Interim CAO | Date |

RECOMMENDATION:
 That Council request the Fishburn Municipal Park Committee submit a design of their desired signage for the Fishburn Municipal Park, for further consideration.

BACKGROUND:

The Fishburn Municipal Park Committee has requested the MD supply signage for the Fishburn Park.

Typically, when requests in similarity were presented to Council for consideration, the applicant had a design already prepared and requests were typically made to cover the materials, labour and cost for installation.

FINANCIAL IMPLICATIONS:

Once a design is submitted, costs may occur.

Dec 14, 2018

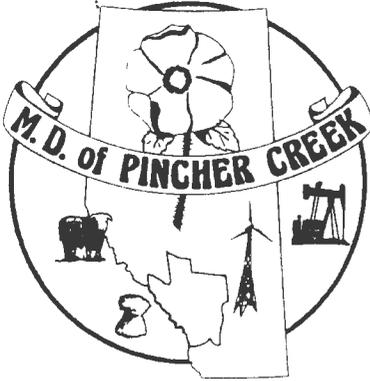
The Counsilloes M.D #9

The committee for the Fishburn Municipal Park are requesting a sign for the Park. The sign can be your design as long as it says "Fishburn Municipal Park". Thanks for your consideration of this request.

Lillian McElroy
for Fishburn Municipal Park.

RECEIVED
DEC 14 2018
M.D. OF PINCHER CREEK

83.00



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

SCANNED

January 14, 2019

Eileen McGlynn

Dear Ms. McGlynn:

Re: Fishburn Municipal Park Signage

Thank you for your letter, dated December 14, 2018, requesting signage for the Fishburn Municipal Park.

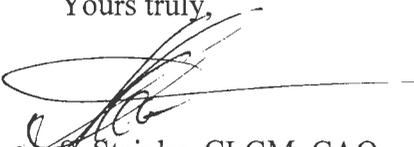
At their meeting, held January 8, 2019, Council for the MD of Pincher Creek No. 9 discussed your request and passed the following resolution:

“Moved that Council request the Fishburn Municipal Park Committee submit a design of their desired signage for the Fishburn Municipal Park, for further consideration.”

Fishburn Park is a beautiful and historical park within the MD, and we look forward to the submitted design.

Should further information or clarification be required, please do not hesitate to contact us.

Yours truly,



S. Steinke, CLGM, CAO

Administration Guidance Request

| | | | |
|-------------------------------------|-------------|---|------------------|
| TITLE: AD-HOC ART COMMITTEE | |  | |
| PREPARED BY: Sheldon Steinke | | DATE: February 21, 2019 | |
| DEPARTMENT: Administration | | | |
| | | ATTACHMENTS: 1. Email from David McNeill, dated February 20, 2019 | |
| Department Supervisor | Date | | |
| APPROVALS: | | | |
| | |  | <u>20 Feb 19</u> |
| Department Director | Date | Interim CAO | Date |

REQUEST:

Is Council willing to authorize the establishment of an Ad-Hoc Art Committee?

BACKGROUND:

At the February 12, 2019 Council meeting, direction was provided that two Annora Brown original prints be ordered from the Glenbow Museum. These prints have been ordered in a 11 x 14 size. These prints will be hung in the corridor leading to the Council Chambers.

On February 20, 2019, the attached email was received, in which L. Freebairn Farley is offering to volunteer to establish an Ad-Hoc Art Committee.

FINANCIAL IMPLICATIONS:

The cost of the art would impact the budget, however, there is a line item in the 2019 Budget for Artwork.

Tara Cryderman

From: Sheldon Steinke
Sent: Wednesday, February 20, 2019 3:55 PM
To: Tara Cryderman
Subject: FW: Art Committe

Tara
Here we go.
Lets get this in front of Council t se if they are willing.
Sheldon

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

From: David McNeill <>
Sent: February 20, 2019 2:34 PM
To: Sheldon Steinke <CAO@mdpincercreek.ab.ca>; MDInfo <MDInfo@mdpincercreek.ab.ca>
Subject: Art Committe

Sheldon, Tara
Councillor Bev Everts is familiar with the following and suggested I send this to you both, so I do.

> Dear MD Councillors and Chief Administrative Officer, My husband,
> David McNeill, attended some of the regular Council meeting of
> Tuesday, February 12, 2019, and related to me your very interesting
> discussion about purchasing art for the public spaces in MD buildings,
> particularly the head administrative office
>>

>> I am volunteering myself and two other artists from our area to form an ad hoc Art Selection Committee .
>> This volunteer committee would suggest works of art (e.g. from local artists, determine what is "local", what is local subject matter and suggest pieces from away artists that paint in our area. The committee would also screen/critique submissions and recommend to council a variety of art pieces to purchase.
>> My credentials for this position are five years as president of Allied Arts Council, eight years on the Allied Arts Council board, two courses short of my Bachelor of Fine Arts from the Alberta College of Art and Design and 20 years creating as a silversmith, an artist represented in two southern Alberta galleries, growing up and living in the community since 1986 and fourth generation in this area. I am currently in the process of creating a web site of artists "under the Chinook influence."

> I would find for the committee two other artists who have strong art training and/or experience that would not be submitting pieces to be bought.

>> Thank you council for entertaining this suggestion, I look forward to giving back to our community.

>> L. Freebairn Farley

Meeting Minutes
of the
Agricultural Service Board – Municipal District of Pincher Creek No. 9
January 3, 2019 – MD Council Chambers

Present: Chair John Lawson, Vice Chair Martin Puch, Councillor Quentin Stevick, Councillor Bev Everts, Members Frank Welsch, and David Robbins.

Also Present: Director of Operations Leo Reedyk, Provincial Key Contact Bradley Smith, Environmental Services Technician Lindsey Davidson and Receptionist Jessica McClelland.

Absent: Agricultural Services Manager Shane Poulsen

Chair John Lawson, called the meeting to order at 9:35 am.

A. ADOPTION OF AGENDA

Martin Puch 19/001

Moved that additions to the agenda include:

New Business:

- Letter to Alberta Environment and Water regarding invasive weeds at the Oldman Dam

And that the agenda be accepted as amended.

Carried.

B. MINUTES

Councillor Stevick 19/002

Moved that the minutes from the November 29, 2018 meeting be amended to correct the date on the header from November 1, 2018 to November 29, 2018;

AND THAT the minutes be accepted as amended.

Carried.

C. BUSINESS ARISING FROM THE MINUTES

1.) Draft Livestock Emergency Response Plan

Councillor Everts 19/003

Moved that administration be directed to follow up the status of the Draft Livestock Emergency Response Plan, with the Regional Emergency Management Organization (REMO) and bring the information back to the ASB as the advisory committee.

Carried

D. ASB KEY CONTACT REPORT

Councillor Stevick

19/004

Moved that the oral report from ASB Key Contact, Bradley Smith, be received as information.

Carried

E. UNFINISHED BUSINESS

1. Eradicable Weed Policy

Frank Welsch

19/005

Moved that the discussion on Eradicable Weed Policy be tabled to the meeting in February pending the information requested in December by the board.

Carried.

2. Deadstock Collection and Removal

David Robbins

19/006

Moved that any and all ASB members be authorized to attend the sustainable solution for deadstock planning session on January 16, 2019 at 1:00pm, hosted by the MD.

Carried.

F. 2019 PROVINCIAL RESOLUTIONS

Councillor Stevick

19/007

Moved that the ASB representatives be authorized to vote or comment on the 2019 Provincial Resolutions, as per the discussion with the board.

Carried

G. 2019 AES DEPARTMENT REPORT

1.) Environmental Services Technician December 2018

Frank Welsch

19/008

Moved to accept the Environmental Services Technicians departmental report for December 2018 as information.

Carried.

2.) Agricultural Services Manager December 2018

Frank Welsch

19/009

Moved that the following items be provided for the meeting in February for discussion and clarification:

- Status Report for the Agricultural Services Manager for December 2018
- Divisional Soil Erosion Inspections referenced in the status report, and
- Soil Conservation Policy

Carried

H. CORRESPONDENCE

1. For Action

2. For Information

David Robbins

19/010

Moved that the following be received as information;

- a) ASB Provincial Rules of Procedure Proposed Changes
- b) Producer Funding Opportunity Workshop on February 20, 2019
- c) AAAF Membership on Cows and Fish Board

Carried.

I. NEW BUSINESS

Oldman Dam Weed Concern

Councillor Everts

19/011

Moved that they received the letter to Alberta Environment and Water dated May 31, 2012 as information;

AND THAT a report and update on erosion and downstream weeds be brought back to the ASB in the next quarter.

Carried

J. NEXT MEETING

Next ASB meeting is on Thursday February 7, 2019

K. ADJOURNMENT

Martin Puch

19/012

Moved to adjourn the meeting, the time being 12:13 pm.

Carried.

ASB Chairperson

ASB Secretary



Join Us!



**14th Annual Waterton
EAT & GREET**

**Friday, March 1, 2019
Twin Butte Community Hall**

5:00 pm | Doors + Dinner

**6:15 pm | Go with the Flow
*Water Management
Tools and Strategies***



The Nature Conservancy of Canada invites you to enjoy dinner catered by Twin Butte Country General Store followed by a panel discussion with ranchers and local experts about water management tools & strategies.

Questions? Please contact:
 Tony.McCue@natureconservancy.ca
 Leta.Pezderic@natureconservancy.ca
 Emma.LaRocque@natureconservancy.ca

RSVP to alberta.rsvp@natureconservancy.ca | natureconservancy.ca

Operations Report February 21, 2019

Operations Activity Includes:

Agricultural and Environmental Services Activity Includes:

- Feb 1 EFP Review and Approval
- Feb 4 ASB Field Visit
- Feb 5 Deadstock Regional Sustainability Initiative
- Feb 7 ASB Meeting
- Feb 8 Data Management & Computers
- Feb 12 Roadside Ordering & Build
- Feb 12 Cows and Fish Board Meeting (Conference Call)
- Feb 13 Producer Funding Opportunities Workshop
- Feb 13 Joint Health and Safety
- Feb 14 Staff Meeting
- Feb 15 Testing of equipment
- Feb 15 Canadian Agricultural Partnership Program application review
- Feb 19 EFP presentation
- Feb 20 Producer Funding Opportunities Workshop
- Feb 21 Deadstock Disposal Meeting

Public Works Activity Includes:

- Plow snow all areas and airport
- Brushing in Lowland Heights and Carbondale area
- Dig out ice flow on Willow Valley road

Upcoming:

- Feb 21-22 Vacation (Shane)
- Feb 22 EFP review and approval
- Feb 25 MD new website meeting
- Feb 25 SWIM (South West Invasive Managers) Meeting
- Feb 26 Out of office proceedings for vacation (Lindsey)
- Feb 27-March 6 Vacation (Lindsey)

Project Update:

- Director of Operations discussions ongoing

Call Logs – attached.

Recommendation:

That the Operations report for the period February 7, 2019 to February 21, 2019, and the call log be received as information.

Prepared by: Sheldon Steinke



Date: February 21, 2019

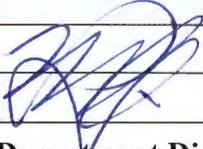
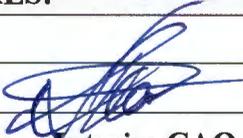
Reviewed by:

Date:

Submitted to: Council

Date: February 26, 2019

Recommendation to Council

| | | | |
|---|---------------------|---|--------------------|
| TITLE: Letter of Engagement – AVAIL LLP | |  | |
| PREPARED BY: Meghan Dobie | | DATE: Feb 26, 2019 | |
| DEPARTMENT: Finance | | | |
| Department Supervisor | | ATTACHMENTS: 1. Letter from Avail LLP | |
| APPROVALS: | | | |
|  | <u>Feb 20, 2019</u> |  | <u>20 Feb 2019</u> |
| Department Director | Date | Interim CAO | Date |
| RECOMMENDATION: That council accept engagement letter from Avail LLP. | | | |
| BACKGROUND: <ul style="list-style-type: none"> • Avail LLP is the appointed auditor for the 2018 financial statements (18/567). | | | |
| FINANCIAL IMPLICATIONS: None at this time | | | |



February 19, 2019

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

Ladies and Gentlemen:

RE: 2018 ANNUAL AUDIT OF MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

We have been engaged to provide the following services for the Municipal District of Pincher Creek No. 9 for the year ending December 31, 2018:

- Audit the consolidated statement of financial position and the related consolidated statement of operations, change in net financial assets (debt), and cash flow
- Prepare the income tax returns and associated schedules
- Audit and assist in the preparation of the Financial Information Return (FIR)

We are pleased to provide the following report relating to our audit of the financial statements for the Municipal District of Pincher Creek No. 9. The matters identified are included in this report which has been prepared solely for the information of the Council and is not intended for any other purpose. As such we accept no responsibility to a third party who uses this report. Our report is intended to assist the Council in fulfilling its obligation with respect to the 2018 financial statements. We would be pleased to further discuss any of the issues addressed in the report or any other issue which may be of interest or concern.

Yours truly,

AVAIL LLP

A blue ink signature of Darren Adamson, consisting of a stylized first name and a more formal last name.

Darren Adamson, CPA, CA
Enclosure

I. Purpose and Scope of Examination

Management, with the oversight of those charged with governance, is responsible for the preparation of the financial statements and accompanying notes. Avail LLP will advise management about appropriate accounting principles and their application and assist in the preparation of the financial statements, but the responsibility for the financial statements remains with management. This includes responsibilities related to internal control, such as designing and maintaining accounting records, selecting and applying accounting policies, safeguarding assets and preventing and detecting fraud and error.

Our responsibility as auditors is to report to the Council whether these financial statements present fairly, in all material respects, the financial position and results of operations and cash flows in accordance with Canadian public sector accounting standards. This audit is performed to obtain reasonable but not absolute assurance as to whether the financial statements are free of material misstatements. Due to the inherent limitations of an audit, there is an unavoidable risk that some misstatements of the financial statements will not be detected (particularly intentional misstatements concealed through collusion), even though the audit is properly planned and performed.

Our audit includes:

- Assessing the risk that the financial statements may contain misstatements that, individually or in the aggregate, are material to the financial statements taken as a whole; and
- Examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements.

As part of our audit, we will obtain a sufficient understanding of the business and the internal control structure of Municipal District of Pincher Creek No. 9 to plan the audit. This will include management's assessment of:

- The risk that the financial statements may be materially misstated as a result of fraud and error; and,
- The internal controls put in place by management to address such risks.

Since our audit does not involve a detailed examination of all transactions, it could not necessarily be expected to detect all misstatements, particularly intentional misstatements concealed through collusion. The discovery of such irregularities may, of course, result from our examination and, if so, we will report on any such significant matters to you.

Audit Committee (or Equivalent) Members' Responsibilities

The audit committee's (or equivalent) role is to act in an objective, independent capacity as a liaison between the auditors, management and the Reeve and Council, to ensure the auditors have a facility to consider and discuss governance and audit issues with parties not directly responsible for operations.

The audit committee's (or equivalent) responsibilities include:

- Being available to assist and provide direction in the audit planning process when and where appropriate;
- Meeting with the auditors as necessary and prior to release and approval of financial statements to review audit, disclosure and compliance issues;

- Where necessary, reviewing matters raised by the auditors with appropriate levels of management, and reporting back to the auditors their findings;
- Making known to the auditors any issues of disclosure, corporate governance, fraud or illegal acts, non-compliance with laws or regulatory requirements that are known to them, where such matters may impact the financial statements or auditor's report;
- Providing guidance and direction to the auditors on any additional work they feel should be undertaken in response to issues raised or concerns expressed;
- Making such enquiries as appropriate into the findings of the auditors with respect to corporate governance, management conduct, cooperation, information flow and systems of internal controls; and
- Reviewing the draft financial statements prepared by management, including the presentation, disclosures and supporting notes and schedules, for accuracy, completeness and appropriateness, and approve same to be passed to the Council for approval.

II. Communication with the Council

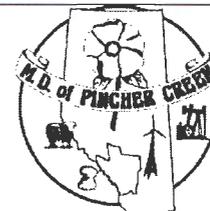
In accordance with the auditing standard "communications with those having oversight responsibility for the financial reporting process", the following matters are recommended to be communicated to the Council prior to the completion of the audit.

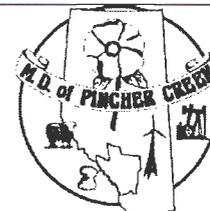
| Matters to be Communicated | Reference/Comment |
|--|--|
| 1. Management and the Auditors' Responsibility Under Generally Accepted Auditing Standards | Discussed under the heading "Purpose and scope of examination." |
| 2. Planning | <p>Our risk-based approach focuses on obtaining sufficient appropriate audit evidence to reduce the risk of material misstatement in the financial statements to an appropriately low level. This means that we focus our audit work on higher risk areas that have a higher risk of being materially misstated.</p> <p>Materiality in an audit is used to:</p> <ul style="list-style-type: none"> • Guide planning decisions on the nature and extent of our audit procedures; • Assess the sufficiency of the audit evidence gathered; and • Evaluate any misstatements found during our audit. <p>Materiality is defined as: Materiality is the term used to described the significance of financial statement information to decision makers. An item of information, or an aggregate of items, is material if it is probable that its omission or misstatement would influence or change a decision. Materiality is a matter of professional judgment in the particular circumstances.</p> <p>We plan to use a materiality of \$450,000. The materiality for last year's audit was \$425,000.</p> <p>In responding to our risk management, we will use a combination of tests of controls, tests of details and substantive analytical</p> |

| | |
|--|--|
| | <p>procedures. The objective of the tests of controls is to evaluate whether certain controls operated effectively. The objective of the tests of details is to detect material misstatements in the account balances and transaction streams. Substantive analytical procedures are used to identify differences between recorded amounts and predictable expectations in larger volumes of transactions over time.</p> |
| 3. Timing of the Audit Engagements | <ul style="list-style-type: none"> • February 20-22, 2019 - Fieldwork at your location • April 9, 2019 - Council meeting to approve statements • May 1, 2019 - deadline for submission to Municipal Affairs |
| 4. Illegal Acts, Intentional Misstatements, Fraud and Errors | <p>Our auditing procedures, including tests of your accounting records, are limited to those considered necessary in the circumstances and would not necessarily disclose all illegal acts, fraud, intentional misstatements or errors should any exist. We will conduct the audit under Canadian generally accepted auditing standards (GAAS), which include procedures to consider (based on the control environment, governance structure and circumstances encountered during the audit), the potential likelihood of fraud and illegal acts occurring.</p> <p>These procedures are not designed to test for fraudulent or illegal acts, nor would they necessarily detect such acts or recognize them as such, even if the effect of their consequences on the financial statements is material. However, should we become aware that an illegal or possible illegal act or an act of fraud may have occurred, other than one considered clearly inconsequential, we will communicate this information directly to the audit committee (or equivalent).</p> <p>It is management's responsibility to detect and prevent illegal actions. If such acts are discovered or audit committee members become aware of circumstances under which the Municipal District of Pincher Creek No. 9 may have been involved in fraudulent, illegal or regulatory non-compliance situations, such circumstances must be disclosed to us.</p> |
| 5. Major Issues Discussed with Management that Influence Audit Appointment | <p>No major issues were discussed with management prior to our appointment as auditors.</p> |
| 6. Written Representations from Management | <p>At the conclusion of the audit, prior to the release of our auditors' report, we will request that management provide us with written representation that it has fulfilled its responsibility for the preparation of the financial statements and that it has provided us with the required information for us to complete our audit. We will not be able to provide an audit opinion if management does not provide this written representation.</p> |

| | |
|---------------------------|---|
| 7. Auditors' Independence | <p>We provide you with the following to assist in your assessment of our independence:</p> <ul style="list-style-type: none">• All partners and senior staff have confirmed that they do not hold any investment in the Municipal District of Pincher Creek No. 9.• Financial statements issued by Avail LLP are subject to a partner review process. This process requires that a partner review items significant to the audit such as planning, materiality, application of GAAP and financial statement items and disclosure.• We are aware of no relationship between the Municipal District of Pincher Creek No. 9 and Avail LLP that, in our professional judgment, may reasonably be thought to bear on our independence. |
|---------------------------|---|

Recommendation to Council



| | | | |
|---|-------------|--|--|
| TITLE: PROPOSED OPERATIONAL AGREEMENT FOR BEAVER MINE PARK AND GAZEBO | |  | |
| PREPARED BY: S. Steinke | | DATE: 05 February 2019 | |
| DEPARTMENT: | | | |
| | | | ATTACHMENTS: |
| Department Supervisor | | Date | 1. Operating Agreement and Schedules 2. 3rd Party Rental Agreement |
| APPROVALS: | | | |
| | | | |
| Department Director | Date |  Interim CAO |  Date |

RECOMMENDATION:
**ADMINISTRATION RECOMMENDS THE ATTACHED AGREEMENT FOR COUNCIL TO
 USE WITH MUNICIPALLY OWNED FACILITIES THAT COMMUNITY GROUPS OPERATE.**

BACKGROUND:
 In recent month's concern have arisen about the use of Liquor in Municipality owned facilities operated by a Community group.

Administration has worked with our legal advisers to produce the attached Operating agreement and 3rd Party rental agreement that a community group can use when they are the operators of the facility.

The advantage of this agreement is that it is an operating agreement only and the Municipality maintains the ownership of the Facility.

A Community Group may decide to do fund raising for improvements to the Facility and this would give them the ability to pursue a Casino fund raising event and the Municipality would still maintain a say in the extent of the Renovation or Improvement to the Facility.

The 3rd Party Rental agreement is a document the Community Group would manage locally while still providing the necessities of Liability insurance and protection of the Municipality as the Municipality is ultimately the owner of the property.

FINANCIAL IMPLICATIONS:
 Other than the drafting of the Agreements the Community Group would be able to set rental rates and usage rates to support the operation of the facility.

FACILITY RENTAL AGREEMENT

LICENSOR: THE BEAVER MINES COMMUNITY ASSOCIATION (the "Association")

LICENSEE: _____ (the "Renter")

ADDRESS: _____

PHONE NUMBER/EMAIL: _____

1. **Grant** - The Association agrees to license to the Renter, and the Renter agrees to license from the Association, the following portion(s) of the Beaver Mines Community Gazebo (the "Facility"):

| |
|---|
| <input type="checkbox"/> GAZEBO |
| <input type="checkbox"/> COMMUNITY PARK |

(the "Licensed Area"), subject to the terms, covenants and conditions contained in this Agreement including, without restriction, the standard terms and conditions contained in **Schedule "A"** attached hereto (the "Terms and Conditions"). The Renter shall also be entitled to non-exclusive access to and/or through those common areas forming part of the Facility, which are designated from time to time by the Association for shared and/or common use, subject to the terms, covenants and conditions contained in this Agreement including, without limitation, the Terms and Conditions.

2. **Permitted Use** - The Licensed Area may be used solely for the purpose(s) permitted for the Licensed Area as established from time to time by the Association, and further contemplated under the rules and regulations established by the Association and/or the Municipal District of Pincher Creek No. 9 (the "Municipality") for the safe, secure and efficient operation of the Licensed Area (the "Rules and Regulations"), and for no other purposes whatsoever (the "Permitted Use").

3. **Term** - The term of this Agreement shall commence at ____:____ am/pm, expire at ____:____ am/pm, as follows:

| | |
|--|---|
| <input type="checkbox"/> SINGLE USE | On _____, 20__ (the "Term"). |
| <input type="checkbox"/> RECURRING USE | On the following days: (which days shall be collectively referred to as the "Term"). |

4. **Fee** - The Renter shall pay the following fee for the use of the Licensed Area (the "Fee") as follows:

| | |
|--|---|
| <input type="checkbox"/> SINGLE USE | \$ _____, not less than seventy two (72) hours prior to the commencement of the Term. |
| <input type="checkbox"/> RECURRING USE | \$ _____ per license day, on the last day of the month prior to each license date. |

All amounts shown or otherwise required to be paid by the Renter shall be deemed to not include applicable G.S.T., and where applicable shall be paid concurrently with the required payment. Failure to pay any Fee when due will result in the Association being entitled to book the space and time to another party.

5. **Additional Key Terms** - In addition to the Terms Conditions contained in **Schedule "A"** attached hereto, and the Rules and Regulations, the Renter and the Association further agree as follows:

- (a) **Renter's Responsibility** - the Renter is solely responsible for the condition of the Licensed Area, the conduct of any and all activities within the Licensed Area, and the safety and security of all occupants, users, and invitees;
- (b) **Minors** - all invitees or participants who are minors must be accompanied by and supervised by an adult at all times while occupying or utilizing the Licensed Area or the Facility;
- (c) **Personal Property** - any and all personal property or materials brought into or onto the Licensed Area or the Facility by the Renter or any its invitees is done so at the sole risk of the Renter and/or invitees, and the Association and the Municipality shall not have any responsibility for loss or damage to such personal property or materials;

- (d) **Renter's Insurance** - the Renter is encouraged to acquire his/her/its own liability and property insurance coverage - please consult an insurance broker to make arrangements if necessary;
- (e) **Alcohol** - the sale or service of alcohol within the Licensed Area or the Facility in general is strictly forbidden, unless specifically authorized by the Association under the Terms and Conditions and the Rules and Regulations;
- (f) **Smoke Free Facility** - the Licensed Area and the Facility are smoke-free environments, and are regulated by a By-Law #1557, as amended or replaced from time to time, and any infraction will result in a suspension or forfeit of user privileges within the Licensed Area;
- (g) **Eviction and Right to Restrict Access** - the Association reserves the right to cancel this Agreement, and/or evict, cause to be removed and refuse further bookings or admissions to persons or groups misbehaving, causing a nuisance or willful damage, posing a risk to safety or security, or otherwise in breach of the terms of this Agreement including any Rules and Regulations;
- (h) **Cancellation Policy** - the Renter acknowledges and agrees to the Association's cancellation policies in effect from time to time, including those contained within the Terms and Conditions, and all refunds for cancellation will be at the sole discretion of the Association;
- (i) **Special Events** - the Association reserves the right to cancel, alter, move or re-book the Renter's use of the Licensed Area in the event that a special local event requires the same time as the Renter, and in the opinion of the Association has priority;
- (j) **Acknowledgment of Waiver** - the Renter acknowledges that it is waiving certain rights, and shall indemnify the Association and the Municipality, under the Terms and Conditions;
- (k) **Personal Information** - the personal information on this form is collected under the authority of the *Personal Information Protection Act*, as amended or replaced from time to time, and is used solely for the purpose of facilitating access to recreational facilities and programs, or facility rentals within the Municipality. Questions regarding collection of this information can be directed to _____; and
- (l) **Special Terms** - The Renter must comply with the following additional conditions:
 - i. the Licensed Area and the Facility must be vacated by 11:00 p.m.;
 - ii. a fire pit permit is required to use the fire pit and water must be available nearby to extinguish any fire;
 - iii. no fireworks are permitted;
 - iv. no parking is permitted inside the community park gate; and
 - v. the door must be pinned/locked, all garbage must be removed and fire wood in the stove must be removed before leaving the Licensed Area.

- 6. **Entire Agreement** - The terms and conditions set forth within this Agreement, together with the Schedules, shall constitute all of the terms and conditions of this Agreement, and there are no other terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein. If any provision of this Agreement is illegal or unenforceable it shall be considered separate and severable from the remaining provisions, which shall remain in force as if the unenforceable provisions had never been included.
- 7. **Counterparts** - This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one of the same Agreement.
- 8. **Understanding** - The Renter acknowledges to have read this Agreement, the Terms and Conditions, and the Rules and Regulations, in their entirety and fully understands its terms, understanding that they have given up substantial rights by signing it and have signed it freely.

Dated this ___ day of _____, 20__.

| | |
|---|---|
| THE BEAVER MINES COMMUNITY ASSOCIATION Per: _____ Per: _____ | _____ [NAME] _____ [NAME] _____ Witness: |
|---|---|

Schedule "A"
TERMS AND CONDITIONS

1. Termination - Notwithstanding anything contained within this Agreement, the Renter acknowledges and agrees that the Association shall have the absolute right to terminate this Agreement, together with all rights and privileges granted to the Renter under this Agreement upon notice in writing or in person.

2. Cancellation Policy - Notwithstanding anything contained within this Agreement, the parties hereby acknowledge and agree that the Renter shall provide the Association with the following notice of cancellation or termination:

(a) in the case of a one-time only license, written notice of the cancellation or termination not less than seven (7) days prior to the commencement of the Term;

(b) in the case of a recurring monthly license, written notice of the cancellation or termination not less than thirty (30) days prior to the date to be cancelled.

Failing such notice, the Fee shall be payable by the Renter regardless of the Renter's use of the Facility.

3. Rental/Fees - The Renter shall, during the term of this Agreement, pay the Association the amounts due at the times and in the manner herein provided without any deduction or abatement.

4. Use and Occupation - The Renter shall be permitted to use the Licensed Area throughout the Term for the Permitted Use, and for no other purpose whatsoever. Without in any way limiting the generality of the foregoing, the Renter agrees that:

(a) it shall not bring, keep or store or permit to be brought, kept or stored any combustible material or explosives in the Licensed Area;

(b) the rights of the Renter are non-exclusive, are personal in nature only, and that nothing contained within this Agreement shall be interpreted so as to confer upon the Renter any legal or equitable estate or interest in the Licensed Area;

(c) the Association may deem it necessary or appropriate, from time to time, to cause or allow third parties to perform work upon the Licensed Area as may be deemed necessary in the sole discretion of the Association, and the Renter acknowledges and agrees that the Renter shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the Association or any person to whom the Association has granted such permission.

5. Rules and Regulations - The Renter acknowledges that the Renter and all users of the Licensed Area shall comply with the Rules and Regulations, which such Rules and Regulations:

(a) may be implemented, amended or replaced from time to time;

(b) shall take effect from and after the time that the addition, amendment and/or replacement, as the case may be, is given by the Association to the Renter or posted in public;

(c) shall in all respects be observed and performed by the Renter and the Renter shall cause such observance and performance by all its employees, agents, invitees, contractors, attendees, concessionaires and anyone else for whom the Renter is liable for at law or under this Agreement; and

(d) may be enforced by the Association through all legal rights and remedies available, whether or not provided for in this Agreement, both at law and in equity.

6. Indemnity - The Renter shall at all times hereafter and upon demand indemnify and hold harmless the Association and the Municipality from and against any and all actions, claims, demands, suits, proceedings, damages, costs (including without restriction legal costs on a solicitor and his own client full indemnity basis), and expenses whatsoever that may be brought, made or incurred by or against the Association and/or the Municipality by reason of, arising out of, or in any way related to the occupation or use of the Licensed Area by the Renter, its agents, employees, invitees or contractors, whether or not such things are done in the exercise or purported exercise of the rights conferred upon the Renter within this Agreement.

7. Responsibility - The Renter acknowledges and agrees that all property of the Renter which may hereafter be located in, on, under, or over to the Licensed Area or the Facility shall be at the sole risk of the Renter, and the Association and the Municipality shall not be liable for any loss or damage thereto, howsoever occurring and the Renter hereby releases the Association and the Municipality from all actions, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage. The Renter shall indemnify and hold the Association and the Municipality harmless from any claims or demands from invitees of the Renter related to lost or damaged property.

8. Default - If in the sole opinion of the Association the Renter undertakes or permits any activity whatsoever within the Licensed Area which is outside of the Permitted Use contemplated herein, or which may be a nuisance or cause damage, or if the Renter is in default of any of the terms, covenants or conditions of this Agreement, the Association may, in its absolute discretion:

(a) give the Renter written notice to rectify or remedy any such nuisance, improper activity, or default, together with notice of the period within which the remedy must be completed (as determined by the Association, acting reasonably), and failing the Renter remedying or rectifying same this Agreement and the rights herein conferred upon the Renter shall automatically terminate; or

(b) give the Renter notice of immediate termination of this Agreement and the rights and privileges granted to the Renter, and the Renter shall forthwith vacate the Licensed Area.

9. Right to Perform - If the Renter fails or neglects to perform any of its obligations under this Agreement, the Association shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Association to perform such obligations. In such event, the Renter shall be responsible for the payment of all costs incurred by the Association forthwith to the Association.

10. Maintenance and Condition - Throughout the Term the Renter shall:

(a) ensure that the Licensed Area remains in the condition that existed as of the commencement of the Term;

(b) not deface or damage any walls or fixtures within the Licensed Area, nor install, display or affix any sign, lettering, decoration or advertising medium upon or in the Licensed Area, without the express written consent of the Association;

(c) upon the expiration or earlier termination of this Agreement, vacate and leave the Licensed Area in a clean and tidy condition satisfactory to the Association.

11. Service of Alcohol - When and if specifically authorized in writing by the Association as a Permitted Use under this Agreement, the Renter agrees to the following:

(a) in addition to the Renter's obligations under Section 18 of this Schedule, and notwithstanding any other provision of this Agreement, prior to the Renter serving alcohol, the Renter agrees to provide to the Association copies of all necessary permits and authorizations necessary to satisfy the Association that the Renter is in compliance with all relevant laws respecting the sale, service or consumption of alcohol within the Licensed Area;

(b) service and consumption of alcohol shall be restricted to the Licensed Area only, and otherwise in compliance with the required permits and authorizations;

(c) the Renter shall, during the whole of the Term, take out and maintain, at the Renter's sole expense and in such form and with such insurers as the Association and/or Municipality may reasonably approve, comprehensive general liability insurance including coverage of liability for bodily injury, death and property damage occurring in or about the Licensed Area specifically with respect to commercial host liability with inclusive limits per occurrence of not less than those required by the Association, the Association's insurer, the Municipality or the Municipality's insurer from time to time.

12. Increased Coverage - The Association shall have the right to require the minimum limits of this insurance to be increased if the Association, acting reasonably, determines that such increase is necessary in light of the activities and risks occurring upon or within the Licensed Area by providing to the Renter written notice of the increased limit, in which case, the Renter shall obtain and maintain the aforesaid insurance during the term of this Agreement for the increased limit. All such coverage shall be upon such terms and with such insurers acceptable to the Association and/or the Municipality, all as the Association and/or the Municipality may reasonably determine from time to time. Each of the said insurance policies shall provide that the respective insurers shall give to the Association and the Municipality thirty (30) days' prior written notice of cancellation or alteration of such policies.

13. Insurance Policy Terms - Each policy shall name the Association and the Municipality as an additional insured and each policy shall contain a waiver of cross-claim and subrogation against the Association and the Municipality, their servants, agents and employees and shall protect and indemnify both the Renter, the Association and the Municipality.

14. Compliance with M.D./Municipality Policies - Without limiting the generality of the forgoing, Section 18 of this Schedule and the Renter's obligation to be bound by the Rules and Regulations, the Renter agrees to operate the Licensed Area in accordance with the terms of any specific policy and procedure the Association and/or the Municipality creates concerning the sale and service of alcohol.

15. Safety and Assumption of Risks - The Renter represents and warrants with and to the Association and acknowledges that the Association is relying upon such representations and warranties as follows:

(a) the Renter acknowledges, agrees and represents that they understand that the nature of the activities that they may undertake in the Licensed Area involves risks and dangers of serious bodily injury, including (but not limited to) permanent disability, paralysis and death ("Risks"). These Risks and dangers may be caused by their own actions, or inactions, the actions, or inactions of others participating in the activity or the circumstances in which the activity takes place. There may be other Risks and social and economic losses either not known or readily foreseeable at this time. They fully accept and assume all such Risks and all responsibility for losses, costs and damages incurred as a result of their participation in the activity;

(b) the Renter will ensure that all participants wear all recommended and, where appropriate, certified safety equipment at all times and obey all regulations, rules or general sport guidelines for respectable and safe behavior; and

(c) the Renter agrees to comply with the stated and customary terms and conditions for participation in all activities undertaken during the rental period. If, however, a significant hazard is observed during the rental period, all activity shall cease and such hazard shall be brought to the attention of the nearest official immediately.

16. 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. Assignment - The Renter shall not be entitled to assign this Agreement, either in whole or in part, without the prior written consent of the Association, which consent may be withheld for any reason whatsoever.

18. Compliance with Laws - The Renter shall at all times and in all respects abide by all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority relating to the use and occupation of the Licensed Area.

19. Survival - The Renter's obligations contained this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever until satisfied in full, and shall not be merged upon the execution of any other documentation by the parties.

20. Notices - All notices, communications, requests and statements required or permitted hereunder shall be in writing and shall be sent to the indented recipient as follows

(a) if to the Association c/o _____, Alberta, _____, Attention: _____, Fax: (____) _____, Email: _____; and

(b) if to the Renter at the address and contact information provided on page 1 of this Agreement, or at such other address as each party may from time to time direct in writing.

THIS AGREEMENT made effective the _____ day of _____, 20__.

BETWEEN:

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

OF THE FIRST PART

- and -

THE BEAVER MINES COMMUNITY ASSOCIATION
(hereinafter referred to as the "Licensee")

OF THE SECOND PART

COMMUNITY FACILITY OPERATING AGREEMENT

WHEREAS:

A. The Municipality is the registered owner of those lands legally described as follows:

PLAN 8810351
BLOCK 14
LOT 25
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 1.01 HECTARES (2.5 ACRES) MORE OR LESS

(the "Lands");

B. The "Facility" is located on the lands and consists of: (i) all current or future buildings and improvements located on the Lands as they may exist from time to time, together with any and all equipment, fixtures, structures or improvements now or hereafter located therein or thereon, and (ii) any additions, alterations or improvement to be constructed upon the Lands and the Facility by the Licensee in accordance with the terms hereof;

C. The Municipality desires to grant a non-exclusive license to the Licensee to enable the Licensee to use, occupy and enjoy the Facility and the Lands (collectively referred to as the "Licensed Premises"), and the Licensee has agreed to accept such license, upon, subject to and in accordance with the terms, covenants and conditions contained within this Agreement.

NOW THEREFORE that in consideration of the mutual covenants and agreements contained within this Agreement, other good and valuable consideration, and the sum of \$1.00 now paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged), the parties hereby covenant and agree as follows:

1. **Grant of License:** The Municipality hereby grants to the Licensee a non-exclusive license to use the Licensed Premises for the purposes permitted within this Agreement, and upon, subject to and in accordance with the terms, covenants and conditions contained within this Agreement.

2. **Permitted Use:** The Licensee covenants and agrees with the Municipality that the Licensee shall use the Licensed Premises solely for the operation and maintenance of the Facility upon the Lands to accommodate community events and recreation, and to ensure the Facility is open for public use and benefit (the "Permitted Use") upon, subject to and in accordance with the terms, covenants and conditions contained within this Agreement, as well as those policies and procedures established by the Municipality for the safe, secure and efficient operation of the Facility, as amended or replaced by the Municipality from time to time (the "Policies and Procedures").

3. **Term:** This Agreement shall remain in full force and effect from the ___ day of _____, 20__ (the "Effective Date") to the 1st day of January, 2028 (the "Term"), subject to extension or earlier termination as set forth herein.

4. **Agreement Entire Relationship:** This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

5. **Notices:** Whether or not stipulated in this Agreement, all notices, communication, requests and statements required or permitted under this Agreement shall be in writing. Notices 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 Agreement, provided such delivery shall be during normal business hours. Personally delivered notices shall be deemed received when actually delivered as aforesaid; or
- (b) by fax or email, directed to the party on whom it is to be served at that address set out in this Agreement. Notices so served shall be deemed received on the day of transmission thereof; or
- (c) by mailing registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received 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 7 days prior to the commencement of such postal interruption or 7 days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

6. Address for Notice: All notices to be sent in accordance with this Agreement shall be addressed as follows:

- (a) If to the Municipality then: Municipal District of Pincher Creek No. 9
 Box 279
 Pincher Creek, AB T0K 1W0
 Attention: Chief Administrative Officer
 Fax: 403-627-5070
 Email: cao@mdpincercreek.ab.ca

- (b) If to the Licensee then: The Beaver Mines Community Association

 Attention: _____
 Fax: _____
 Email: _____

7. 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.

8. Schedules: In addition to the provisions contained in the text of this Agreement, the parties shall be bound by the additional provisions found in the schedules of this Agreement as if the provisions of the schedules were contained in the text of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of its authorized signatories, under their respective corporate seals, on the day and year first written above.

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

Per: _____ (c/s)
 Per: _____

THE BEAVER MINES COMMUNITY ASSOCIATION

Per: _____ (c/s)
 Per: _____

SCHEDULE "A"
Terms and Conditions

ARTICLE 1 – DEFINITIONS

1.1 Definitions: In this Agreement, unless the context otherwise requires:

(a) **"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 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:

- (1) endangers the health, safety or welfare of persons or the health of animal life;
- (2) interferes with normal enjoyment of life or property; or
- (3) causes damage to plant life or to property; and

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, the Facility or the Lands;

(b) **"Licensee's Equipment"** means that certain equipment and other personal property owned by the Licensee and listed within Schedule "C" attached to this Agreement, as amended from time to time by agreement in writing between the parties;

(c) **"Parking Areas"** means the portions of the Lands beside the Facility which are now or in the future allocated for the parking of motor vehicles, as from time to time altered, reconstructed or expanded, and includes, without limitation, entrances, roads and other means of access thereto and any parking structures or other parking facilities from time to time constructed on the Lands;

(d) **"Rental"** means short-term rental agreements used when a group or organization requests to use the Facility for:

- (i) one day; or
- (ii) one evening; or
- (iii) one weekend; and
- (iv) that does not occupy permanent space in the Facility;

(e) **"Sub-License"** means longer terms agreements when a group or organization wants to enter into a term greater than those outlined under the definition of Rental and/or the group or organization will be permanently occupying space in the Facility that would not be accessible to other Facility users; and

ARTICLE 2 – GRANT OF LICENSE

2.1 Expiration: Upon the expiry or earlier termination of this Agreement, as the case may be, the limited license granted by the Municipality pursuant to this Agreement shall, without further action or notice, be deemed to be revoked and the Licensee, and those for whom the Licensee is responsible for at law, shall have no right to gain access to or otherwise physically occupy all or any portion of the Licensed Premises or the Facility, except for the limited purpose of carrying out any and all obligations of the Licensee which arise or remain upon such expiry or earlier termination of this Agreement. Further, and except for the

limited revocable license granted to the Licensee pursuant to this Agreement, the Licensee has no other rights to gain access to or occupy all or any part of the Licensed Premises or the Facility and is forever estopped from asserting any claims to the contrary.

2.2 Previous Agreements: Upon the execution of this Agreement by the parties, all existing agreements between the parties respecting the use, occupation and enjoyment of all or any portion of the Licensed Premises shall terminate without further rights, remedies or interests whatsoever.

ARTICLE 3 – FUNDRAISING

3.1 Fundraising Events: The Licensee shall be permitted to host fundraising events related to the Licensed Premises whether located at the Licensed Premises or otherwise, as well as host fundraising events at the Licensed Premises not related to the Licensed Premises, provided that:

- (a) the Municipality provides written approval with respect to the same; and
- (b) the Municipality has the authority to direct the use of funds raised through any fundraising event related to the Licensed Premises.

ARTICLE 4 – COSTS

4.1 Goods and Services Tax: All amounts or payments stated or otherwise contemplated within this Agreement are deemed to be exclusive of goods and services tax (or any other value added of sales tax replacing such tax) which tax, if applicable, shall be payable in addition to the amount required.

4.2 Costs: Save and except for as specifically set forth otherwise within this Agreement, the Licensee shall be responsible for any and all costs associated with the operation, maintenance and repairs of the Licensed Premises.

4.3 Taxes: The Licensee shall pay all business, sales, equipment, machinery or other taxes, charges and license/permit fees levied or imposed by any competent authority respecting the business conducted, and the sales and income received, by the Licensee upon or within the Licensed Premises, as well as respecting the Licensee's Equipment, provided that the Licensee shall not be responsible for payment of any part of the property taxes which may be levied in respect of the Licensed Premises.

ARTICLE 5 – ASSIGNMENT AND SUBLICENSE

5.1 Rental: Subject to the Policies and Procedures established by the Municipality from time to time, the Licensee must enter into a facility rental agreement approved by the Municipality. Such short term Rental shall not require the written consent of the Municipality.

5.2 Permitted Sub-Licensing: Subject always to the Policies and Procedures established by the Municipality from time to time, and subject to obtaining the Municipality's prior written consent, the Licensee shall be permitted to Sub-License all or portions of the Licensed Premises for periods beyond short term Rental as contemplated within this Agreement. Without restricting the foregoing, Sub-Licenses shall be subject to the execution of a Sub-License agreement acceptable to the Municipality, acting reasonably, and any additional use limitations and/or insurance requirements as may be imposed from time to time as part of the Municipality's consent and approval or the requirements of the Policies and Procedures.

5.3 Prohibited Assignment or Sublicensing: Save and except for as specifically provided for within this Agreement, the Licensee shall not assign or otherwise transfer this Agreement or any of the rights and privileges contained herein, nor sub-license or share possession of the Licensed Premises, in each case either in whole or in part, without first obtaining the prior written consent of the Municipality in each and every case. In this regard, a transfer of shares resulting in a change of voting control of a corporate Licensee, or any other form of amalgamation or merger of the Licensee with any other corporate entity or society, shall be deemed to be a prohibited assignment.

ARTICLE 6 – OPERATION

6.1 Operational Requirements: Without restricting in any manner whatsoever the generality of the forgoing, Licensee shall:

- (a) operate the Licensed Premises in a first class standard and reputable manner, and in a manner befitting the character of the Licensed Premises and the community-at-large;
- (b) act diligently and use all proper and reasonable efforts consistent with good business practice at all times;
- (c) use the Licensed Premises only in accordance with the terms and provisions of this Agreement;
- (d) provide appropriately qualified staff to carry out the obligations of the Licensee hereunder. The Licensee shall be responsible for the payment of all costs and benefits related to the Licensee's employees, including but not limited to, holiday pay, sick time allowance, employment insurance, worker's compensation, Canada Pension or any other pension plan contributions, health care insurance premiums, liability insurance, and/or group life insurance, if and where applicable;
- (e) upon request from the Municipality, provide evidence of coverage under the *Workers' Compensation Act* (Alberta), as amended, such evidence to include coverage of the Licensee and all its employees and subcontractors;
- (f) observe and comply with all agreements entered into by the Municipality and affecting the Licensed Premises from time to time as contemplated within this Agreement (including, without restriction, licenses to permit utility crossings through the Lands), provided always that such compliance with agreements arising after the date of the execution of this Agreement does not conflict with this Agreement nor any other enforceable agreement affecting the Licensee's operations upon or within the Licensed Premises;
- (g) assume the role of "prime contractor" and/or "employer", as that term is defined in the *Occupational Health and Safety Act* (Alberta), as amended, as it relates to the Licensee's operations and activities within the Facility, including without restriction the construction of any improvements or alterations to the Facility by the Licensee in accordance with the provisions hereof; and
- (e) obtain and maintain all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the Licensee's obligations under this Agreement, including, without restriction, those related to the sale and service of alcohol.

6.2 Policies and Procedures: The Policies and Procedures established by the Municipality for the safe, secure, and efficient operation and maintenance of the Licensed Premises:

- (a) may be implemented before or after the date of the

execution of this Agreement;

(b) shall be of general application to all users of the Licensed Premises;

(c) may be amended or replaced by the Municipality from time to time, such amendments or replacements to be in full force and effect from and after the time that the amendments and/or replacements, as the case may be, are given by the Municipality to the Licensee; and

(d) shall in all respects be observed and performed by the Licensee and Licensee shall cause such observance and performance by all its employees, agents, invitees, contractors, attendees, concessionaires and anyone else for whom Licensee is liable for at law.

The Licensee shall observe and comply with all Policies and Procedures implemented from time to time by the Municipality. For the enforcement of all Policies and Procedures the Municipality shall have available to it all remedies in this Agreement provided for a breach of any provision of this Agreement and all legal rights and remedies including injunction, whether or not provided for in this Agreement, both at law and in equity.

6.3 Community Use and Access: The Municipality reserves the right to require and permit open public access to the Licensed Premises for use by the public in common with the Licensee and its invitees. Notwithstanding the forgoing, the Licensee shall be entitled to secure the Facility and restrict access to all or portions of the Facility for the purposes of ensuring reasonable safety and security to the Facility or other areas of the Licensed Premises.

6.4 Compliance with Laws: The Licensee shall carry out all its obligations hereunder in compliance with any and all statutes, bylaws, rules and regulations of any Federal, Provincial, Municipal or other competent authority for the time being in force (including, without limitation, those dealing with health and safety matters and nuisances), and the Licensee shall not do or cause anything upon the Licensed Premises in contravention thereof.

6.5 Permitted Signage: The Licensee shall not erect, install or maintain any outdoor sign on the Licensed Premises in any manner which contravenes applicable municipal bylaws relating to signage in effect from time to time. At the expiration or earlier termination of this Agreement, the Licensee shall, if required to do so by the Municipality, remove any such sign or signs and repair any loss or damage to the Licensed Premises, all at the Licensee's sole expense.

ARTICLE 7 – ACCEPTANCE

7.1 Acceptance of Licensed Premises: The execution of this Agreement by the Licensee shall be conclusive evidence, as against the Licensee, that the Licensed Premises is accepted by the Licensee "as is, where is" as at the Effective Date.

7.2 Utility Connections: If the Licensee requires new connections to, or an extension of, a utility or other service to the Licensed Premises, the Licensee shall be responsible for the cost of such work and the supply of the new utility or service and shall, if required by the Municipality, provide for separate metering of such utility or service.

7.3 No Representations or Warranties: The Licensee acknowledges and agrees that there are no warranties or

representations given by the Municipality to the Licensee, either express or implied, relating to all or any portion of the Licensed Premises, the Facility or the Lands, nor the condition or quality of the foregoing, nor the suitability of the Licensed Premises for the purposes intended by the Licensee. The Licensee has relied totally upon its own investigations of the Licensed Premises and due diligence in entering into this Agreement and is forever estopped from making any claim to the contrary against the Municipality.

ARTICLE 8 – CLEANING, MAINTENANCE AND REPAIR

8.1 Licensee's Obligations: At all times during the Term the Licensee shall, at its sole cost and expense, properly and sufficiently repair, decorate, maintain, mend and keep the Licensed Premises in good and substantial repair, and repair and maintain all fixtures, equipment and furniture which at any time during the Term are located or erected on or within the Licensed Premises. Such repair and maintenance is to be performed by the Licensee when, where and as often as necessary to ensure the Licensed Premises shall be clean and tidy at all times so as not to be offensive to the public. Without restricting the foregoing, the Licensee shall be responsible for those maintenance obligations identified within Schedule "B" attached to this Agreement as being the Licensee's responsibility. The Licensee shall ensure that all of its maintenance and repairs as set out within this Agreement shall be performed to a standard at least equal to the quality of the original work and material and shall meet the requirements of applicable municipal and/or governmental authorities and applicable fire insurance underwriters. All maintenance and repairs to be carried out by the Licensee as set forth herein are to be handled expeditiously and in a good workmanlike manner.

8.2 Equipment: In the event of theft, disappearance or vandalism to all or any of the furniture, equipment, fixtures and inventory in the Licensed Premises, said items shall be repaired or replaced by the Licensee as soon as reasonably practicable at the Licensee's cost, provided that if such item is covered by insurance, the Licensee shall pay any deductible relating to such insurance.

8.3 Municipality May Repair: If the Licensee fails to carry out any of its obligations as required in this Article 8 and further, if within 10 days (or such other period as the Municipality feels is reasonable in the circumstances) of receipt of notice from the Municipality to carry out such obligation or obligations the Licensee fails to do so, the Municipality may (but is not obligated to), without prejudice to any of its other rights under this Agreement or otherwise, carry out such obligation(s) without liability to the Licensee for any loss or damage of any kind by reason thereof and, upon completion thereof, the Licensee shall, on demand, pay the Municipality's cost of carrying out such obligation(s).

8.4 Municipality's Obligations: Subject to the performance of the obligations of the Licensee contained within this Agreement, the Municipality shall be responsible for those capital works related to the Licensed Premises as the Municipality, in its sole discretion, deems necessary, unless the same is necessitated or caused by the misconduct or negligence of the Licensee or any of its employees, agents, contractors, invitees, attendees, volunteers or any other person(s) for whom the Licensee is liable

at law or by the breach of this Agreement by the Licensee, in which case the Licensee shall be solely responsible for the same at its cost.

8.5 Municipality Not Responsible: The Municipality shall not be liable for any loss or damage to any person or property arising from its failure to maintain or repair in accordance with this Article 8 and the Licensee releases the Municipality accordingly and is forever estopped from making any claim against the Municipality to the contrary; provided however, that the provisions of this Section shall not apply in the event of loss or damage to any person or property arising due to the negligence of the Municipality.

8.6 Hazardous Substances: The Licensee hereby represents, covenants and warrants to and in favour of the Municipality that in carrying out its obligations hereunder:

(a) it shall not allow any Hazardous Substance to be placed, held, located or disposed of on, under or at the Licensed Premises, without the prior written consent of the Municipality;

(b) the Licensee shall not allow any part of the Licensed Premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the handling, disposal and emission of Hazardous Substances;

(c) to the extent that any Hazardous Substance is, subject to the Municipality's consent as herein provided, utilized, placed, held, located or disposed of on, under or at any part of the Licensed Premises in accordance with the terms hereof, the Licensee:

(i) shall comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage and disposal of the Hazardous Substance, as well as all terms or conditions required by the Municipality;

(ii) shall, at the request of the Municipality, provide evidence to the Municipality of compliance with all applicable laws, regulations and other requirements, such evidence to include inspection reports and such tests as the Municipality may reasonably require, all at the Licensee's expense;

(iii) acknowledges and agrees that all such Hazardous Substance shall be and remain the sole and exclusive property of the Licensee and shall not become the property of the Municipality notwithstanding the degree of affixation to the Licensed Premises of the Hazardous Substance or the goods containing the Hazardous Substance, and notwithstanding the expiry or early termination of this Agreement; and

(iv) acknowledges and agrees that upon the expiration or early termination of this Agreement, the Licensee at its sole expense shall remove and dispose of all Hazardous Substances and all storage tanks and other containers therefor in accordance with all applicable environmental laws and to the extent required by the Municipality, and to the extent that such removal and disposal involves any excavation work at the Licensed Premises, the Licensee shall restore the Licensed Premises to the same grade level and condition as immediately prior to the excavation, using only clean uncontaminated soil and other material satisfactory to the Municipality.

ARTICLE 9 – ALTERATIONS AND IMPROVEMENTS

9.1 Alterations and Improvements: The Licensee shall not, without first obtaining the Municipality's written approval

thereto, which approval may be unreasonably withheld or delayed:

(a) make or cause to be made any alterations, additions or improvements or erect or cause to be erected any partitions or install or cause to be installed any trade fixtures, floor coverings, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Licensed Premises, the Lands or any buildings located thereon, provided however, that temporary improvements such as equipment and other items may be installed in support of any event taking place at the Licensed Premises (pursuant to the provisions hereof) if such improvements or the removal thereof does not damage the Licensed Premises or any part thereof; or

(b) install in or for the Licensed Premises any special locks, safes, or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating equipment or systems.

9.2 Plans and Specifications: Prior to the construction of any alterations or improvements upon or within the Licensed Premises or the Lands, all of which shall be constructed at the sole cost of the Licensee, and in strict conformance with the plans and specifications approved by the Municipality below, the Licensee shall:

(a) instruct the Licensee's contractor(s) or engineering consultant(s) to prepare plans depicting the alterations or improvements in accordance with Municipality's standards and requirements together with the estimated costs of constructing and installing the alterations or improvements, all of which are to be reasonably satisfactory to the Municipality; and

(b) submit the plans to the Municipality's administration for review and acceptance by the Municipality, and receive the Municipality's approval and acceptance of such plans, which such approval may be withheld in the sole discretion of the Municipality.

9.3 Conditions on Approval: The Municipality's approval shall be subject to such conditions as the Municipality deems appropriate, acting reasonably, on a case by case basis (including, without restriction, the removal or forfeiture of alterations and improvements upon the expiration or earlier termination of this Agreement).

ARTICLE 10 – MUNICIPALITY'S RIGHT TO USE AND ACCESS LICENSED PREMISES

10.1 Access: In fulfilling its obligations pursuant to this Agreement, and in addition to the Municipality's rights to enter the Licensed Premises as set forth elsewhere within this Agreement, the Municipality shall be entitled to enter the Licensed Premises at all times, and in a manner which does not unreasonably prevent the Licensee from complying with its obligations hereunder (unless circumstances make this unavoidable, as determined by the Municipality, acting reasonably) and the Municipality shall act as expeditiously as is reasonably possible in the circumstances. Without restricting the foregoing, the Municipality may enter the Licensed Premises at any reasonable time during business hours for any purpose and at any time during an emergency as determined by the Municipality, acting reasonably.

10.2 Security Locks and Codes: The Licensee shall not change any locks, security codes, or security devices without first obtaining the prior written consent of the Municipality in each

and every case. At all times, the Licensee shall provide the Municipality with all necessary keys and codes to enter all or any part of the Licensed Premises as aforesaid, and the Licensee shall deposit duplicates of all access keys not issued by the Municipality to the designate of the Municipality. The Licensee accepts full responsibility for the control and issuance of keys issued for the Licensee's operations on or within the Licensed Premises, and shall maintain up-to-date records of such transactions. Where keys are lost or otherwise no longer available to the Licensee, all costs to re-secure the areas that could be rendered insecure through such loss shall be at the expense of the Licensee.

10.3 Alterations: The Municipality may attend upon the Licensed Premises and make any changes and/or additions to all or any portion of the Licensed Premises (including without restriction, the apparatus, appliances, conduits, ducts, equipment, pipes or structures of any kind in the Licensed Premises) in its unfettered discretion. The rights set forth in this Section may be exercised by the Municipality without the Municipality being responsible or liable in any way whatsoever for any matter, cause or thing to the Licensee, subject only to damages suffered by the Licensee which are directly attributable to the negligence of the Municipality in making the aforesaid changes and/or additions. Notwithstanding anything contained within this Agreement, the Municipality shall be entitled to utilize or grant licenses to third parties to utilize portions of the Lands for the purposes of constructing, operating and maintain any public utilities (including, as contemplated within Section 671 of the *Municipal Government Act* (Alberta), as amended), provided always that the said use shall not prevent or unreasonably interfere with the continued use of the Licensed Premises by the Licensee for the Permitted Use. In the event that the Municipality deems it necessary or appropriate to cause or allow the Municipality or third parties to construct, install or perform such other work upon or within the Licensed Premises or the Lands as may be deemed necessary in the sole discretion of the Municipality, the Licensee shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the Municipality or any person to whom the Municipality has granted such permission, and further, the Licensee shall forthwith upon the request of the Municipality, execute such further documentation as deemed appropriate in the sole discretion of the Municipality for the purposes of expediting or permitting the construction, installation or performance of such work within the Licensed Premises or the Lands by the Municipality or any nominee, permittee or Licensee of the Municipality.

ARTICLE 11 – INSURANCE

11.1 Licensee's Insurance: The Licensee shall, during the whole of the Term, take out and maintain, at the Licensee's sole expense and in such form and with such insurers as the Municipality may reasonably approve:

(a) Appropriate insurance coverage in a form and amount consistent with the practices of a prudent society operating a similar facility in Alberta, and, in any event, in compliance with all applicable laws affecting the Licensee;

(b) together with such other insurance or coverage as the Municipality may reasonably require from time to time.

The Municipality shall have the right to require the minimum limits of this insurance to be increased or require additional insurance if the Municipality, acting reasonably, determines that such increase or addition is necessary in light of the activities and risks occurring upon or within the Licensed Premises by providing to the Licensee written notice of the increased limit or addition, in which case, the Licensee shall obtain and maintain the aforesaid insurance during the term of this Agreement for the increased limit or addition. All such coverage shall be upon such terms and with such insurers acceptable to the Municipality, all as the Municipality may reasonably determine from time to time. Each of the said insurance policies shall provide that the respective insurers shall give to the Municipality 30 days' prior written notice of cancellation or alteration of such policies and further, shall name the Municipality as an additional insured or a named insured, as applicable. Further, each policy shall contain a waiver of cross-claim and subrogation against the Municipality, its elected officials, officers, servants, employees, contractors, agents, insurers, administrators, representatives, successors and assigns, and shall protect and indemnify both the Licensee and the Municipality.

11.2 Certificates of Insurance: Certificates of insurance or, if required by the Municipality, certified copies of each such insurance policy, as the case may be, evidencing any of the insurance required to be obtained and maintained by the Licensee hereunder will be delivered to the Municipality annually, on or prior to the ____ day of _____ each year during the Term. Further, the acquisition and maintenance by the Licensee of the insurance policies as required pursuant to this Article 11 shall, in no manner whatsoever, limit or restrict the liability of the Licensee to the Municipality under this Agreement or the Municipality's ability to enforce its rights as against the Licensee under this Agreement.

11.3 Municipality's Insurance: The Municipality shall maintain such liability and building insurance for the Facility as the Municipality, in its sole discretion, feels is necessary. For the purposes hereof, the Municipality shall provide such documentation and information to the Licensee respecting such coverage as requested from time to time. The Licensee shall be responsible for any deductibles payable by the Municipality as a result of any insurance claims arising due to the use or occupation of the Licensed Premises by the Licensee. The Municipality may, at its sole option, include the Licensee in relation to its occupation of the Licensed Premises as an additional insured under the Municipality's liability policies of insurance. Inclusion of the Licensee shall be subject to such cost arrangement as the Municipality and the Licensee may agree upon in writing. The Licensee acknowledges and agrees that any equipment or other personal property not owned by the Municipality shall not be covered under any of the Municipality's policies of insurance, and consequently shall be at the sole risk of the Licensee and the Licensee's own coverage under Section 11.1 hereof.

11.4 Increases in Rates: The Licensee shall not do, nor omit or permit to be done, upon the Lands or the Facility, as the case may be, any act, occurrence or thing which shall cause any rate of insurance upon the Lands or the Facility or any part thereof to be increased or cause any insurance to be cancelled. If any such rate of insurance shall be increased as aforesaid, the Licensee shall

pay to the Municipality the amount of the increase on demand. If any insurance policy upon the Facility or any part thereof is cancelled or threatened to be cancelled by reason of the use or occupancy by the Licensee or any act or omission as aforesaid, the Licensee shall forthwith remedy or rectify such use, occupation, act or omission upon being requested to do so by the Municipality.

ARTICLE 12 – SUBSTANTIAL DAMAGE AND DESTRUCTION

12.1 Substantial Damage or Destruction

(a) In the event of substantial damage or destruction of the Facility, as determined solely by the Municipality, acting reasonably, the Municipality may terminate this Agreement on 30 days' written notice.

(b) In the event the Municipality elects not to terminate this Agreement in accordance with Section 12.1(a) above, the Licensee and the Municipality may agree to repair such damage in accordance with Section 12.2 hereof, to the limits of the proceeds of insurance that the Municipality and/or the Licensee maintains pursuant to this Agreement.

12.2 Distribution of Insurance Proceeds: Unless otherwise agreed to by the parties, the proceeds of any insurance to be maintained by the Licensee under this Agreement which are received by the Municipality and/or the Licensee as a result of the damage or destruction of the Facility, or a portion thereof, shall be applied to the costs of repairing, replacing, or reconstructing the Facility.

12.3 Licensee to Assist: In the event the Municipality elects to terminate this Agreement in accordance with Section 12.1(a) above, the Licensee shall cooperate with and assist the Municipality after such damage or destruction, including without restriction, producing all records required to be maintained hereunder, making all employees and contractors available for interview, and attending all meetings with the Municipality's insurance adjusters.

ARTICLE 13 – INDEMNITY, SECURITY, LIENS

13.1 Licensee's Indemnity: The Licensee shall at all times and without limitation, indemnify and save harmless the Municipality, its elected or appointed officials, officers, servants, employees, contractors, agents, insurers, administrators, representatives, successors and assigns of and from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind, which any of the Municipality, its elected or appointed officials, officers, servants, employees, contractors, agents, insurers, administrators, representatives, successors and assigns may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to:

(a) any act or failure to act, as the case may be, of the Licensee and/or any of those persons for whom the Licensee is responsible at law (including without limitation, any of the Licensee's employees, agents, contractors, invitees, attendees or volunteers);

(b) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement contained in this Agreement to be fulfilled, kept, reserved or performed, as the case may be, by the Licensee;

(c) personal injury or death or damage to any property, as the case may be, relating directly or indirectly to the use or occupation of the Licensed Premises or to any part thereof; or

(d) the alteration, postponement, interruption, cancellation or termination of any proposed or actual use of all or any part of the Licensed Premises or the Facility by the Licensee or any other person or otherwise arising.

13.2 Environmental Indemnity: Without limiting the generality of Section 13.1, the Licensee hereby indemnifies and saves harmless the Municipality, and its elected or appointed officials, officers, servants, employees, contractors, agents, insurers, administrators, representatives, successors and assigns from and against any and all losses, liabilities, damages, costs (including legal costs on a solicitor and his own client full indemnity basis) and expense of any kind whatsoever including, without limitation:

(a) those arising from a breach by the Licensee of Section 8.6;

(b) the costs of defending, counter-claiming or claiming over against third parties in respect of any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels;

(c) any cost, liability or damage arising out of a settlement of any action entered into by the Municipality with or without the consent of the Licensee; and

(d) the costs of repair, clean-up or restoration paid by the Municipality and any fines levied against the Licensee; which at any time or from time to time may be paid, incurred or asserted against the Municipality, or its elected or appointed officials, officers, servants, employees, contractors, agents, insurers, administrators, representatives, successors or assigns, as to a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Substances from the Licensed Premises after the Licensee's occupancy thereof onto any lands (including the Lands), into the atmosphere or into any water.

13.3 Personal Injury and Property Damage: Notwithstanding anything in this Agreement to the contrary, neither the Municipality nor any of its elected or appointed officials, officers, servants, employees, contractors, agents, insurers, administrators, representatives, successors and assigns, as the case may be, shall, except as directly caused by the negligence of the Municipality, in any way whatsoever be liable or responsible for:

(a) any loss or damage of any nature whatsoever, howsoever caused, to any property belonging to the Licensee while such property is in or about the Licensed Premises;

(b) any injury or death, howsoever caused, to any person while in or about the Licensed Premises; or

(c) any special, incidental or consequential damages for loss of profits, for loss of goodwill, for loss of use, for loss of savings or revenue, costs of capital, or the claims of third parties arising in any way whatsoever (including, without limitation, arising by virtue of the fact that any or all utilities are not being supplied to

the Facility or the Licensed Premises or due to any existing or intended event not occurring at the Facility or the Licensed Premises).

Further, the Licensee hereby waives and releases, on behalf of itself and those for whom it is responsible at law, any and all claims against the Municipality for any matter, cause or event as described in this Section and the Licensee shall be forever estopped from advancing any such claims against the Municipality.

13.4 Liens: The Licensee shall, immediately upon demand by the Municipality, remove or cause to be removed, and thereafter institute and diligently prosecute any action pertinent thereto, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Municipality. Without limiting the foregoing obligations of the Licensee, the Municipality may cause any such lien to be removed, in which case the Licensee shall pay to the Municipality the cost thereof, including the Municipality's complete legal costs (on a solicitor and his own client full indemnity basis), on demand.

ARTICLE 14 – DEFAULT, REMEDIES, TERMINATION

14.1 Default: If and whenever:

(a) the Licensee shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any statute that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver or receiver and manager shall be appointed for the affairs, business, property or revenues of the Licensee; or

(b) the Licensee, if a corporation or society, is dissolved, is subject to an application to wind up, or otherwise fails to remain in good standing under the applicable legislation pursuant to which it is incorporated, organized or otherwise created; or

(c) if the Licensee neglects or fails to observe, perform or comply with each and every of its covenants or obligations under this Agreement and shall persist in such neglect or failure after 10 days following written notice from the Municipality requiring that the Licensee cure such neglect or failure or, in the case of any such neglect or failure which would reasonably require more than 10 days to cure but could be cured within a commercially reasonable period of time, all as determined by the Municipality acting reasonably, unless the Licensee shall commence rectification as soon as reasonably possible within the said 10 day notice period and thereafter promptly and diligently and continually proceed to cure such neglect or failure within such commercially reasonable period of time;

then, in each of such events which are events of default, at the option of the Municipality, and in addition to and without prejudice to any other rights or remedies the Municipality may have hereunder or at law or equity (including, without limitation, injunctive relief), the Municipality may do all or any of the following, namely, enter upon the Licensed Premises, expel all occupants thereof utilizing such force as it may deem reasonably necessary for the purpose thereof, remove all property of the Licensee from the Licensed Premises and terminate this Agreement. The Licensee hereby releases the Municipality from all actions, proceedings, claims and demands whatsoever for or in

respect of any action taken by the Municipality in the event of a default by the Licensee as aforesaid.

14.2 Municipality May Perform: If the Licensee shall fail to observe, perform or comply with any of its covenants, agreements or obligations under this Agreement, the Municipality may, but shall not be obliged to, at its discretion and without prejudice to any other right, claim or action it may have, rectify such non-observance, non-performance or non-compliance, as the case may be, whether or not performance by the Municipality on behalf of the Licensee is otherwise expressly referred to in the applicable Section of this Agreement. Any such performance by or at the behest of the Municipality shall be at the expense of the Licensee and the Licensee shall pay to the Municipality on demand the cost thereof.

14.3 Costs and Interest: In addition to and without derogating from the provisions hereof, all costs, expenses and expenditures, incurred by the Municipality in exercising any of its rights upon any default by the Licensee hereunder, including, without limitation, the legal costs incurred by the Municipality on a full indemnity basis as between solicitor and his own client shall, forthwith on demand, be paid by the Licensee to the Municipality on demand. All other sums due to the Municipality pursuant to the terms of this Agreement shall be paid by the Licensee promptly when due, and if not so paid, shall bear interest from their respective due dates at the rate of 10% percent per annum, both before and after default, demand and judgment.

14.4 Obligations of the Licensee on Termination or Expiry: Upon expiry of the Term of this Agreement or earlier termination of this Agreement and, in addition to the other obligations of the Licensee as set forth herein, the Licensee shall, at its sole cost:

(a) vacate and leave the Licensed Premises and all fixtures in the same state and condition as it was in as at the Effective Date subject to only reasonable wear and tear, provided however that if any part of the Licensed Premises is replaced, upgraded, or constructed upon after the Effective Date, then such part shall be left in the same state and condition as it was in immediately after such replacement, upgrade or construction, as the case may be, subject only to reasonable wear and tear thereafter; and

(b) immediately surrender all keys to the Facility and the Licensed Premises to the Municipality and shall inform the Municipality of all combinations to locks, safes and vaults, if any, in the Licensed Premises.

14.5 Termination

The Municipality may terminate this Agreement upon 90 days' written notice.

ARTICLE 15 – GENERAL PROVISIONS

15.1 Registration: Notwithstanding anything herein contained to the contrary, the provisions of this Agreement do not in any way whatsoever constitute or create an interest in all or any portion of the Lands in favour of the Licensee. Neither the Licensee nor anyone on the Licensee's behalf or claiming under the Licensee shall register this Agreement or any instrument relating to this Agreement against the Lands.

15.2 Survival: The provisions of this Agreement which, by their context are meant to survive the expiry or earlier termination of this Agreement (including, without limitation, the indemnities provided herein) shall survive the expiry or earlier termination of

this Agreement, as the case may be, and shall not be merged therein or therewith and further, shall bind the parties accordingly.

15.3 Enurement: This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors, the assigns of the Municipality and the respective successors and permitted assigns of the Licensee.

15.4 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.

15.5 Time of the Essence: Time shall be of the essence of this Agreement.

15.6 Relationship Between the Parties: Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

15.12 Remedies Generally: All remedies, whether available at law or in equity or by statute or expressly provided for in this Agreement may be exercised in addition to each other or in combination, such remedies being cumulative and not alternative.

SCHEDULE "B"
Licensee's Maintenance Obligations

Further and in addition to the provisions of Article 8 of this Agreement, the Licensee shall supervise, operate, and maintain the Facility for and on behalf of the Municipality, and provide related services to allow for the continuous operation of the Facility.

The Licensee will report to and take directions from the Municipality and such representatives as the Municipality may direct. The Licensee will prepare and file such reports and records with appropriate parties and the Municipality as may be necessary in the course of its duties, and as required by the Municipality or authorities having jurisdiction.

Without limiting the generality of the foregoing, the Licensee shall carry out the following maintenance and repair obligations at its sole cost to the reasonable satisfaction of the Municipality:

1. **Maintenance and Repair:** maintain and repair all structures, improvements and fixtures comprising the Licensed Premises, or otherwise contained within the Licensed Premises, to a condition substantially similar to the condition as existed as of the Effective Date or on the date upon which the items were installed within or located upon the Licensed Premises (reasonable wear and tear excepted). The Licensee shall provide, at its cost, all supplies, parts and materials required to carry out the foregoing.
2. **Structural Repairs and Replacements:** without limiting the generality of Section 1 above, and subject to Section 8.4 of Schedule "A", major repairs to, and replacements of, all structural components of the Licensed Premises and the Facility (consisting of roof trusses and structural ceiling members, foundations, structural floor members, and weight-bearing walls);
3. **Parking Areas:** repairs to the Parking Areas located upon the Lands;
4. **Snow Removal for Parking Areas:** removal of snow and ice from the Parking Areas, walkways, sideways, driveways and entranceways located upon the Lands;
5. **Landscaping & Yard Maintenance:** maintaining all of the landscaped areas surrounding the Licensed Premises;
6. **Supervision:** the Licensee shall provide supervision of the Licensed Premises at all times when the same is open to the public;
7. **Inspect:** Subject to Section 8.2 of Schedule "A", undertake inspections of the Facility, the Licensee's Equipment, and all equipment contained therein (including without restriction those items listed in Section 8.1 of Schedule "A") as frequently as would a prudent owner of same, prepare and submit reports on the findings of the inspections to the Municipality when requested, and advise of actions taken or recommended, resulting from such inspections. Without limiting the generality of the foregoing, the Licensee shall report to the Municipality all deficiencies respecting the Licensed Premises as the Licensee may be or become aware of through the performance of their duties, and notify the Municipality of any repairs necessary to the Facility and all related equipment;
8. **Records and Reporting:** provide all such written and verbal reports as required by the Municipality regarding the Licensee's operation and management of the Licensed Premises. The Licensee will make available such information, including data, documents, and accounting records, as the Municipality may require from time to time to allow the Municipality to evaluate the quality and progress of the Licensee's work hereunder.
9. **Preventative Maintenance:** preventive maintenance for the Licensed Premises, the Facility and the Licensee's Equipment in accordance with such preventive maintenance plan as may be reasonably required by the Municipality so as to ensure the condition required under this Agreement;
10. **Janitorial Services:** perform all janitorial and cleaning services as required from time to time in order that the Licensed Premises and all constituent parts thereof are, at all times, in a clean and first-class condition, all as determined by the Municipality, acting reasonably. The Licensee shall provide, at its cost, all supplies, parts and materials required to carry out the foregoing;
11. **Garbage Services:** not allow any refuse, garbage or other loose or objectionable or waste material to accumulate in or about the Licensed Premises, and shall dispose of the same in accordance with applicable regulations and laws. In the event that the Municipality does not supply a garbage service for the Facility or the Licensed Premises, the Licensee shall contract, obtain or otherwise perform all services necessary to remove and properly dispose of all garbage and solid waste produced or otherwise located upon or within the Licensed Premises;
12. **Snow Removal:** keep the Licensed Premises, including all entrances, sidewalks and pathways within the Licensed Premises free of snow and ice, excluding Parking Areas;
13. **Equipment:** the Licensee shall maintain and repair and keep in good condition any and all of its own equipment and chattels located from time to time upon or within the Licensed Premises, including, but not limited to the Licensee's Equipment listed in Schedule "C" attached to this Agreement. The Licensee shall provide, at its cost, all supplies, parts and materials required to carry out the foregoing;
14. **Decoration:** the Licensee shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork of the Licensed Premises, or change the existing colours of the interior of the Licensed Premises, all without the written approval of the Municipality which approval may be arbitrarily withheld;
15. **Scheduling:** the Licensee shall be responsible for scheduling of all activities at the Facility, and providing the Municipality, on a weekly basis, Facility usage schedules outlining the scheduled usage for the following week;
16. **Facility Billing:** the Licensee shall undertake billing of all third parties for Facility bookings, and the accounts receivable related to the same; and
17. **Safety & Evacuation Protocols:** the Licensee shall ensure that all employees and contractors of the Licensee shall be familiar with and abide by the Municipality's safety and evacuation protocols and procedures respecting the Facility.

SCHEDULE "C"
Licensee's Equipment

The following equipment is provided by the Licensee for use upon or within the Licensed Premises for the purposes permitted within this Agreement, and shall remain the property of the Licensee:

| | Description | Make/Manufacturer | Model | Serial No. |
|-----|-------------|-------------------|-------|------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |

Recommendation to Council

| | | | |
|--|-------------|---|---------------------|
| TITLE: FUNDING REQUEST FROM TOWN OF PINCHER CREEK | |  | |
| PREPARED BY: Sheldon Steinke | | DATE: February 19, 2019 | |
| DEPARTMENT: Administration | | | |
| | | | ATTACHMENTS: |
| Department Supervisor | Date | 1. Email, dated February 13, 2019, with accompanying letter | |
| APPROVALS: | | | |
| | |  | 20 Feb 19. |
| Department Director | Date | Interim CAO | Date |

RECOMMENDATION:
That Council deny the request from the Town of Pincher Creek.

BACKGROUND:

On February 7, 2019, the MD received the attached email from the Town of Pincher Creek, requesting that the MD contribute a portion of \$8,000, which would allow the Handi-Bus to operate during the summer months.

Upon investigation, the portion requested is thought to be \$4,000.

In October 2018, Councils for both the Town of Pincher Creek and the MD of Pincher Creek collectively determined the funding amounts to be provided to the 28 various organizations that submitted funding applications.

FINANCIAL IMPLICATIONS:

This amount has not been budgeted for 2019. Council would need to determine which account to access to fund this request.

Tara Cryderman

From: FCSS <fcss@pinchercreek.ca>
Sent: Wednesday, February 13, 2019 9:14 AM
To: Tara Cryderman
Subject: Request to MD Council
Attachments: Md letter re Handi Bus.pdf

Hi Tara;

Attached is a letter regarding supplementary funding for the Hand Bus Society. The request relates to continuation of service through the summer months. I would appreciate it if you could forward this to your CAO for Council's consideration.

Thanks,

David Green
Coordinator
Transportation



TOWN OF PINCHER CREEK

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

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

e-mail: reception@pinchercreek.ca

web page: www.pinchercreek.ca



February 13, 2019

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

Attention: Reeve and Councillors
Re: Supplementary Funding for the Handi-Bus

Dear Reeve and Councillors;

It was brought to the attention of Town Council that the local Handi-bus Society does not offer service through July and August. This is the result of the change in Joint Council funding from \$28,000.00 in 2010 to a most recent grant of \$20,000.00 (for the past two years).

It was the decision of the Pincher Creek Transportation Committee to request Town Council's consideration for the provision of an additional \$8,000.00 in funding to allow the Handi Bus to continue operations through July and August. The committee recommendation was forwarded to Council. Consequently, at the January 14 meeting of Town Council, the following motion was approved:

"That Council for the Town of Pincher Creek approve a portion of the requested \$8,000.00 and submit a request to the Municipal District of Pincher Creek for the balance."

The Handi Bus Society has provided service in our Community since 1985. Since 2010, the Society has received funding from Joint Council. As previously stated, the grant amount has varied from \$28,000.00 to \$20,000.00 over nine years.

The Handi Bus Society exists to provide transportation to our seniors, persons with disabilities and medically-at-risk persons. The Society provides safe, affordable, door-to-door, wheelchair accessible transportation to the citizens of the Town of Pincher Creek and the MD of Pincher Creek. The service is unique and affordable.

Seniors and persons with disabilities are often isolated from the community due to a lack of transportation. The Handi Bus Society provides an option for people to access community activities and to attend to their social and medical needs. Youth with special needs also access specialized transportation for early intervention, social, medical and recreational activities .

The Handi Bus only provides door-to-door wheelchair accessible transportation to individual citizens or small groups that reside in their homes or assisted living facilities.

In June of 2017, Council for the Town of Pincher Creek passed Resolution #17-222 approving matching funds up to \$45,000.00 for the purchase of a new vehicle for the Handi Bus Society. That purchase has been completed and the new vehicle is in service. The 2018-2019 Handi Bus Operating Contract has been signed.

Council for the Town of Pincher Creek would appreciate your consideration for supplementary funding to allow the service to continue through the months of July and August.

Sincerely,

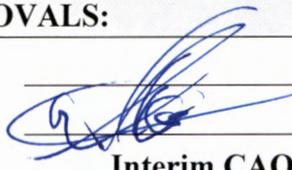
A handwritten signature in black ink, appearing to read 'Don Anderberg', written in a cursive style.

for
Mayor Don Anderberg

Cc/ Transportation Committee

Administration Guidance Request

G4c

| | | | |
|---|-------------|--|-------------|
| TITLE: AMENDMENT TO PROCEDURAL BYLAW NO. 1276-17 | |  | |
| PREPARED BY: Sheldon Steinke | | DATE: February 21, 2019 | |
| DEPARTMENT: Administration | | | |
| | | ATTACHMENTS: | |
| Department Supervisor | Date | <ol style="list-style-type: none"> 1. Page 33 of the Municipal Accountability Review Report 2. Bylaw No. 1276-17 3. Draft Amendment Bylaw No. 1301-19 | |
| APPROVALS: | | | |
| | |  | |
| Department Director | Date | Interim CAO | Date |
| | | | 28 Feb 19 |

REQUEST:
That Council approve Bylaw No. 1301-19, amending Procedure Bylaw No. 1276-17.

BACKGROUND:

In May 2018, the MD was subject to a Municipal Accountability Review.

One of the areas that required attention was our current procedural bylaw, specifically in relation to section 183(1) of the *Municipal Government Act*, which states:

183(1) A councillor attending a council meeting must vote on a matter put to a vote at the meeting unless the councillor is required or permitted to abstain from voting under this or any other enactment.

Bylaw No. 1276-17, Section 18.d currently states:

If a Councillor refuses or fails to vote on an issue, he/she shall be deemed to have voted in the affirmative on the matter and shall be so recorded.

By deleting Section 18.d of Bylaw No. 1276-17, the MD would be compliant with Section 183.1 of the MGA.

The additional amendments to Bylaw No. 1276-17 are just housekeeping items to adhere to current practices. The amendments are:

- Changing the name of Section 21 from “In-Camera” to “Closed Meeting Session”
- Updating Appendix A to reflect the current Council agenda format by:
 - adding “Business Arising from the Minutes”

Administration Guidance Request

- Moving "Committee Report / Divisional Concerns" earlier on the agenda
- Changing the wording from "In-Camera" to "Closed Meeting Session".

FINANCIAL IMPLICATIONS:

None at this time.



3.5 Discretionary Bylaws

Please note: Discretionary bylaws are not required in the MGA. The following section includes a random selection of optional bylaws to review to ensure the contents comply with the MGA.

1. Procedural Bylaw

LEGISLATIVE REQUIREMENTS: MGA 145

1. Does the municipality have a procedural bylaw?

COMMENTS/OBSERVATIONS: The MD passed Bylaw 1276-71 in July 2017. The bylaw covers a number of procedural items such as:

- special meetings of council;
- organizational meeting;
- conduct of councillors;
- meeting time and date;
- the agenda process and how to add items to the agenda;
- quorum; and
- delegations.

Procedure Bylaw section 18 d) states: "if a councillor refuses to vote or fails to vote on an issue he/she shall be deemed to have voted in the affirmative on the matter and shall be so recorded." This is in contravention of section 183(1) of the MGA.

MEETS LEGISLATIVE REQUIREMENTS: No

RECOMMENDATIONS/ACTION ITEMS: The procedural bylaw needs to be amended to be compliant with section 183(1) of the MGA.

RESOURCES: Municipal Affairs has developed an online resource for municipalities regarding general meeting procedures that may assist municipalities: [Procedural Bylaw and Agendas](#)

MUNICIPAL RESPONSE: Response to the findings, or comments, status or action to be taken including key milestones and deadlines. Where resolutions of council are required please provide the date of approval and motions of council and/or bylaw numbers.

May 8, 2018

Disclaimer: The Municipal Accountability Program is intended as a program of support and collaboration for municipal Chief Administrative Officers to either confirm compliance with requirements of municipal legislation or to identify concerns and develop corrective solutions where needed. The scope of this report is limited to confirming the compliance or lack of compliance with mandatory legislative requirements. The content of the report does not constitute an opinion on the legal effectiveness of any documents or actions of the municipality, which should be determined in consultation with independent legal advice.

**MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
BYLAW NO. 1276-17**

A Bylaw of the Municipal District of Pincher Creek No. 9 in the Province of Alberta, to deal with procedure and the transacting of business by the Council of the Municipal District of Pincher Creek No. 9

WHEREAS the *Municipal Government Act*, being Chapter M-26 Revised Statutes of Alberta, 2000, as amended from time to time, provides for the regulations of the proceedings of Council and Committees thereof, to provide for dealing with petitions, and submissions to Council;

NOW THEREFORE, the Council of the Municipal District of Pincher Creek No. 9, duly assembled, **ENACTS AS FOLLOWS:**

- 1. THIS BYLAW MAY BE CITED AS “THE PROCEDURE BYLAW NO. 1276-17”.**
- 2. DEFINITIONS AND INTERPRETATION:**
 - a. In this Bylaw:
 - (1) “Acting Reeve” means the Councillor selected by the Council, pursuant to the provisions of Section 6, to preside at a regular meeting thereof in the absence or incapacity of both the Reeve and Deputy Reeve;
 - (2) “Agenda” means the agenda for a Regular or Special Meeting of Council, prepared pursuant to Section 7;
 - (3) “Bylaw” means a bylaw of the Municipal District Of Pincher Creek No. 9;
 - (4) “Council” means the Reeve and Councillors of the MD, being elected pursuant to the provisions of the *Municipal Government Act*, whose term is unexpired, who have not resigned and who continue to be eligible to hold office as such under the terms of the *Municipal Government Act*;
 - (5) “Councillors” means a Councillor of Council, duly elected and continue to hold office;
 - (6) “Deputy Reeve” means the Councillor who is elected by Council, pursuant to the provisions of Section 6, to act as Reeve;
 - (7) “MD” means the Corporation of the Municipal District of Pincher Creek No. 9 and where the context so requires, means the area included within the boundaries of the MD;
 - (8) “New Business” means business dealing with a matter which has not been introduced at the same or previous meeting, and of which no notice has been given of the intention to present it;
 - (9) “Quorum” means the majority:
 - (a) of the valid, subsisting Councillors of Council; or
 - (b) in the case of the Committee, Board or other organized and recognized group, unless the bylaw or resolution establishing such a body specifies a different quorum, the majority of members constitutes quorum.
 - b. Wherever this bylaw requires that a motion be made, a bylaw be passed or any other action be taken by a vote of Council, the requirements shall be interpreted as meaning such majority of the Councillors of Council who are present and voting on the matter.

3. APPLICATION OF BYLAW

- a. This bylaw applies to:
 - (1) all Regular and Special Meeting of Councils; and
 - (2) the conduct of the meetings of all Committees of Council.

4. ORGANIZATIONAL MEETING OF COUNCIL

- a. The Chief Administrative Officer shall fix the time and place for the first Organizational Meeting of Council following the general election. In other years, the Organizational Meeting shall be scheduled in accordance with the *Municipal Government Act*.
- b. At the commencement of the Organizational Meeting, the CAO shall call the meeting to order and shall preside over the meeting until the Council elects a person to be Reeve.
- c. Once elected, the Reeve shall preside over the meeting.
- d. All Committees, Boards and other bodies that Council is entitled to appoint, shall be reviewed annually at the time of the Organizational Meeting, as set by Statute.
- e. The business of Council at the Organizational Meeting shall be limited to the calling of the meeting, the administration of the Oath, and the introduction of new Councillors, the election of Reeve, Deputy Reeve, and the election of Councillors to act on Committees, Commissions, Boards and other bodies, on which Council is entitled to representation, and such other business as required by the *Municipal Government Act*.
- f. All meetings of Council shall be held in the Council Chambers of the MD Administration Building, unless Council directs otherwise.

5. PLACES, DATES AND TIME OF MEETINGS

- a. Regular Council Meeting shall be held on the Second and Fourth Tuesday of every month, for all business of Council.
- b. Council may, at any Regular Meeting of Council, direct that:
 - (1) any Council meeting will be held on a day, other than the date on which it would fall due;
 - (2) any meeting of Council may commence at any time other than that set for such meeting in the Section, and;
 - (3) any Council meeting may be cancelled.
- c. Unless otherwise determined, Council meetings shall commence at 1:00 pm.
- d. All matters of business, which appear on the Council's agenda for a meeting and which have not been dealt with, shall be deemed to be postponed until the next regular meeting of Council (when a meeting has been adjourned).
- e. If it appears to the Reeve that any matter included in the agenda for a Council meeting, which were not disposed of by the meeting prior to the adjournment thereof are of an urgent nature, which requires action before the next Regular Meeting he/she shall call, pursuant to the provisions of the *Municipal Government Act*, a Special Meeting of Council to deal with such matters.
- f. A Special Meeting of Council may be called in accordance with the *Municipal Government Act*.

6. DEPUTY REEVE AND ACTING REEVE

- a. The Council, at its Organizational Meeting in each year, shall elect one of its' Councillors as Deputy Reeve.
- b. Council, may at any time, appoint one of its Councillors to be Acting Reeve in the absence or inability of the Reeve and the Deputy Reeve to act.
- c. The Deputy Reeve, at the request of the Reeve, may chair any meeting of Council.

7. AGENDA FOR COUNCIL MEETINGS

- a. The CAO, shall prepare an agenda which shall:
 - (1) list the items and order of business to be conducted at the meeting, as per Appendix "A", attached to, and forming part of this bylaw;
 - (2) include the minutes of any previous meeting or meetings for approval;
 - (3) list or contain any other matter or thing which Council may from time to time direct.
- b. The agenda shall be prepared digitally and in hard copy and made available, at the Administration Office and electronically by the end of the business day, the Thursday before the meeting for which it is prepared.
- c. Unless Council directs otherwise, no material will be accepted which has not been included in the agenda provided.

8. COMMENCEMENT OF COUNCIL MEETING

- a. If there are not sufficient Councillors assembled at any meeting, physically or electronically, to constitute a quorum within half an hour from the time of commencement of the meeting, the CAO shall record the names of all Councillors present at that time, and unless a Special Meeting is duly called in accordance with the *Municipal Government Act* in the meantime, Council shall be deemed to be adjourned until the next regular meeting.
- b. When Council is unable to meet for want of quorum, the agenda delivered for the proposed meeting shall be considered at the next Regular Meeting, prior to the consideration of the agenda for the subsequent meeting, or at a Special Meeting called for that purpose.
- c. If there is a quorum present at the time the meeting should be called to order, and the Reeve and Deputy Reeve are absent, the CAO shall call the meeting to order and shall call for an Acting Reeve to be chosen by resolution of those Councillors present.

9. CONTROL AND CONDUCT OF COUNCIL MEETINGS

- a. The Chairperson shall be responsible for the control of the meeting.
- b. When a Councillor or any individual wishes to speak at a Council meeting, he/she shall address the chair.
- c. When a Councillor or any individual is addressing the Council, he/she:
 - (1) shall not speak disrespectfully of Her Majesty the Queen, or her official representative of her government;
 - (2) shall not use offensive words in referring to any Councillor of the Council, any official, any employee of the MD, or public person;

- (3) shall not shout or immoderately raise his/her voice or use profane, vulgar or offensive language;
 - (4) shall not reflect on any past vote of Council except when moving to rescind it and when so doing, shall not reflect on the motives of the Councillors who voted for the motion, and;
 - (5) shall assume personal responsibility for any statement he/she quotes to Council, or upon request of Council, shall give the source of the information.
- d. No Councillor shall leave the Council Chambers after a question is put to vote until the vote is taken.
 - e. The Chairperson may direct that any person in the audience who persistently creates a disturbance during a meeting may be removed.

10. PROCEEDINGS AT MEETINGS

- a. Subject to the other provisions of this section, the order of business for a meeting shall be contained in the Agenda for the meeting.
- b. The order of business for a Regular Meeting of Council shall be determined with the adoption of the Agenda.
- c. The Reeve and Council, may by resolution, cause the meeting of Council to be recessed.

11. COMMUNICATIONS AND PETITIONS

- a. Where a person wishes to bring any matter to the attention of Council, or have any matter considered by Council, the request shall:
 - (1) be written legibly;
 - (2) be signed by the correct name of the writer;
 - (3) contain the full mailing address of the writer;
 - (4) indicate if the writer wishes to address Council on the matter, or to answer questions in relation to the communication.
- b. A group of persons who wish to present to Council a petition on any matter within its jurisdiction may do so in accordance with the *Municipal Government Act*.
- c. When a communication intended for Council is received and a ruling is requested, the CAO shall:
 - (1) include it as an item on the Agenda for the next Regular Meeting of Council.

12. PERSONS WISHING TO ADDRESS COUNCIL

- a. Person or persons wishing to address Council may only do so during the Delegation section of the Regular Council Agenda. During this time, Council will hear input and further clarification on a particular agenda item. Council will be provided the opportunity to ask questions of the delegation.
- b. Delegations will be allotted ten (10) minutes to speak to a particular agenda item.
- c. Delegations requiring additional time to that allotted have the opportunity to request further time from Council. Council may agree to provide additional time by way of a resolution, carried by the majority of Council Members present.

13. MOTIONS

- a. The Reeve or presiding officer, may not put forth a motion.

- b. Every motion shall be stated clearly by the mover.
- c. After a motion has been moved, it is the property of Council and may not be withdrawn without the consent of the majority of Council.
- d. When a motion has been made and is being considered by Council, no Councillor may make any other motion, except:
 - (1) a motion to amend the main question, or an amendment to it, without changing the main intent;
 - (2) a motion to table the main question, to a time later in the same meeting;
 - (3) a motion to postpone the main question until another meeting date;
 - (4) a motion to adjourn the meeting.

14. TABLING MOTION

- a. A Councillor moving a motion to table any matter shall include in the tabling motion:
 - (1) the time at the present meeting in which the matter is to be considered;
 - (2) a reason that the matter is to be tabled.
- b. A motion to table a matter shall not be debated except as to the time when Council will again consider the motion.

15. POSTPONEMENT MOTION

- a. A matter which has been postponed to a particular date, shall not be again considered by Council before the date set except on a vote of two-thirds of the Councillors of Council present and voting on it.

16. AMENDMENTS TO MOTIONS

- a. No amendment shall be made to the following:
 - (1) a motion to table a question;
 - (2) a motion to postpone;
 - (3) a motion to adjourn a meeting.
- b. While a motion is under discussion by Council, a Councillor may not move:
 - (1) an amendment which does not relate to the subject matter of the main motion;
 - (2) an amendment directly contrary to the main motion.
- c. Where an amendment has been moved to a motion, which is under discussion, an amendment to the amendment may be moved, but no further amendment may be moved to the amendment or to the main motion, until after the amendment to the amendment is voted upon.
- d. A Councillor who moved a motion may not move an amendment to it.
- e. The Reeve or other presiding officer, shall not put the main motion under debate, until all amendments to it have been put forth and voted upon.
- f. When all amendments are voted upon, the Reeve or other presiding officer shall put the main motion incorporating therein any amendments already adopted.

17. DEBATE ON AGENDA ITEM

- a. Motions are to be placed on the table, prior to debate on the matter.
- b. The Reeve will determine the order in which Councillors are to speak.
- c. Councillors may speak more than once to any motion or question.

18. VOTING ON MOTIONS

- a. When a motion has been put to a vote, no Councillor shall debate further on the question, except to request that the motion be read aloud.
- b. When the Reeve or presiding officer is of the opinion that a motion is unacceptable, or contrary to the rules of procedure and privileges, he shall apprise immediately, the Councillors present.
- c. Unless disqualified from voting by reason of a direct or indirect pecuniary interest, the Reeve, when present, and each Councillor shall vote on every motion before Council.
- d. If a Councillor refuses or fails to vote on an issue, he/she shall be deemed to have voted in the affirmative on the matter and shall be so recorded.
- e. No Councillor who is absent from the Council Chambers when the vote is put is entitled to vote.
- f. If any Councillor of the Council should call for a poll of the Councillors for a recorded vote prior to the vote being taken on a motion, the names of those who voted for and those who voted against the motion, shall be entered into the minutes.

19. RECONSIDERING AND RESCINDING A MOTION

- a. When a Councillor wishes to reconsider, alter or rescind any motion already passed when such matter does not appear on the Agenda, he/she shall bring the matter before Council.
- b. Any motion approved by Council may be rescinded by a motion of Council.

20. MOTION TO ADJOURN

- a. A Councillor may move a motion to adjourn the meeting at any time, except when:
 - (1) another Councillor is in possession of the floor;
 - (2) the Councillors are voting;
 - (3) a previous motion to adjourn has been defeated and no other intermediate proceedings have taken place.

21. IN-CAMERA

- a. Unless otherwise determined by Council, upon the passing of a motion that the Council go into In-Camera, the Reeve shall be the Chairperson thereof and shall:
 - (1) maintain order in the In-Camera meeting.
- b. The rules of order for the conduct of a meeting of Council shall apply to the In-Camera meeting.
- c. The In-Camera meeting has no power to pass any bylaw or resolution apart from the resolution necessary to revert back to an open meeting.

22. BYLAWS

- a. The CAO is responsible for the preparation of bylaws. A draft bylaw will be presented for first reading.
- b. Where a bylaw is presented to Council for enactment, the CAO shall cause the number and short title of the bylaw to appear on the Agenda in the appropriate place.
- c. Every bylaw shall have three readings.
- d. A bylaw shall be introduced for first reading by specifying its number and short title.
- e. After a Councillor has made the motion for the first and before third reading of the bylaw, Council may:
 - (1) debate the substance of the bylaw; and
 - (2) propose and consider amendments to the bylaw.
- f. All amendments made to the bylaw are considered approved, once the bylaw receives third reading.
- g. A motion for third reading of a bylaw shall give the number and the short title of the bylaw.
- h. Unless the Councillors at a meeting unanimously agree, that a bylaw may be presented to Council for third reading, at the same meeting at which it has received two readings, the bylaw shall not be given more than two readings at one meeting.
- i. If a Council unanimously agrees that a bylaw may be presented for third reading at a meeting which it has received two readings, the third reading requires no greater majority or affirmative votes to pass the bylaw than if it had received a third reading at a subsequent meeting.
- j. After Council votes affirmatively for a third reading of a bylaw, it:
 - (1) becomes a municipal enactment of the MD; and
 - (2) is effective immediately, unless the bylaw provides otherwise.
- k. After passage, a bylaw shall be signed by the Reeve or Deputy Recvce, and the CAO, or Acting CAO.
- l. Where prescribed by provincial statute requiring a bylaw to be submitted to the electorate for voting, Council shall follow the requirements as set out in the relevant statutes. After it has received its first reading by Council, it shall not again be debated in Council before the electorate has voted on it.

23. COMMITTEES

- a. The Reeve is a member of all Council committees and all bodies to which Council has the right to appoint members under the MGA;
- b. The CAO is a non-voting ex-officio member of all Committees.

24. OTHER

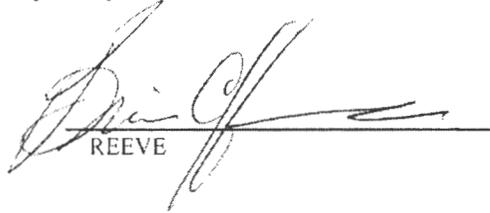
- a. When any matter relating to proceedings in Council or in the Committees thereof arises, which is not covered by a provision of this bylaw, the matter shall be decided by a reference to the current edition of Robert's Rules of Order.
- b. If there is a conflict or inconsistency between this bylaw or other legislation, the bylaw is of no effect to the extent of the inconsistency. (MGA, Sec 13).

- c. Bylaw Nos. 1139-08, 1186-09, 1194-10, and 1212-11 are all repealed at third and final reading of this bylaw

READ A FIRST TIME THIS 23rd day of May, 2017

READ A SECOND TIME THIS 11th day of July, 2017.

READ A THIRD TIME THIS THIS 11th day of July, 2017


REEVE


CHIEF ADMINISTRATIVE OFFICER

**AGENDA
COUNCIL MEETING
MUNICIPAL DISTRICT OF PINCHER CREEK**

**Date
Time**

- A. ADOPTION OF AGENDA
- B. DELEGATIONS
 - 1. Name of Organization
 - Correspondence from Organization
- C. MINUTES
 - 1. Council Meeting Minutes
 - Minutes of Council Meeting
- D. UNFINISHED BUSINESS
 - 1. Item
 - Correspondence / Documents / Report
- E. CHIEF ADMINISTRATOR OFFICER'S (CAO) REPORTS
 - 1. **Operations**
 - a) Name of Report
 - Report from Staff Member with date of report
 - 2. **Planning and Development**
 - a) Name of Report
 - Report from Staff Member with date of report
 - 3. **Finance**
 - a) Name of Report
 - Report from Staff Member with date of report
 - 4. **Municipal**
 - a) Name of Report
 - Report from Staff Member with date of report
- F. CORRESPONDENCE
 - 1. **For Action**
 - a) Subject Matter
 - Letter, with date
 - 2. **For Information**
 - a) Subject Matter
 - Letter, with date

Appendix "A"
Bylaw No. 1276-17 – Procedure Bylaw

G. COMMITTEE REPORTS / DIVISIONAL CONCERNS

Division 1

Division 2

Division 3

Division 4

Division 5

H. IN-CAMERA
- Legal, Land, Labour

I. NEW BUSINESS

J. ADJOURNMENT

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

BYLAW NO. 1301-19

A BYLAW OF THE MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9 IN THE PROVINCE OF ALBERTA, TO DEAL WITH PROCEDURE AND THE TRANSACTING OF BUSINESS BY THE COUNCIL OF THE MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9.

WHEREAS the *Municipal Government Act*, being Chapter M-26 Revised Statutes of Alberta 2000, as amended from time to time, provides for the regulations of the proceedings of Council and Committees thereof, to provide for dealing with petitions, remonstrance and submissions of Council;

AND WHEREAS the Council of the Municipal District of Pincher Creek No. 9 deems it appropriate to amend Procedure Bylaw No. 1276-17 to remain in compliance with provisions contained within the *Municipal Government Act* ;

NOW THEREFORE the Council of the Municipal District of Pincher Creek No. 9, duly assembled ENACTS AS FOLLOWS:

- 1.0 This Bylaw may be cited as "THE PROCEDURE BYLAW AMENDMENT BYLAW NO. 1301-19".
- 2.0 Bylaw No. 1276-17 is amended by deleting 18(d) within Section 18, Voting on Motions.
- 3.0 Bylaw No. 1276-17 is amended by renaming Section 21. from "In-Camera" to "Closed Meeting Session".
- 4.0 Bylaw No. 1276-17 "Appendix A" as shown.
- 5.0 This bylaw shall come into force and effect upon passing thereof.

READ a first time this _____ day of _____, 2019.

READ a second time this _____ day of _____, 2019.

READ a third time and finally passed this _____ day of _____, 2019.

REEVE

CHIEF ADMINISTRATIVE OFFICER

Appendix "A"

Bylaw No. 1301-19 – Procedure Bylaw

**AGENDA
COUNCIL MEETING
MUNICIPAL DISTRICT OF PINCHER CREEK**

**Date
Time**

- A. ADOPTION OF AGENDA
- B. DELEGATIONS
 - 1. Name of Organization
 - Correspondence from Organization
- C. MINUTES
 - 1. Council Meeting Minutes
 - Minutes of Council Meeting
- D. BUSINESS ARISING FROM THE MINUTES
- E. UNFINISHED BUSINESS
 - 1. Item
 - Correspondence / Documents / Report
- F. COMMITTEE REPORTS / DIVISIONAL CONCERNS
 - Division 1
 - Division 2
 - Division 3
 - Division 4
 - Division 5
- G. CHIEF ADMINISTRATOR OFFICER'S (CAO) REPORTS
 - 1. **Operations**
 - a) Name of Report
 - Report from Staff Member with date of report
 - 2. **Planning and Development**
 - a) Name of Report
 - Report from Staff Member with date of report
 - 3. **Finance**
 - a) Name of Report
 - Report from Staff Member with date of report
 - 4. **Municipal**
 - a) Name of Report
 - Report from Staff Member with date of report

H. CORRESPONDENCE

1. **For Information**

- a) Subject Matter
 - Letter, with date

I. CLOSED MEETING SESSION

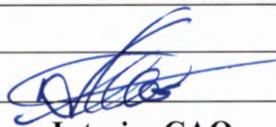
- 1. Item to be discussed
 - FOIP Section as appropriate

J. NEW BUSINESS

K. ADJOURNMENT

Administration Guidance Request

G4d

| | | | |
|---|-------------|---|-------------|
| TITLE: BOARD LEADERSHIP - LETHBRIDGE | |  | |
| PREPARED BY: Sheldon Steinke | | DATE: February 21, 2019 | |
| DEPARTMENT: Administration | | | |
| | | ATTACHMENTS: | |
| Department Supervisor | Date | 1. Email, dated February 19, 2019, with description of workshop | |
| APPROVALS: | | | |
| | |  | 20 Feb 19 |
| Department Director | Date | Interim CAO | Date |

REQUEST:
Are there Councillors wishing to attend this event?

BACKGROUND:

The attached information is provided to Council to determine if there is a desire to attend the Board Leadership Lethbridge Workshop, scheduled for April 27, 2019.

FINANCIAL IMPLICATIONS:

Meeting per-diems, and possible mileage, would apply.

Tara Cryderman

Subject: FW: Board Leadership Lethbridge Early Bird Registration is Open

Tara
Could we get this in front of Council members to have them commit to attend or Not?
Sheldon

From: Leah Roedler [mailto:Leah.Roedler@gov.ab.ca]
Sent: Tuesday, February 19, 2019 11:35 AM
Subject: Board Leadership Lethbridge Early Bird Registration is Open

Good Morning
I am pleased to share that Early Bird Registration for Board Leadership Lethbridge 2019 is now open. Board Leadership Lethbridge is a one-day training event for Board members (and potential Board members) to participate in engaging and informative workshops on topics related to board governance. For more information about the event or to register please go to <https://www.boardleadershiplethbridge.ca/>

Please feel free to distribute this information to your networks.

Thank you,

Leah Roedler | Community Development Officer
Community Development Unit | Alberta Culture and Tourism
Cell: 403-807-0951 | Email: leah.roedler@gov.ab.ca
4th Floor Administration Building, 909 – 3rd Avenue North
Lethbridge, AB | T1H 0H5 | Main Office Phone: 403-932-2970
www.culture.alberta.ca/communitydevelopment/

If you are interested in board governance training check out upcoming Board Leadership events and our Board Development Program workshop schedule.

To request the services of the Community Development Unit please send an email to communitydevelopment@gov.ab.ca

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BOARD LEADERSHIP

Lethbridge



(/)



[\(/registration.html\)](/registration.html)

What is Board Leadership Lethbridge?

Board Leadership Lethbridge is a one-day training event for Board members (and potential Board members) to participate in engaging and informative workshops on topics related to board governance.

What will you learn at Board Leadership Lethbridge?

Here are the sessions that will be offered at Board Leadership Lethbridge 2019:

- Governance Basics
- Strategic Planning
- Financial Responsibilities of Boards
- Fail Safe/Fail Forward
- Volunteer Recruitment
- Bylaws, Policies and Procedures

- Succession Planning
- Audit Committees
- Board timeline and Relationship Inventory
- Team Building and Conflict Resolution
- Liability and Risk Management
- Operational Planning
- Effective Budgeting
- Grant and Proposal Writing
- Effective Meetings
- AGMs and Special Meetings
- Sponsorships and Donations
- Effective Organizational Learning and Development
- Creating and Managing an Online Presence

Who is Board Leadership Lethbridge?

Board Leadership Lethbridge is a collaboration of community leaders working together to provide access to training opportunities for Board members of non-profit organizations. Our committee representatives include various non-profit organizations, Boards, community networks, service groups, and government entities. Partner Organizations include:

- Alberta Culture and Tourism
- City of Lethbridge
- Lethbridge College
- Lethbridge Sport Council
- Volunteer Lethbridge

Why attend Board Leadership Lethbridge?

The purpose of Board Leadership Lethbridge is to provide a training and networking opportunity that will allow existing and new board members to:

- Take on their roles in the organization more confidently and efficiently
- Feel more connected to one another, their organization, and community
- Better understand what is expected of them as members and collectively as a board of directors
- Increase their knowledge on how boards function
- Feel more motivated to do their job and engage others to get involved
- Provide better direction, decision-making, guidance and leadership for their organizations and communities

Thanks to our partners and supporters



INTERIM CHIEF ADMINISTRATIVE OFFICER'S REPORT

February 7 to February 21, 2019

DISCUSSION:

- Feb 6 Interviews Director of Operations
- Feb 7 Brownlee Law Emerging Trends – Calgary
- Feb 8 Conference Call re Brownlee and Land Purchase
- Feb 11 Director of Operations Interviews
- Feb 11 Meeting with CUPE Representatives. Contract interpretations.
- Feb 12 Council Committee / Public Hearing / Council Meeting
- Feb 13 Conference Call re Director of Operations Job.
- Feb 14 Staff Meeting
- Feb 19 Senior Management Team Meeting/ Social Media/Public Information Policy Development
- Feb 20 Pre-Construction Meeting CMR Pipeline with MPE in Lethbridge
- Feb 21 Meeting with MPE Re Beaver Mines Regional Water Contract.

UPCOMING:

- Feb 26 Council Committee / Council Meeting

OTHER

Director Position Director of Operations Position Discussions

RECOMMENDATION:

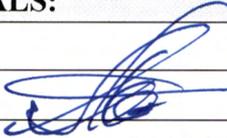
That Council receive for information, the Interim Chief Administrative Officer's report for the period of February 7, 2019 to February 21, 2019.

Prepared by: Interim CAO, S. Steinke Date: February 21, 2019

Presented to: Council Date: February 26, 2019

Recommendation to Council

H1

| | | | |
|--|--|--|--|
| TITLE: INFORMATIONAL CORRESPONDENCE | |  | |
| PREPARED BY: Sheldon Steinke | | DATE: February 21, 2019 | |
| DEPARTMENT: Administration | | | |
| Department Supervisor | | ATTACHMENTS: 1. Email from Strathcona County, dated February 21, 2019, with resolution 2. Foothills Little Bow Municipal Association, Minutes of January 18, 2019 3. Letter from AUC, received February 19, 2019 4. Update from AESO, dated February 19, 2019 5. Email from Land Solutions, dated February 7, 2019 | |
| APPROVALS: | | | |
| _____ | | _____ | |
| Department Director | | Interim CAO | |
| _____ | | _____ | |
| Date | | Date | |
| | |  | |
| | | 20 Feb 19 | |

RECOMMENDATION:

That Council receive the following document as information:

1. Email from Strathcona County, dated February 21, 2019, with resolution
2. Foothills Little Bow Municipal Association, Minutes of January 18, 2019
3. Letter from Alberta Utilities Commission (AUC), received February 19, 2019
4. Update from Alberta Electrical System Operator (AESO), dated February 19, 2019
5. Email from Land Solutions, dated February 7, 2019

BACKGROUND:

Informational correspondence was received.

FINANCIAL IMPLICATIONS:

None at this time.

MDInfo

Subject: FW: Message for CAO's & Mayor's: Resolution to Support Alberta's Energy Industry (Call for Support - RMA Spring Conference)
Attachments: Enclosure 1 - RMA Resolution (Spring Conference 2019) to Support Alberta's Energy Industry.docx

From: Rod Frank <Rod.Frank@strathcona.ca>

Sent: Thursday, February 21, 2019 9:57 AM

To: Subject: Message for CAO's & Mayor's: Resolution to Support Alberta's Energy Industry (Call for Support - RMA Spring Conference)

Good morning.

Please find attached a resolution Strathcona County Council unanimously passed on February 5th, and which we will be bringing to the Spring RMA Conference.

The spirit of the resolution is to support rural municipalities and our citizens (and the entire province) that are feeling the brunt of the foreign de-marketing campaign aimed at our Alberta Oil sands, and the resulting price differential that has made communities and families suffer. We hope to leverage the RMA to further encourage and legitimize the Government's approach to educating Canadians about Alberta's energy and petrochemical sector role as a positive economic engine that operating under the most stringent environmental standards in the world.

I hope that we can count on your support.

I look forward to seeing you at the Spring convention.

Yours truly,

***Rod* FRANK**

**Mayor
Strathcona County**

2001 Sherwood Drive
Sherwood Park, AB T8A 3W7
Tel.: 780-464-8000

This communication is intended for the recipient to whom it is addressed, and may contain confidential, personal, and or privileged information. Please contact the sender immediately if you are not the intended recipient of this communication, and do not copy, distribute, or take action relying on it. Any communication received in error, or subsequent reply, should be deleted or destroyed.

Items noted in red font will
be completed by RMA

Resolution ?-17F

Resolution Title Support for the Energy Industry

Sponsoring Municipality Strathcona County

*Three-fifths (3/5) Majority Required
Endorsed by Central District*

WHEREAS in 2017, Canada lost more than \$50 billion in investments through the cancellation of two nation-building energy projects, TransCanada Energy East Pipeline and the Pacific Northwest LNG Project, that represented significant opportunities in capital investment, jobs, tax revenue, and economic growth;

WHEREAS the Canadian Association of Petroleum Producers estimates the impact of the Western Canadian Select-Brent Crude (WCS-Brent) price differential to be at least \$13 billion since 2016 and as high as \$50 million per day in October 2018, resulting in \$7.2 Billion in lost revenue to the Government of Alberta and \$800 million in income taxes to the Government of Canada;

WHEREAS the price differential is at least in part due to the lack of pipeline capacity to transport energy products derived from Alberta to international markets;

WHEREAS any reduction in the price of Alberta oil in comparison to Brent or world prices has significant impacts on provincial and federal revenue, as well as energy industry investment;

WHEREAS many Albertan families and businesses are suffering in lost jobs, income, and property values due in part to the lack of market access for Alberta oil; and

WHEREAS Canada's and Alberta's energy industries lead the world in environmental responsibility, and human rights and labour standards;

THEREFORE, BE IT RESOLVED that the Rural Municipalities of Alberta advocate for the Government of Alberta to further develop and implement a targeted, national education and marketing campaign on behalf of Albertans in order to offset foreign protectionism and de-marketing campaigns, regulatory delays, and the combined infrastructure and economic factors that are creating a significant, negative effect on Canada's local, provincial, and national economies. The elements of the education and marketing campaign include as outlined in "Schedule A."

FURTHER BE IT RESOLVED THAT the Government of Alberta provide resources to offset the combined negative impacts affecting the energy industry through:

- 1. the continuation of the Petrochemicals Diversification Program;**
- 2. key energy industry-supporting infrastructure development; and**
- 3. a continued strong presence and advocacy with federal, municipal and foreign governments.**

Member Background

The importance of the energy industry to Canada and Alberta are obvious, as is the impact to the local, provincial, and federal economies when changes occur in the energy industry:

- every annual average \$1 increase in the WCS-WTI differential above US \$22.40 per barrel costs the Alberta government \$210 million in royalties;
- for every US \$1 per barrel of oil discounted relative to world prices, there is an opportunity cost to the Canadian energy industry of \$1.4 billion per year;
- for every CAD \$1 million invested and generated in the Canadian energy sector, the Canadian GDP impact is CAD \$1.2 million; and
- for every direct job created in the Canadian energy sector, 2 indirect and 3 induced jobs in other sectors are created in Canada on average;

Given these numbers, the need for the Canadian and Alberta governments to support a strong and vibrant energy sector is clear.

However, a campaign has been evolving over the last decade with the strategy to land-lock the oil sands and prevent it from reaching the international market where it could fetch a high price per barrel. The US-funded campaign has allegedly given tens of millions to anti-pipeline Canadian green and social justice groups, including Greenpeace Canada, Idle No More, and the Pembina Institute, essentially campaigning to rebrand the Alberta oil sands as “dirty oil”. Most recently, references to “dirty oil” were articulated on December 7, 2017 by Quebec’s Premier Legault who talked about “dirty energy” in reference to the oil sands and on December 23, a CBS affiliate in San Francisco reported that tankers may soon be transporting “the heaviest, dirtiest oil on the planet, tar sands crude from Alberta, Canada.”

On October 12, 2018, the Northern Alberta Mayors and Reeves Caucus hosted a presentation by a Canadian researcher. The presentation provided concerns about foreign interests funding environmental work in Canada with the intent to block development in the Canadian energy sector in order to protect foreign investments and

market share. Further concerns included foreign charities providing inaccurate and misleading information on the Canadian energy sector via public relations campaigns.

While cross-border market competition and public relations marketing campaigns are an unavoidable reality in the energy sector, it is Strathcona County's perspective that the best remedy for strong market competition and inaccurate public relations messaging affecting the Canadian energy sector is strong support and investment by the federal, provincial, and local governments. Comprehensive and relevant messaging by these important entities contributes to a more balanced public conversation in the marketplace and in political decision-making circles about the current and future impacts, disadvantages, and opportunities in Canada's energy industry.

On December 2, 2018, the Government of Alberta mandated a short-term reduction in oil production to defend Alberta jobs and the value of energy resources. Starting in January 2019, production of raw crude oil and bitumen will be reduced by 325,000 barrels per day to address the storage glut, representing an 8.7 per cent reduction. The Alberta Energy Regulator will review the reduction amount every month to make sure production is in balance with transportation and storage capacity.

RMA Background

RMA will provide after resolution is endorsed at district level.

Schedule A:

The elements of the properly resourced evidence-based education and marketing initiative include:

- a. promote the world leading environmental, humans rights, and labour standards of the Alberta energy industry and its importance as an economic backbone of the country for jobs and supporting social programs;
- b. highlight our energy industry as one of one of innovation, economic opportunity, and environmental sustainability;
- c. educate the Canadian public on foreign de-marketing campaigns targeted at the Alberta and Canadian energy industry;
- d. educate the public on the reality that wind, solar and alternative sources of energy are only able to provide 1.1% of the world's energy needs;
- e. educate the Canadian public on the unethical and hypocritical aspects of the energy de-marketing campaigns; and
- f. educate the Canadian public on the benefits of the Alberta energy industry beyond traditional uses such as transportation, but as underlying element in over 6000 products from life-saving drugs, to computer components, to supporting alternative sources of energy.



**Foothills Little Bow Municipal Association
Minutes of the Meeting
10:00 a.m., Friday, January 18, 2019
Country Kitchen Catering**

**Member Municipal Districts & Counties
Present:**

Cardston County
M.D. of Taber
Lethbridge County
M.D. of Pincher Creek
County of Warner
Cypress County

County of Forty Mile
Vulcan County
County of Newell
Foothills County
M.D. of Willow Creek

Absent:

Municipality of Crowsnest Pass
M.D. of Ranchlands

CALL TO ORDER

Tamara Miyanaga called the meeting to order at 10:02 a.m.

A. ELECTIONS

A1. Election of Chair

Tamara Miyanaga made first call for nominations for Chair.

Wayne Hammergren, County of Newell nominated Brian de Jong, County of Newell.

Second call for nominations – None Heard

Third call for nominations – None Heard

113/19

*MOVED by Randy Taylor, County of Warner that nominations cease.
CARRIED*

Brian de Jong, County of Newell was declared elected as Chair for 2019.

A2. Election of Vice Chair

Chair Brian de Jong made first call for nominations for Vice Chair.

Alf Belyea, Cypress County nominated Robin Kurpjuweit, Cypress County for Vice Chair for 2019.

Chair Brian de Jong made second call for nominations for Vice Chair.

Ian Sundquist, M.D. of Willow Creek nominated Glen Alm, M.D. of Willow Creek for Vice Chair for 2019.

Chair Brian de Jong made third call for nominations for Vice Chair. None Heard

Robin Kurpjuweit, Cypress County addressed the Association members.

Glen Alm, M.D. of Willow Creek addressed the Association members.

Chair Brian de Jong called for votes for Robin Kurpjuweit, Cypress County for Vice Chair. A show of hands was conducted. A total of 24 hands were tallied.

Chair Brian de Jong called for votes for Glen Alm, M.D. of Willow Creek for Vice Chair. A show of hands was conducted. A total of 18 hands were tallied.

Robin Kurpjuweit, Cypress County was declared elected as Vice Chair for 2019.

A3 & A4. Election of Resolution Committee

Chair Brian de Jong made first call for nominations for the first position of the Resolution Committee.

Morris Zeinstra, Lethbridge County nominated Randy Taylor, County of Warner for the Resolution Committee for 2019.

Second call for nominations – None Heard

Third call for nominations – None Heard

Randy Taylor, County of Warner indicated he would act as a member of the Resolution Committee for 2019.

Randy Taylor, County of Warner was declared elected as a member of the Resolution Committee for 2019.

Chair Brian de Jong made first call for nominations for the second position of the Resolution Committee.

Wayne Hammergren, County of Newell nominated Glen Alm, M.D. of Willow Creek for the Resolution Committee for 2019.

Second call for nominations – None Heard
Third call for nominations – None Heard

Glen Alm, M.D. of Willow Creek indicated he would act as a member of the Resolution Committee for 2019.

Glen Alm, M.D. of Willow Creek was declared elected as a member of the Resolution Committee for 2019.

B. WELCOME AND INTRODUCTION OF GUESTS

C. ROLL CALL OF PERSONS PRESENT AND SIGNING OF THE REGISTER

Roll Call was taken and representatives of all Municipal Districts and Counties were accounted for except the M.D. of Crowsnest Pass and M.D. of Ranchlands.

D. AGENDA ADDITIONS

Chair Brian de Jong asked if there were any additions to the January 18th agenda.

None Heard.

E. ADOPTION OF AGENDA

114/19 *MOVED by Merrill Harris, M.D. of Taber that the agenda of January 18, 2019 be approved.*

CARRIED

F. TRIBUTE TO MEMBERS PASSED AWAY SINCE THE LAST MEETING

Chair Brian de Jong asked whether there have been any members that have passed away since the last meeting.

Alfred Peltzer – County of Newell
Fred Lacey – Cardston County

A moment of silence was held for the members that have passed.

G. ADOPTION OF THE MINUTES OF SEPTEMBER 15, 2017 MEETING

115/19 *MOVED by Glen Alm, M.D. of Willow Creek that the minutes of September 21, 2018 Foothills Little Bow Meeting be approved.*

CARRIED

H. BUSINESS ARISING FROM THE MINUTES

No business arising from the minutes.

I. GREETINGS FROM THE GOVERNMENT OF ALBERTA

I1. Greetings from the Government of Alberta

The representative from the Government of Alberta was not in attendance.

I2. Greetings from the Official Opposition

Pat Stier, MLA Livingstone Macleod (Municipal Affairs critic) was present and provided greetings from the official opposition including information on Bill 23, Local Authority Amendment Act, City Charters Framework Act, 2019 Election. Mr. Stier advised the members he will not be running in the upcoming election and will be retiring.

I3. Greetings from MLA's in Attendance

Grant Hunter, MLA Cardston-Taber-Warner was present and provided greetings including wishing members a Happy New Year, 2019 Election and thanking MLA Stier for all he has done.

I4. Greetings from Alberta Urban Municipalities Association

Barry Morishita, AUMA President was present and provided an update on Policy Act Review, Recycling ERP, MSI, ISIP Funding, Cannabis Legislation, Municipal Leaders Caucus and Public Risk Conference on April 8 & 9.

J. REPORTS

J1. RMA Zone Director – Mr. Brian Brewin

Mr. Brian Brewin, RMA District 1 Director thanked Randy Taylor, Pat Stier and RMA staff. He then introduced the RMA Staff in attendance President Al Kemmere, Executive Director Gerald Rhodes, Director of Advocacy & Communications Tasha Blumenthal and provided an update on Assessment Year Modifiers, Municipal Funding Framework (MSI), Survey on Unpaid Taxes from Oil & Gas, Blanket Exercise Initiative, Asset Management Cohort, Provincial Election.

Molly Douglass – County of Newell updated the members on the joint venture with neighboring municipalities to only have one Council in the County of Newell rather than 5 Councils representing the area.

Speaking notes were provided and filed.

J2. RMA President – Mr. Al Kemmere

Mr. Al Kemmere, RMA President was present and provided a report on Agricultural Plastics Recycling, Peer Network, Charitable Gaming Committee Update, EQEP Update and Spring Convention.

Mr. Al Kemmere thanked MLA Stier.

Speaking notes were provided and filed.

K. DELEGATIONS

K. Jerry Lau – Infrastructure Manager – Alberta Transportation – Update on Provincial Projects

Jerry Lau, Infrastructure Manager was present from Alberta Transportation and provided an update on new Deputy Minister Andre Shamblay, Provincial Election, Grants Program, Planning Studies, and provided the following list of 2019 approved projects:

Lethbridge County

- Hwy 25 @ Twp 92 intersection upgrade

MD of Foothills:

- 540:02 10 Km E of VILLAGE of Longview - Hwy 2 (540:02 C1 13.650 - 32.435). Second stage paving.
- 22:12 2 km E of Hwy 546 (2013 Flood Damage Repairs) (22:12 C1 19.750 - 20.600)
Work Type: Flood Mitigation.

County of Forty Mile

- 3:14 E of Grassy Lake - W of Hwy 885 (3:14 C1 0.000 - 29.966). Overlay

Vulcan County

- 23:06 8 Km N of Hwy 529 - Hwy 542 (23:06 C1 21.455 - 51.258). Overlay
- BF73637 Carrying Hwy 23 over Little Bow River, 1 km W of Carmangay, AB. Bridge rehab

MD of Taber

- 3:10/12 1 Km W of Hwy 3A – 1 Km East of Hwy 36. Overlay
- BF76410 Carrying Hwy 36 over SMIRD Canal, 6 km S of Taber. Bridge rehab

MD Crowsnest Pass:

- Hwy 3:02 speed zone amendment is being processed for ministerial review and (possible) approval.

MD Pincher Creek

- Hwy 3:06 km 0 – 7.49 to receive chip seal coat
- 3:06 Brocket Slides (S039-1) (3:06 C1 12.952 - 12.953). slide repair

MD of Taber

- Hwy 875:02 km 17.3 – 31.76 to receive graded aggregate seal

County of Newell

- Hwy 36:06 km 29.85 – 39.5 to receive chip seal coat
- Int. Hwy 1:16 / Hwy 1:18 / Hwy 36:08 (north leg) rut repair under Ops corrective maintenance
- Hwy 1:18 km 18.0 – 55.17 (SW of Brooks) rut repair under Ops corrective maintenance

MD Willow Creek

- BF72535N Carrying Hwy 2 over Willow Creek, 8 km S of Granum. Bridge rehab

L. DELEGATIONS

L. Lorna Morishita – Executive Director – Palliser Airshed Society – Ambient Air Quality Monitoring in Southeastern Alberta

Lorna Morishita, Executive Director – Palliser Airshed Society was present and spoke about the Palliser Airshed Society initiative for ambient air quality monitoring in Southeastern Alberta.

The meeting recessed for lunch at 12:05 p.m.

The meeting reconvened at 1:05 p.m.

M. DELEGATIONS

M. Alberta Public Works Association – Michelle Tetreault – Emergency Management Chair

Michelle Tetreault – Emergency Management Chair from Alberta Public Works Association was present and spoke about the Alberta Public Works Association's role in emergency management. The Alberta Public Works Association is the Alberta Chapter of the US Public Works Association.

N. RESOLUTION SESSION

N1. Resolution FA 01-19 – Solar Power Reclamation – Municipal District of Taber

Glen Alm, M.D. of Willow Creek read Resolution FA 01-19.

Glen Alm, M.D. of Willow Creek asked for comments in favor or against Resolution FA 01-19.

John Turcato from the Municipal District of Taber spoke in favor of Resolution FA 01-19.

Seconder Quentin Stevick, M.D. of Pincher Creek waived to make comment.

No one spoke in opposition to Resolution FA 01-19.

N1. M.D. of Taber – Solar Power Reclamation

116/19 *MOVED by John Turcato, Municipal District of Taber; seconded by
Quentin Stevick, Municipal District of Pincher Creek that Resolution
FA 01-19 – Solar Power Reclamation - Municipal District of Taber.*
CARRIED

O. FOOTHILLS LITTLE BOW ASSOCIATION FINANCIAL REPORTS

O1. Approval of Accounts – Profit & Loss and Balance Sheet Comparison

117/19 *MOVED by Morgan Rockenbach, County of Warner that the
accounts be approved as presented.*
CARRIED

O2. Review and Approval of 2019 Annual Member Dues

118/19 *MOVED by Molly Douglass, County of Newell; seconded by Morris
Zeinstra, Lethbridge County that the 2019 Annual Member Dues be
approved as presented.*
CARRIED

P. ADJOURNMENT

119/19 *MOVED by Ian Sundquist, M.D. of Willow Creek that the meeting
adjourn at 2:30 p.m.*
CARRIED

Chair

Secretary-Treasurer

RECEIVED

FEB 19 2019

M.D. OF PINCHER CREEK

Notice of hearing Riverview Wind Power Plant and Interconnection

Enel Alberta Wind Inc., AltaLink Management Ltd. and the Alberta Electric System Operator have filed applications for construction, operation and interconnection of a wind power plant in the Pincher Creek area

Proceeding 2402

Applications 1609252-1, 1609252-2, 1609661-1 and 1609664-1

The Alberta Utilities Commission (AUC), the independent utilities regulator, will be holding a hearing to review the applications and submissions received to consider the power plant and electric transmission development applications in Proceeding 2402.

Written evidence is due April 1, 2019.

Enel Alberta Wind Inc. has applied to construct and operate the Riverview Wind Power Plant under the *Hydro and Electric Energy Act*. Enel previously applied for the project but has amended its application and is now proposing that the project consist of 28 wind turbines, each rated at 4.2 megawatts, an underground collector system and a collector substation designated as the Riverview Project Collector Substation. The power plant would have a total generating capability of 117.6 megawatts. The 28 wind turbines are proposed to be located within the municipal district of Pincher Creek within sections 4, 5, 6, 7, 8 and 18, Township 7, Range 29, west of the Fourth Meridian.

The Riverview Project Collector Substation is proposed to be located in the southeast quarter of Section 14, Township 7, Range 30, west of the Fourth Meridian. It will share a common fence with the existing Castle Rock Ridge 205S Substation, as well as the existing Castle Rock Ridge Wind Power Plant Project Collector Substation.

The Alberta Electric System Operator has applied for approval of the need to connect the Riverview Wind Power Plant to the Alberta Interconnected Electric System.

AltaLink Management Ltd. has applied to construct the facilities to meet the need identified by the Alberta Electric System Operator by adding one 240-kilovolt circuit breaker to the Castle Rock Ridge 205S Substation. The Castle Rock Ridge 205S Substation is located in the

southeast quarter of Section 14, Township 7, Range 30, west of the Fourth Meridian. The applications have been filed under the *Electric Utilities Act* and *Hydro and Electric Energy Act*.

Additional information about the applications

The applications and any associated documents are publicly available and can be accessed from the eFiling System on the AUC website www.auc.ab.ca. Alternatively, for more information about what is being applied for, or for a copy of the applications, please contact:

Enel Alberta Wind Inc.
Shaun Andrews
Phone: 403-303-3221
Email: shaun.andrews@enel.com

Alberta Electric System Operator
Brenda Hill
Phone: 403-539-2850
Email: need.applications@aeso.ca

AltaLink Management Ltd.
Michelle Lemieux
Phone: 403-267-5909
Email: projects@altalink.ca

Hearing

Heritage Inn Hotel & Convention Centre
919 Waterton Ave, Highway 6, Pincher Creek, AB
Tuesday, April 30, 2019, at 9 a.m.

If you intend to present written evidence at the hearing, you must be present at the commencement of the hearing and submit written evidence by April 1, 2019.

For more information about participating in this proceeding contact:
Trevor Richards at 403-592-4469 or email your questions to trevor.richards@auc.ab.ca.

Participant information

For more information about how you may become involved in this proceeding please contact us or visit our website and review the information under "Have your say" or under "Review process."

Submissions

If you wish to participate in this proceeding, please visit our website and log in to the eFiling System, go to Proceeding 2402, and register to participate under the "registered parties" tab. Alternatively, please contact us at 310-4AUC or info@auc.ab.ca for more information or assistance with filing your submission. The lead application officer, Trevor Richards, can also be contacted at trevor.richards@auc.ab.ca or 403-592-4469.

Submissions must include your name, address, phone number, legal land location, description of your land in relation to the proposed development and a description of your interest in the land, your business, or your activities which may be affected by the proposed project. Please also briefly describe the issues you would like the AUC to consider when making its decision.

The AUC must consider the Alberta Electric System Operator's assessment of the need to be correct unless someone satisfies the Commission that the needs application is technically deficient, or that to approve it would be contrary to the public interest.

Privacy

To support an open and transparent process, information you send to the AUC will be publicly available to anyone registered in this proceeding. If there is confidential information you would like to file, a request must be made in advance of filing your submission.

Participating in the hearing

If you intend to present written evidence at the hearing, you must be present at the commencement of the hearing and submit written evidence by April 1, 2019.

Your written evidence should include your statement about your intended level of participation. Please include whether you or your representative will:

- File supporting evidence.
- Attend the hearing.
- Cross-examine any of the applicant’s witness panels.

Written evidence can be reports prepared by experts or written information (including maps, charts, photographs and narrative statements) prepared by an intervener personally, and clearly identified as such. Any report that was prepared by an expert, and which is being filed in support of an intervener’s position, must clearly state the qualifications of the expert and the name of the intervener who directed that the report was to be prepared. Please be aware that the author of any report or other written evidence that an intervener expects the Commission to rely upon must be available to be cross-examined at the hearing.

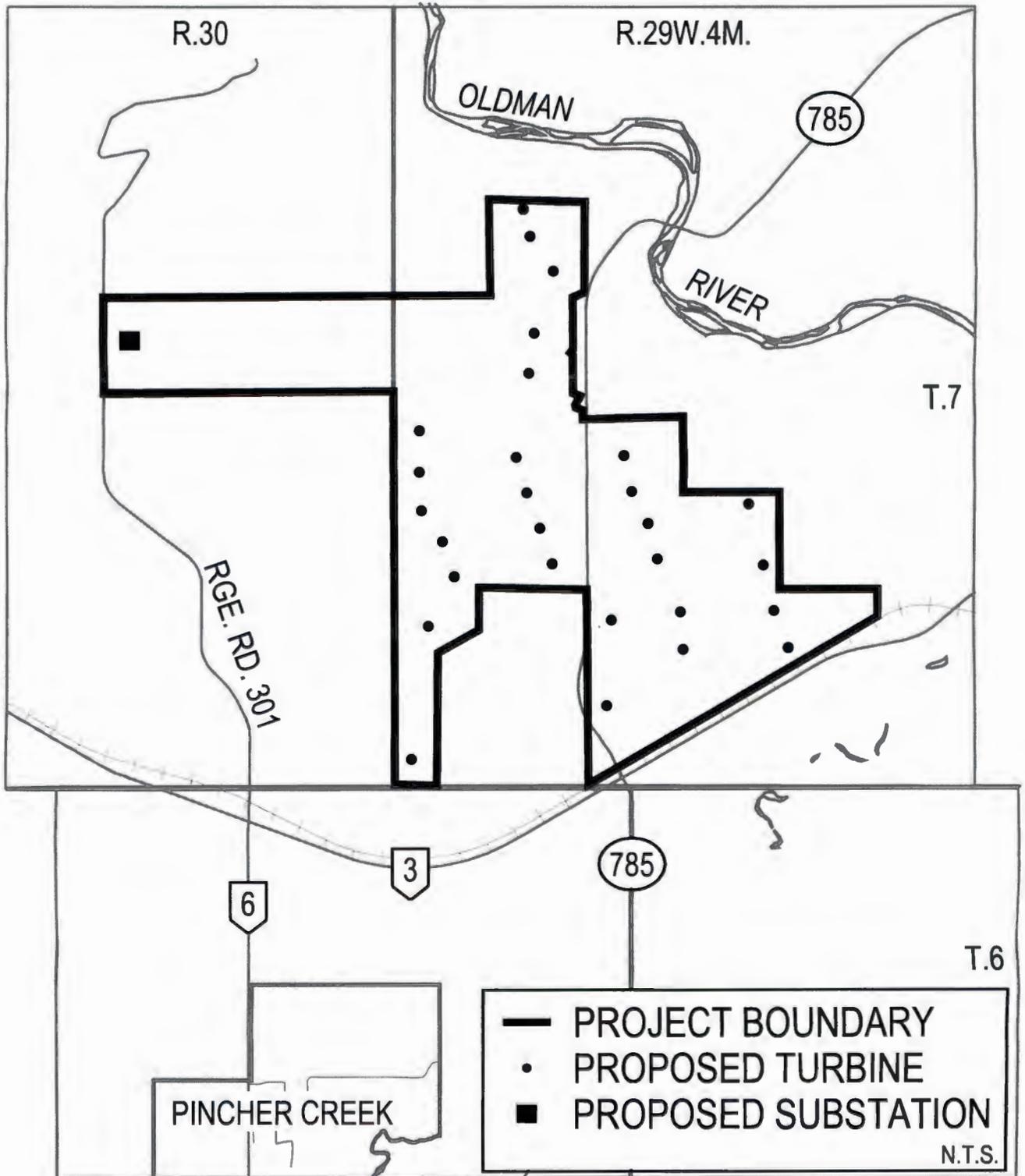
Summarized process schedule

The Commission has established the following process to consider the applications:

| Process step | Date |
|---|------------------------|
| Interveners’ deadline to submit information requests (questions) to applicant | March 11, 2019 |
| Applicant’s deadline to respond to information requests | March 18, 2019 |
| Interveners’ written evidence deadline | April 1, 2019 |
| Applicant’s deadline to submit information requests to interveners | April 8, 2019 |
| Interveners’ deadline to respond to information requests | April 17, 2019 |
| Applicant’s reply evidence deadline | April 24, 2019 |
| Commencement of hearing | April 30, 2019, 9 a.m. |

Issued on February 14, 2019.

Alberta Utilities Commission
Douglas A. Larder, QC, General Counsel





Tuesday, February 19, 2019

Re: Update - Information about potential options for the Chapel Rock-to-Pincher Creek Transmission Development

In September 2018, the Alberta Electric System Operator (AESO) sent you the attached newsletter about the need for transmission development in the Pincher Creek area. We appreciate and value the feedback we have received to date and want to make you aware of our ongoing work.

As a result of feedback received from stakeholders, we have asked AltaLink to look into the possibility of replacing the existing 412L 138 kV line, and a section of the 170L 138 kV line (as shown on the map below), with a 240 kV line to meet the AESO's identified need. This potential option would also require modifications at the existing Goose Lake, Pincher Creek, Russell and Coleman substations. The map below provides further details on the location of the lines and substations mentioned above. In the coming months, AltaLink will be consulting with area residents to provide more information on the transmission facilities planned in the area and we look forward to meeting with stakeholders during the next round of AltaLink open houses this summer.

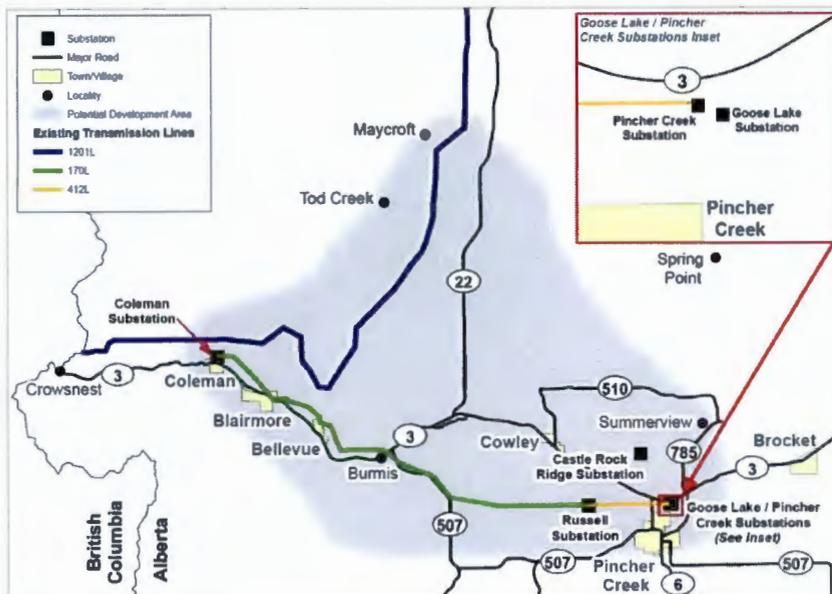
The Alberta-British Columbia intertie project remains unchanged from the last newsletter.

If you have any questions or feedback on the Chapel Rock-to-Pincher Creek project, or would like to meet with the AESO directly to discuss, please contact us at 1-888-866-2959 or stakeholder.relations@aeso.ca

Questions regarding the routing or siting of potential transmission facilities can be directed to AltaLink at 1-877-269-5903 or stakeholderrelations@altalink.ca

Yours truly,

Mike Deising
Director, Corporate Communication





Chapel Rock—to–Pincher Creek Transmission Development Update

➤ *Thank you to everyone who has participated in a dialogue with the Alberta Electric System Operator (AESO) throughout 2018; we value your input. We would like to share that we have adjusted our plans for transmission development in your area.*

As part of our ongoing planning process and taking stakeholder feedback into consideration, we have directed AltaLink Management Ltd. (AltaLink) to explore potential routes for **only one** of the two 240 kV transmission lines we shared information about earlier this year.

While the second 240 kV transmission line remains part of the AESO's long-term plans in the area, we do not anticipate the second 240 kV line being required within the next five to 10 years. We will engage with stakeholders about the need for this development closer to the time we anticipate it will be required. This will better enable us, as the organization accountable to all Albertans to ensure the right amount of transmission is built at the right time and in the right place, to pursue appropriate approvals with more certainty about the renewable generation development in the Pincher Creek area.

We will be in attendance at AltaLink's future public events to share information, answer your questions and listen to your concerns.

TRANSMISSION FACILITIES REQUIRED IN YOUR AREA

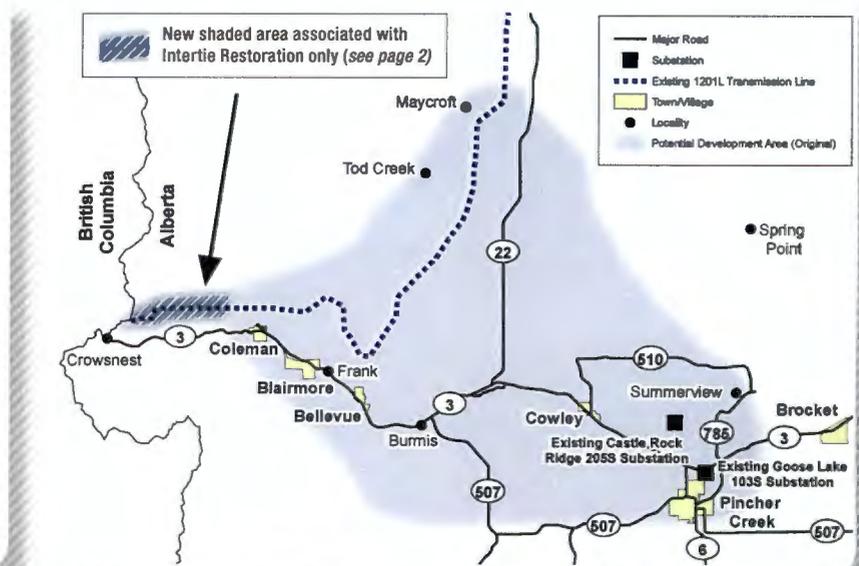
Renewable generation development in the Pincher Creek area continues to grow and the existing transmission system in the area is not capable of transferring the anticipated electricity to where it can be used. New transmission development is required to efficiently integrate it onto Alberta's grid. This includes:

- A planned Chapel Rock substation connecting directly to the existing 500 kV intertie between Alberta and B.C. and associated equipment within it;
- One 240 kV transmission circuit from the planned Chapel Rock substation to one of two equally viable technical solutions for where the line could end. These potential end points include the existing Castle Rock Ridge substation OR the existing Goose Lake substation. AltaLink will be preparing detailed studies and consulting with stakeholders to determine the most appropriate end point for these required facilities; and
- New voltage support equipment at the existing Goose Lake substation.

POTENTIAL LOCATIONS OF TRANSMISSION FACILITIES

If you are receiving this information, you live in an area where new transmission facilities could potentially be located, or have previously received information about this project from the AESO.

AltaLink Management Ltd., the transmission facility owner in the area, will be consulting with stakeholders in the coming months to develop and determine potential solutions, routes and sites for the required facilities described above.





Restoring Alberta's Interconnection with British Columbia

➤ *The information below was previously shared with stakeholders in early 2018. The AESO has extended the area where facilities may be located up to the B.C. border (see map on page 1).*

The Chapel Rock—to—Pincher Creek Transmission Development also contributes to the restoration of the Alberta—British Columbia intertie to its full path rating. In addition to the planned 240 kV transmission line, additional equipment in close proximity to the existing 500 kV transmission line, called transmission line 1201L, is required, along with clearance mitigation work on specific portions of the existing 1201L line and upgrades to the 500/240 kV transformation capacity at the existing Bennett substation, near Langdon. Restoring the intertie in conjunction with the Chapel Rock—to—Pincher Creek Transmission Development will minimize costs and disruptions to landowners.

The AESO plans to file a separate application with the Alberta Utilities Commission (AUC), in conjunction with AltaLink's facilities application for this project, in fall 2019. Once filed, the Needs Identification Document (NID) and related documents will be shared on our website at www.aeso.ca/grid/projects/Intertie-Restoration



BACKGROUND

In early 2018, we sent you information about the need for transmission development in the Pincher Creek area to efficiently integrate generation from renewable resources onto Alberta's grid.

AltaLink hosted information sessions in April 2018, which we also attended to hear from stakeholders and to discuss the proposed transmission development within your area.

We shared information and responded to questions about the need for transmission and the best potential technical solution to serve Alberta's electricity demands. Based on further consideration and feedback received at these events and over the past several months, we have adjusted our plans for the Chapel Rock—to—Pincher Creek Transmission Development.

NEXT STEPS

Following completion of AltaLink's evaluation and consultation with stakeholders, in fall 2019 the AESO intends to file an application with the AUC regarding the ongoing need for transmission development. This application will be filed in conjunction with AltaLink's facilities application for approval of the locations of the transmission facilities.

Once filed, the AESO's application and related documents will be shared on our website at www.aeso.ca/grid/projects/SATR-CRPC

QUESTIONS?

The AESO will join AltaLink at their public events, such as open houses, to be available to discuss the need for transmission development in southwest Alberta. We are also available to discuss these plans with you directly.

Please contact AESO Stakeholder Relations at stakeholder.relations@aeso.ca or 1-888-866-2959

If you have any questions about the routing or siting of potential transmission facilities, please contact AltaLink at stakeholderrelations@altalink.ca or 1-877-269-5903

The AESO is committed to protecting your privacy.

The feedback, comments and contact information you choose to submit is being collected by the AESO to respond to your inquiries and/or to provide you with further information. This information is collected in accordance with Section 33(c) of the Freedom of Information and Protection of Privacy Act. If you have any questions about the collection or use of this information, please contact the Manager, FOIP and Records Management, 2500, 330 – 5th Ave. SW, Calgary, Alberta, T2P 0L4 or by telephone at 403-539-2528. If you choose to communicate by email, please note that email is not a secure form of communication. Security of your communication while in transit cannot be guaranteed.

Tara Cryderman

Subject: FW: S18-38381 - Shell Waterton 4-25 to 15-23 & 15-23 to 11-23-3-1 W5M Pipeline Notification

Attachments: AER_EnerFAQs07_Landowner.pdf; AER_EnerFAQs11_StatementsOfConcern.pdf; Directive056_Brochure[1].pdf; Letter from the CEO of the AER.pdf; Waterton pipelines 04-25-03-01 to 11-23-03-01 D56-Final.pdf; WTR_PipelineLicensing.pdf

From: MDInfo <MDInfo@mdpincercreek.ab.ca>
Sent: February 7, 2019 11:11 AM
To: Roland Milligan <AdminDirDev@mdpincercreek.ab.ca>; Stu Weber <PWSuperintendent@mdpincercreek.ab.ca>
Subject: FW: S18-38381 - Shell Waterton 4-25 to 15-23 & 15-23 to 11-23-3-1 W5M Pipeline Notification

From: Laura McKinnon <LauraM@landsolutions.ca>
Sent: Thursday, February 7, 2019 11:10 AM
To: MDInfo <MDInfo@mdpincercreek.ab.ca>
Subject: S18-38381 - Shell Waterton 4-25 to 15-23 & 15-23 to 11-23-3-1 W5M Pipeline Notification

Good morning,

Please find the attached notification on behalf of Shell Canada Limited.

Let us know if you have any questions or require additional information.

Thank you,

Laura McKinnon
LAND ANALYST

T: 780-414-0008 | F: 780-466-3064



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 Please consider the environment before printing this email message.



Proposed Oil and Gas Wells, Pipelines, and Facilities: A Landowner's Guide

When oil and gas companies propose development on or near your property, you want to be aware of your rights as a landowner and the options available to you. The EnerFAQs *The AER and You: Agreements, Commitments, and Conditions* should be read with this document.

» **What are my rights when a company proposes a development on or near my property?**

Under Alberta Energy Regulator (AER) requirements and guidelines, a company applying to develop an oil or gas project may be required to provide notification and information about the proposed activities so persons receiving the information can fully understand what is being proposed and what the potential impacts could be. The information a company gives must include details about how and why it chose proposed locations for any wells, pipelines, facilities, or access roads and what to expect in terms of equipment use and operations during the production phase. We post public notices of application on our website, and you may file a statement of concern to an application if you object to the proposed development.



» What are the company's rights?

Most land in Alberta carries two titles and two sets of rights:

- A **surface** title gives the landowner ownership of the land's surface and the right to work it.
- A **mineral** title gives the company or person who owns the minerals under that land the right to explore for oil and gas, in the case of a petroleum and natural gas or oil sands lease.

Sometimes, a title to land will give an owner both the surface and the mineral rights. However, if a title to the land is split, the mineral lease holder may need access to the land's surface to drill and produce oil and gas. In this case, two important conditions apply to the company's right to explore. First, drilling and production activity must be done in a way that is environmentally and technically acceptable. Second, a company must operate in ways that minimize possible interference with the landowner's use of the land.

» What can I expect the company to do first?

One of the early steps in the well site, facility, or pipeline route selection process is a survey. A survey helps a company identify the exact location of the proposed well site, access road, pipeline, or facility and the surface area required. *Alberta's Surveys Act* and *Surface Rights Act* give the surveyor the right to enter your property for the purpose of surveying. It is common practice—and common courtesy—for a company representative to contact you before surveying. The purpose of the visit will be to advise you of the approximate well and road or pipeline location being proposed. The company is responsible for the cost of damages caused by the survey.

» What kinds of arrangements are most common between a landowner and a company?
Pipeline Right-of-Way

The pipeline easement (right-of-way) is an agreement between a landowner and a company in which the landowner receives financial compensation in return for allowing a company to create an easement for pipeline routes. Normally, this pipeline easement (or facility

surface agreement) is obtained before we approve an application to construct a pipeline or facility—except in cases where a dispute between a landowner and a company exists.

Pipelines link the oil and natural gas industry's "upstream" sector, which produces oil, natural gas, and related products from underground reservoirs and surface facilities, to the "downstream" sector, which handles refining, marketing, and product distribution.

The upstream sector operates gathering or flow lines, which move raw product from remote wells to processing facilities or directly to larger transmission pipelines. Product travels through pipelines under pressure created by compressors and pump stations. Compressors powered by gas engines or electric motors can compress the natural gas in pipelines to up to one hundred times the normal atmospheric pressure.

You will be informed about what kind of pipeline project is being planned on or near your land. Under our requirements, a company must

- give you a description of the project and tell you how it will affect you,
- ensure that you fully understand the proposed construction schedule and methods to be used,
- make sure you are familiar with the product to be transported by the pipeline or to be handled at the facility, and
- address all concerns about soil handling, site reclamation, and other issues related to the planned pipeline or facility.

Pipeline and facility construction must also meet Alberta Environment and Sustainable Resource Development's environmental protection guidelines. Pipelines typically stay in the ground after abandonment and reclamation.

Again, we post public notice of all applications on our website, and you will have an opportunity to file a statement of concern in response to an application.

Well Site Selection

Geologic and seismic data are important in choosing a well site. A company will normally select the location of a well based on the geology of nearby wells or on seismic information. Some of this information may be confidential. However, a company should give you basic geologic information so that you know what restrictions there may be in choosing a different location for the well. Moving away from the best geological location could increase the risk of drilling a dry hole, a well that has no significant amount of oil or gas, or a well with less recoverable oil or gas.

What should I expect during the negotiation process?

After a company initiates preapplication consultation and you begin negotiations, various situations could arise. You and the company might agree or disagree about the site of a well and related facilities or the route of a pipeline. If the proposed project is located directly on your land, you might agree or disagree about the compensation you should receive. Landowners receive financial compensation in return for allowing companies to place a well site or pipeline on their land.

Further information related to compensation is available from the Surface Rights Board (SRB) or from your local AER field centre. We do not have jurisdiction to deal with compensation issues, and the SRB, not us, deals with payments for right-of-way, crop loss, and other damages.

Negotiations often result in an agreement that meets the needs of both parties. We encourage a negotiated agreement and recommend that all commitments be confirmed in writing. An agreement that meets the needs of both parties can help maintain a good working relationship for the life of the proposed project.

If the operating properties on your land are sold to another company, it is important to review any existing agreements with a representative of the new company.

What if the company and I can't agree on a site location for the drilling of a well?

If you are having difficulty agreeing on a site, directional drilling could be a solution. It involves drilling the well diagonally instead of vertically. Sometimes landowners prefer a well location outside of a target area or away from the best geological point. If this is the case, you can ask whether the well can be directionally drilled to the target from a surface location with less impact.

While a directional well may be technically possible in some situations, it increases the cost of drilling and producing the well. The increased costs and benefits of directional drilling must be weighed against the impacts of vertical drilling. You might want to ask the company to estimate the additional costs for a directional well in relation to the value of anticipated production.

Directional drilling technology has improved in recent years. It is now fairly common in some areas to drill several directional wells from the same surface location to reduce surface impacts. This practice is prevalent in areas where well spacing occurs at higher densities than the standard one well per section (gas) or per quarter section (oil).

What if my land-use plans change in the future?

Before agreeing to a well site or to a location for a pipeline, facility, or access road, consider how it could affect your current and future land use (see *EnerFAQs Setbacks*). Also, make sure you understand the company's soil handling, lease preparation, and reclamation methods. A company should be considering land surface conditions, current and potential land use, environmental sensitivity, and reclamation. A company will have to apply for a reclamation certificate under the *Environmental Protection and Enhancement Act*.

A company must also consider any negative effect a project might have on land use and the environment, as well as any associated visual impacts and concerns of persons who may be directly or adversely affected.

For example, a location on unproductive land, such as a slough or hillside, may seem like a good choice to you, but the company must consider impacts that could prevent the use of a site, such as environmental impacts, the ability to reclaim the site, and the impact on neighbours.

What if all parties agree on the site?

If you and the company agree on the location of a well, facility, pipeline route, or access road, the company then applies to us for a licence to proceed with the development. If the application meets all legal and technical requirements, we will grant the licence.

What can I do to ensure the company abides by the agreement?

Private surface agreements between landowners and energy companies operating on their property can now be registered with our new Private Surface Agreements Registry. If you feel a company is not meeting a term or condition of the agreement, you may ask us to determine whether the company has met the term or condition of the agreement. See our EnerFAQs *How to Register a Private Surface Agreement* to learn more about registering private surface agreements.

What if an agreement on a site can't be reached?

If you and the company cannot agree on the location for a well, facility, pipeline, or access road, a party may ask for our assistance through our alternative dispute resolution (ADR) program.

ADR offers concerned parties a variety of options for managing disputes, including direct negotiation between the parties, mediation by our staff, third-party mediation, and arbitration.

Our staff are available to facilitate discussions between landowners and companies before an application is filed or early on in the application review process. The goal is to identify and resolve concerns before they intensify.

Through ADR, we might suggest that parties

- attempt negotiations again,
- use our ADR staff to facilitate, or
- use a neutral third party to mediate.

If these methods fail to produce an agreement, we may direct parties to use ADR to resolve outstanding concerns. For more information on ADR, see our EnerFAQs *All About Alternative Dispute Resolution (ADR)*.

In some cases, we might decide that a hearing on an application is appropriate. An AER hearing is a formal proceeding that includes the presentation of evidence and the opportunity to question the positions of others. For more information on our hearings, see our EnerFAQs *Having your Say at an AER Hearing*.

Note that if you continue to object to the company's location on your property, a well licence alone does not give a company the right to enter your land. If this is the case, the company can apply to the SRB for a right-of-entry order after acquiring a well licence from us. The order allows representatives of the company to enter your land to perform the tasks that we have approved. The SRB will then conduct a hearing to determine the compensation to be paid.

How much more development will occur if drilling is successful?

If successful drilling leads to production, a wellhead or pump will be required on oil wells and a heater may be necessary for gas wells. Other equipment, such as pressure vessels and tanks, may be placed on the well site where it causes the least interference with farming operations (e.g., between the well and a nearby fence line).

Production facilities such as separators, heaters, and tanks make up what is called a battery. A company must discuss the location and details of production facilities with you and any other land occupants. Some facilities

require separate licensing, and you have the right to continue asking questions about these production facilities and voicing concerns about the construction of production facilities, even if a well site exists.

Will it cost me anything to reclaim the site if the well is unsuccessful?

No. If a well turns out to be a dry hole, a company will likely abandon it and will have to reclaim the site. Before a company gives up the surface lease, it must obtain a reclamation certificate from us. This reclamation certificate is issued only after we are satisfied that the site has been properly reclaimed. You have the right to appeal. There are strict timelines for filing such a request. In many communities, neighbours meet with our representatives and area oil and gas companies to resolve local issues together. The public is strongly encouraged to participate in these local synergy groups. Synergy groups are in communities all over the province, and each is structured to meet the unique needs of the community and local operators. There is no cookie-cutter approach. Members of such groups have found that they are stronger and better informed together than they would be as individuals. If you would like to join or form a synergy group, contact your nearest AER field centre, as we participate in nearly all of the synergy groups in Alberta. A list of phone numbers can be found on our website www.aer.ca.

Remember, you can ask questions at any point in the development process about drilling, pipeline, and production operations that affect you and your neighbours.

Public notices of application will be posted on our website, and you can file a statement of concern to voice your objections to an application.

Questions you may want to use for discussion between you and a company. (Not all questions apply to every proposed project.)

Proposed energy development

- Is there a community-based group dealing with energy issues in my area?
- What kind of development is being proposed?
- How was the surface location selected?
- How will drilling activities and production affect my land / farming operations?
- What authorizations will the company be seeking from the AER (energy, water, etc.)?

Sour gas and emergency response planning

- Will the well encounter hydrogen sulphide (H₂S), or will the pipeline transport H₂S?
- What is the company doing to protect public safety?
- What are the details of the emergency response plan?
- Will I be compensated for any damage done during an emergency situation?

Setbacks

- What is the setback for the proposed development?
- May I develop my land if it falls within a setback?

Flaring, incinerating, and venting

- Will the proposed project involve any flaring or incineration of waste gas?
- If so, when and under what circumstances will flaring or incineration occur?
- What steps has the company taken to eliminate or reduce flaring, incineration, and venting?
- Will the company notify me when servicing work results in flaring or venting?

Odours, noise, and traffic

- What can cause odours during drilling and production operations?
- What are the plans to minimize noise levels?
- What type and volume of traffic should I expect at various stages of development?
- How will the company respond to issues or concerns that may arise in day-to-day operations of the facility, and whom may I contact?

Environmental issues: soil, water, and visual

- What steps will be taken to ensure protection of the environment and the least amount of impact on it?
- How will the soil quality be protected?
- What are the company's water needs?
- How will the company protect the supply and quality of aquifers and water wells at all stages of exploration and during ongoing operations?
- How will the company reduce potential visual impacts associated with facilities?

Animal health

- Will my livestock and pets be evacuated if there is an emergency?
- If not, who will feed and water them?
- Who will monitor the health of my livestock after an emergency, and for how long?

What resource materials are available if I have more questions?

We have several publications on well, pipeline, and facilities applications available. These publications form part of *Directive 056: Energy Development Applications and Schedules*. Section 2 on participant involvement describes the minimum requirements a company must meet regarding public consultation and notification when applying to us for a well, pipeline, or facility. Contact us directly at 403-297-4369 or by e-mail at Directive56.help@aer.ca with inquiries related to *Directive 056*.

Additional Information

For additional information on the AER and our processes or if you wish to speak with your local field centre or have general questions about energy projects in the province of Alberta, contact our Customer Contact Centre: Monday to Friday (8:00 a.m. to 4:30 p.m.) at 1-855-297-8311 (toll free).

This document is part of the EnerFAQs series, which explains the AER's regulations and processes as they relate to specific energy issues. Please visit www.aer.ca to read more of the EnerFAQs series.

Every year, we collect, compile, and publish a large amount of technical data and information about Alberta's energy development and resources for use by both industry and the general public. This includes raw data, statistics, hearing materials, and information on regulations, policies, and decisions.

Publications can be viewed at the AER library or obtained from the Information Product Services Section (IPSS). Both are on the tenth floor of our head office in Calgary. Publications may also be downloaded free of charge from our website (www.aer.ca).

To obtain a print or CD copy of a specific publication, contact IPSS by phone (403-297-8190), fax (403-297-7040), or e-mail (infoservices@er.aer.ca).

The following agencies provide supplementary information on oil and gas development in Alberta for use by both industry and the general public:

The Farmers' Advocate Office

Helps resolve disputes on matters relating to the farming community and provides information on farming community matters.

305, 7000 - 113 Street
Edmonton, Alberta T6H 5T6
Phone: 310-3276 (FARM)

Fax: 780-427-3913

Website: <http://www.farmersadvocate.gov.ab.ca>

Alberta Surface Rights Board

Provides information on entry or compensation related to oil and gas resource activity on privately owned or Crown-occupied lands.

1229 91 Street SW

Edmonton, Alberta T6X 1E9

Phone: 780-427-2444 (toll free by first dialing 310-0000)

Fax: 780-427-5798

Website: <http://www.surfacerights.gov.ab.ca>

The Registrar of Land Agents

Investigates concerns about a land agent or complaints dealing with matters pertaining to the *Land Agents Licensing Act* or the *Land Agents Licensing Regulations*.

Alberta Enterprise and Advanced Education

Land Agents Licensing

7th Floor Labour Building

10808 - 99 Avenue

Edmonton, Alberta T5K 0G5

Phone: 780-415-4600 (toll free by first dialing 310-0000)

Fax: 780-422-7173

Website: www.eae.alberta.ca/labour-and-immigration/land-agents-licensing.aspx

Head Office

Suite 1000, 250 - 5 Street SW

Calgary, Alberta T2P 0R4

Inquiries@aer.ca

inquiries: 1-855-297-8311

24-hour emergency: 1-800-222-6514

www.aer.ca

A Letter from the Chief Executive Officer of the Alberta Energy Regulatorwww.aer.ca

I am writing to you because a representative of a petroleum company proposing development has recently approached you, and you may have questions. The company plans to apply to the Alberta Energy Regulator (AER) for an energy development (which may include a facility, a pipeline, or a well) on your lands or your neighbours' lands. The AER requires the company to either notify or personally consult you before obtaining a licence and provide you with information that may include the documents described below. When the AER does not require that the documents be provided, you may request them from the company.

AER Public Information Documents—These include this letter, the brochure *Understanding Oil and Gas Development in Alberta*, *EnerFAQs* publications *Proposed Oil and Gas Development: A Landowner's Guide*, *Expressing Your Concerns—How to File a Statement of Concern About an Energy Resource Project*, and other *EnerFAQs* publications related to energy development. These documents contain information about your rights and options, as well as the roles and responsibilities of the AER in the regulating energy development in Alberta and how we can help you.

Company's Information Package—This includes information about the proposed project so that you can understand the nature, scope, and potential impacts the proposed development may have on you and your family. You will be asked to bring forward any questions or concerns you may have and to go over the specifics of the proposed development with the company representative. The company is required to answer all reasonable questions posed by you.

I encourage you to carefully review the information provided and to meet with company representatives to discuss the proposed development. Discuss any measures that the company could put in place to reduce potential impacts, any existing alternatives to the proposal, and the overall future of the development proposed in your area.

If there are matters that cannot be resolved, the AER can provide you with more information on its Alternative Dispute Resolution (ADR) program, which includes AER facilitation and third-party mediation. Unresolved issues could ultimately result in the AER holding a public hearing to consider the application. If you have questions about our materials or our processes, please call the AER for assistance at the numbers listed on the back of this letter.

For more information about the AER and its regulations, visit our website at www.aer.ca.

Sincerely,

Jim Ellis
President and CEO

AER Field Centres and Contacts

Field Centres

Bonnyville
780-826-5352

Drayton Valley
780-542-5182

Grande Prairie
780-538-5138

High Level
780-926-5399

Medicine Hat
403-527-3385

Midnapore
403-297-8303

Red Deer
403-340-5454

St. Albert
780-460-3800

Wainwright
780-842-7570

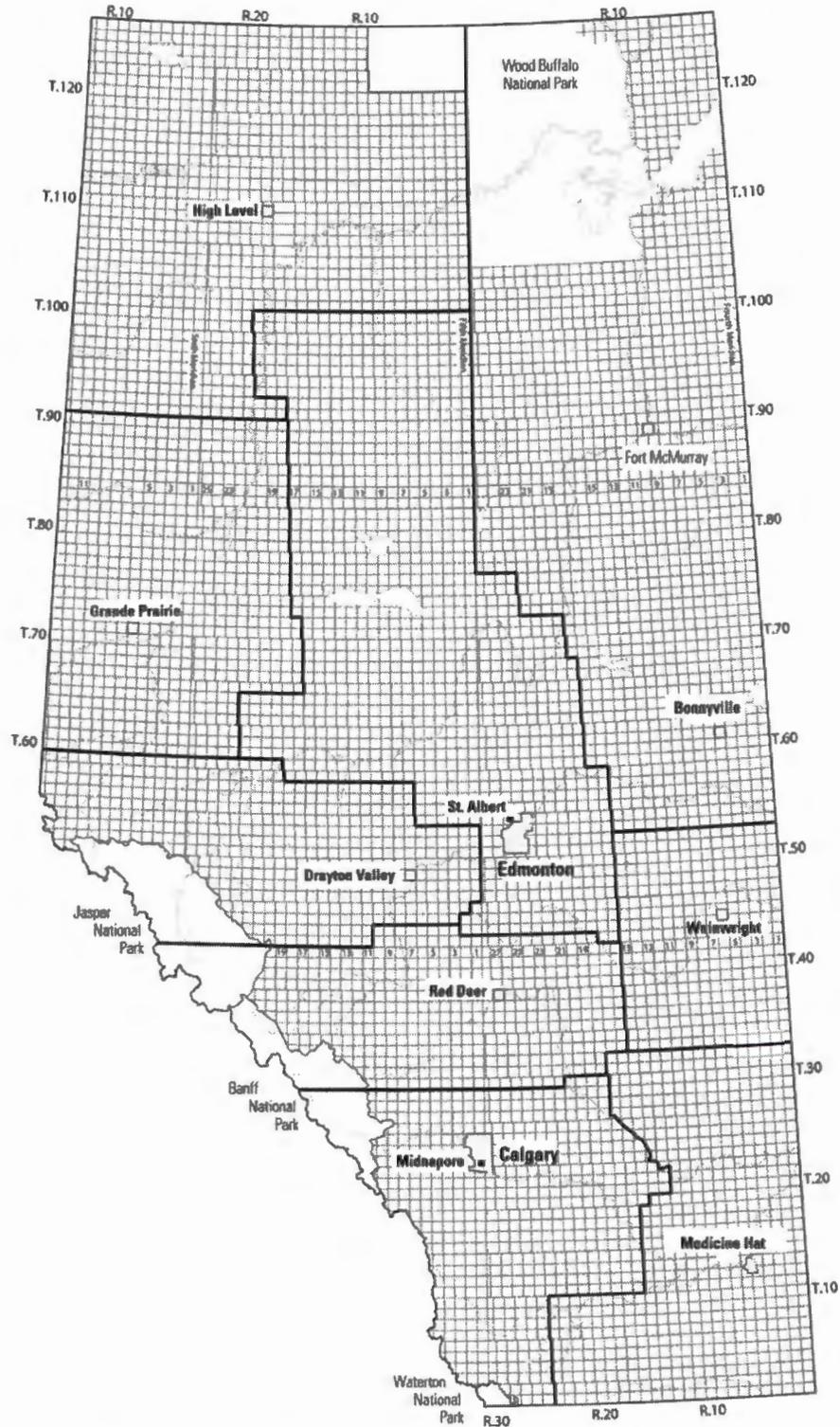
**Fort McMurray
Regional Office**
780-743-7214

Calgary Head Office
Customer Contact Centre
403-297-8311
1-855-297-8311
(toll free)

**Facilities Applications
Group**
403-297-4369

E-mail:
Directive56.help@aer.ca

**Alternative Dispute
Resolution Team**
1-855-297-8311



To call the above numbers toll free, dial 310-0000 and follow the prompts or ask the operator for the desired number.



Shell Canada Limited
400 – 4th Avenue S.W.
P.O. Box 100, Station M
Calgary, Alberta T2P 2H5
Tel (403) 691-3111
Internet www.shell.ca

February 7th, 2018

**SHELL CANADA
WATERTON PIPELINES FROM
04-25-03-01W5M to 15-23-03-01W5M (segment 1)
15-23-03-01W5M to 11-23-03-01W5M (segment 2)**

Hello,

Please find below information on a notification regarding our Shell Waterton area.

Shell Canada Limited (Shell) is planning to apply to the Alberta Energy Regulator (AER) for approval for the licensing of two segments of existing pipeline and infrastructure from 04-25-03-01W5M to 15-23-03-01W5M as well as from 15-23-03-01W5M to 11-23-03-01W5M. Shell constructed the above-mentioned pipeline in the area in 1963. These pipelines provide fuel gas through Junction V at 15-23-03-1 W5M to wellsites WT-20, 23, 32, and two additional junction sites, Junction Z at 06-23-03-01 W5M and Junction X at 15-23-03-1 W5M.

Please reference the attached fact sheet and maps for project details.

Included with this letter are:

- ✓ A map, showing the two existing pipeline segments
- ✓ A fact sheet providing details on the existing pipeline segments
- ✓ An Alberta Energy Regulator (AER) information package
- ✓ A Shell Privacy Information Card

Thank you for taking the time to review our plans. Should you require further information or clarification regarding this notification, or have comments or concerns, please contact us using the information provided on the next page.

Kind regards,

Thalia Aspeslet
Consultation Advisor

**Contact
Information**

Thalia Aspeslet
Consultation Advisor
Phone: (403) 722-7049
Email: thalia.aspeslet@shell.com

Kali Larson
Community Liaison Officer
Phone: (403) 932-8227
Email: K.Larson@shell.com

**Emergency
Contact**

Waterton Gas Plant
24 Hour Emergency Number **(403) 627-4200**

**Alberta Energy
Regulator (AER)
Information**

A letter from the CEO of the AER, and the two EnerFAQs highlighted below are enclosed for your reference.

The AER has a number of EnerFAQs on topics that may interest you:

- EnerFAQs – What is the Alberta Energy Regulator?
- EnerFAQs – Having Your Say at an AER Hearing
- EnerFAQs – Inspections and Enforcement of Energy Developments in Alberta
- EnerFAQs – All About Critical Sour Wells
- EnerFAQs – Explaining AER Setbacks
- EnerFAQs – Flaring and Incineration
- EnerFAQs – Proposed Oil and Gas Wells, Pipelines, and Facilities: A Landowner's Guide
- EnerFAQs – The AER and You: Agreements, Commitments and Conditions
- EnerFAQs – All About Appropriate Dispute Resolution (ADR)
- EnerFAQs – Oil Sands
- EnerFAQs – Expressing Your Concerns – How to file a statement of concern about an Energy Resource Project
- EnerFAQs – How to Register a Private Surface Agreement

Also: Understanding Oil and Gas Development in Alberta (brochure)

If you would like copies of the above that you feel may relate to our activities, please contact us. Alternatively, if you have Internet access, these documents can be viewed on the AER website (www.aer.ca).

**FACT SHEET FOR WATERTON PIPELINES FROM
04-25-03-01W5M to 15-23-03-01W5M (segment 1)
15-23-03-01W5M to 11-23-03-01W5M (segment 2)**

| | |
|------------------------------|--|
| Project Description | <p>Shell Canada Limited (Shell) is planning to apply to the Alberta Energy Regulator (AER) for approval for the licensing of two segments of existing pipeline and infrastructure from 04-25-03-01W5M to 15-23-03-01W5M as well as from 15-23-03-01W5M to 11-23-03-01W5M. Shell constructed the above-mentioned pipeline segments in the area in 1963.</p> <p>These pipeline segments currently transport "sweet" fuel gas (non-sour natural gas) to our operating well sites (WT-20, WT-23 and WT-32) for routine maintenance activities such as purging and pigging of the sour production facilities. These pipeline segments are located solely on crown land and because they already exist, there will be not ground disturbance.</p> <p>The approximate pipeline lengths for the respective segments are as follows:</p> <ul style="list-style-type: none"> • Segment 1 (04-25-03-01W5M to 15-23-03-01W5M) : 700m • Segment 2 (15-23-03-01W5M to 11-23-03-01W5M) : 575m |
| Why is it Needed? | <p>These are existing pipeline segments that require licensing.</p> |
| Project Category Type | <p>The AER pipeline category type for the proposed pipeline segments is B100. Non-sour service (0 mol/kmol H₂S) natural gas pipeline that has a ≤323.9 mm outside diameter (OD).</p> |
| Setbacks | <p>For all wells, pipelines and facilities, setbacks are put in place to maintain a minimum distance between an energy facility and a dwelling, public facility, rural housing project or urban center.</p> <p>Setbacks associated with these existing pipeline segments is the pipeline right-of-way for both segments.</p> <p>There are no impacts to the wetland and watercourse, as this pipeline is already in existence.</p> |
| Flaring | <p>There will be no flaring/incinerating/venting along the pipeline right-of-way.</p> |
| Emissions, Odors | <p>There will be no additional odors associated with these existing segments of pipeline as it is already in operation. Shell meets all regulatory requirements for air quality, including the Alberta Ambient Air Quality Objectives and Guidelines.</p> |
| Timing | <p>Shell is planning to apply to the AER for approval in Q1 2019 to ensure these pipelines are properly licensed.</p> <p>The proposed pipeline will be in operations for the remainder of the field life.</p> |

Traffic

No increase in traffic associated with this application as this infrastructure is already in existence.

Derrick Height

As derrick heights are specific to the drilling of a well, this section is not applicable to this application.

Noise

No noise associated with this application as the pipeline segments already exist.

Location Relative to the Emergency Planning Zone

No Emergency Response Planning Zone is associated with this pipeline as it is sweet fuel gas.

Public Consultation

Shell has been operating in the Waterton area for over 60 years and continues to responsibly develop pools of natural gas in the area. We've had successes in the North Waterton area where we are looking to optimize our development and existing infrastructure.

We are now moving ahead into the project specific AER-regulated phase of notification and personal consultation (as per AER *Directive 056: Energy Development Applications and Schedules*), and we continue to recognize the importance of stakeholder input to our proposed project plans. Through consultation with landowners, residents, and other stakeholders, we will continue to share project information, seek participation, and do our best to incorporate feedback into our project design and implementation throughout the application process and into construction, operation. As usual, we will continue to provide updates as the project progresses through the Waterton Advisory Group (WAG), bi-monthly email updates, newsletters, open houses and direct engagement.

Geological background and development plan (North Waterton Region)

This section is not applicable as this is a fuel gas pipeline that is already existing.

Assessment of infrastructure; gas transportation and processing

These two pipeline segments exist to transport sweet gas (non-sour service) for routine maintenance activities such as purging and pigging of the sour production wells and junctions as mentioned above.

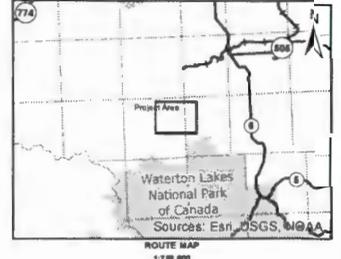
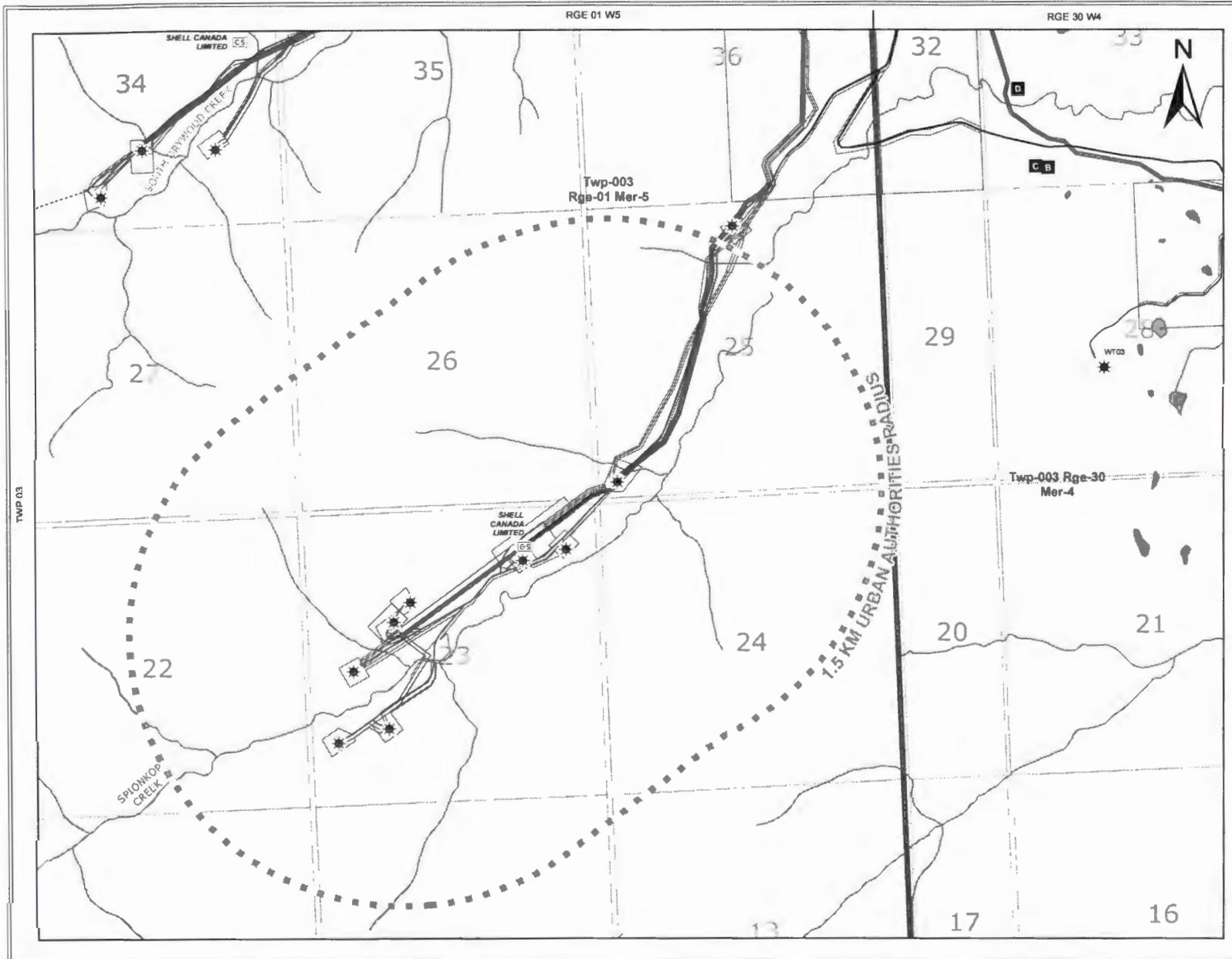
**Environmental
Protection Planning**

These existing pipeline segments are located approximately 23.5km southeast of the boundary of the Castle Provincial Park and are inside the boundary of the new Castle Wildland Park, in the Smith Canyon area. There are no anticipated impacts to the parks as part of this Project.

This project was planned to minimize footprint and utilizes existing infrastructure where possible.

Consolidated plans

Shell is the only oil and gas producer in the Waterton field. We do however, regularly engage with the local Municipal District, Alberta Environment & Parks, the Town Councils, Fortis and other agencies to understand cumulative plans and proposed developments.



- FUEL LINE SEGMENT**
- FUEL LINE SEGMENT 1
 - FUEL LINE SEGMENT 2
 - GAS PLANT
 - COMPRESSOR STATION
 - RESIDENCE / BUILDING
 - SHELL WELLS
 - SECONDARY ROAD
 - SECONDARY / ACCESS ROAD
 - TRAIL
 - SHELL PIPELINES
 - PIPELINES - FOREIGN
 - URBAN AUTHORITIES BUFFER ZONE 1.5 KM
 - EXISTING DISPOSITION

LEGAL INFORMATION

M MUNICIPAL DISTRICT/REGIONAL AUTHORITY: PINCHER CREEK
 A ER BOUNDARY: MIDNAPORE
 R CMP: PINCHER CREEK
 ALBERTA HEALTH SERVICES: SOUTH ZONE 1



Waterton Pipeline Licensing
4-25-3-1W5 to 15-23-3-1 W5
15-23-3-1W5 to 11-23-3-1W5

1:25,000
 MAP SCALE ACCURATE FOR 11x17 PRINT ONLY

DATE: 21 NOVEMBER 2018
 SHELL CANADA - BHEENA RYALL
 PROJECTION: NAD 1983 UTM Zone 11N

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FILE: 01100_104.pdf; DATE: 1 August 2018; TIME: 10:00 AM; USER: bheena.ryall

AER Brochure: Understanding Oil and Gas Development in Alberta

This brochure contains information to help you understand what sort of development is being proposed and how it affects you.

An oil and gas company representative has approached you and wants to conduct oilfield activities on or near your land. You and the company will be discussing the proposed development and its potential impact on you, as well as alternatives and measures to minimize impacts. You may also be negotiating a surface lease agreement (for example, on the location of a well and access road) and discussing compensation.

AER Requirements and Expectations for Stakeholder Involvement

The AER believes that any individual, organization, community, or group with a stake in Alberta's energy resources is a stakeholder, having both roles and responsibilities. All stakeholders are encouraged to develop relationships that are respectful, responsive, and responsible. While other groups also have a stake in energy development, the three main stakeholder groups are the public, industry, and the AER.

The public: The AER application process provides the public with an opportunity to share its questions and concerns with the company. There are many things the public, individually or collectively, can do to participate in the planning of proposed developments. Many communities have formed groups with members from industry and the AER. These groups try to find ways to resolve issues at the local level. The company will provide you with contact information if there is a group in your area.

Industry: When proposing an energy resource activity, industry is required to conduct a stakeholder involvement program. Industry is also expected to communicate with landowners and residents on a regular basis throughout the life of the project, which may be 30 years or longer.

The AER: As the regulator of the energy industry, the AER has the authority to approve or deny proposed energy resource activity in the province of Alberta and to place enforceable conditions on any licences issued. The AER also assists individuals, communities, and other interested groups in understanding the regulatory requirements and expectations and how they apply at the local level.

Your Rights and the Company's Rights

In Alberta, both the landowner and the company have rights.

Rights to information: Under AER regulations, rules, requirements, and guidelines, the company must provide information to stakeholders so they can fully understand what is being proposed. If you are concerned about surface impacts, the company must give you details about how and why it chose the proposed well site, pipeline route, and access road location. The company should also tell you what to expect in terms of equipment and operations during the production phase.

The company may provide any agreements you make with it, as well as records of discussions, to the AER during the application process. That material becomes part of the AER's record of the application, which is public and available to anybody. In addition, information provided to the AER (whether as part of the application process or otherwise) may be publicly available under the *Freedom of Information and Protection of Privacy Act*.

Mutual rights to use the land: Most land in Alberta carries two titles and two sets of rights. The surface title gives the landowner full control of the land's surface and the right to work it. The mineral title gives the company or person who owns the minerals under that land the right to explore for oil and gas. In some situations, title to land will give the owner both the surface and the mineral rights. If title to the land is split, the mineral owner needs access to the land surface to drill and produce oil and gas.

Two important conditions apply to the company's right to explore. First, drilling and production activity must be done in a way that is environmentally and technically acceptable. Second, a company must operate in ways that minimize possible interference with the landowner's use of the land.

Planning an Oil or Gas Project Selecting a Pipeline or Facility Location

When selecting a pipeline right-of-way or a facility site, the company must consider potential impacts on present and future land uses. The company must

- ensure that you understand what substance the pipeline is to transport or the facility is to handle,

- answer your questions on its plans for soil handling and reclamation, and
- address any other concerns you may have related to the proposed pipeline or facility.

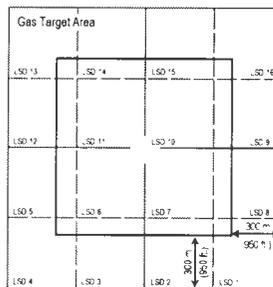
Selecting a Well Site

When selecting a well site, the company considers subsurface geology, land surface conditions, current and future land use, environmental sensitivity, and reclamation. Well spacing regulations provide requirements about where wells may be located.

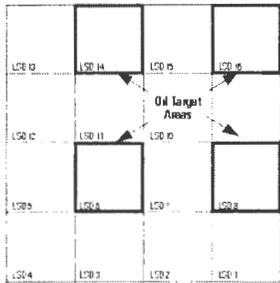
A **spacing unit** is the subsurface area that one well can drain. The spacing unit for oil wells in Alberta is normally one well per quarter section of land; for gas wells it is normally one well per section of land. However, reduced spacing and directional drilling are common practices in Alberta.

Inside the spacing unit is a **target area** where the bottom of the well should end.

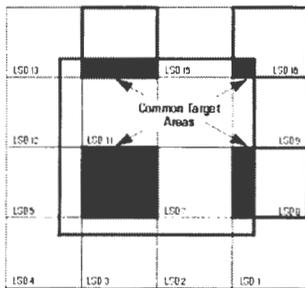
In the example below, the **gas target area** is the centre 100 hectares (250 acres) of the section. Keep in mind that the target area dictates the **subsurface** location for a well, not the **surface** location.



The **oil target area** is the northeastern 16 hectares (40 acres) of the quarter section, as shown in the example below.



Together, the oil and gas target areas overlap and form a **common target area**, as shown in the shaded portions of the figure below. Many companies prefer to drill the common target area if there is a chance to encounter both oil and gas.

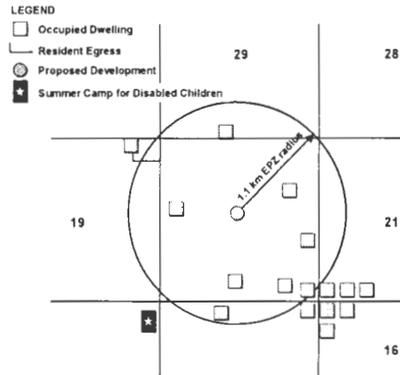


If you disagree with a proposed well location, you may ask the company representative to sketch the spacing unit and target area for the well. This will help you determine if there is flexibility for moving the well site.

Consultation

In many instances it is appropriate for a company to complete public consultation and notification beyond the requirements

stated in AER Directive 056: Energy Development Application and Schedules. The following figure illustrates how a company expanded its stakeholder involvement program beyond the requirement to take into account the special needs and circumstances of the community.



During the initial planning stage of a well, a company began preliminary development of its stakeholder involvement program using the public consultation and notification requirements. With further development of the stakeholder involvement program, the company identified that the requirements would not take into account egress of the resident just outside the northwest area of the development, residents in the community to southeast of the development, or the special needs of the summer camp for disabled children located in the southwest.

The company then adapted its stakeholder involvement program to include the residents, summer camp, and community. By including all the parties during the initial planning stages, the company was able to identify and address the concerns raised by the residents and summer camp prior to its application to the AER.

Having Your Say

Landowners, residents, and communities that have concerns related to the development of Alberta's energy resources should become involved as early as possible in the development planning process. It is usually easier to resolve issues at the local level before they become matters of greater concern. Ongoing dialogue also builds trust and is one way for you to have greater influence on energy resource activity.

There are a number of options available to help you resolve concerns about proposed development. As a landowner or resident, there are several key points in the application process when your questions and concerns may be addressed.

Usually, a company will offer to discuss the proposed development with you at your home. If you and the company cannot resolve your concerns, either party may ask an AER staff member to facilitate a meeting or meetings between you and the company.

If concerns continue to be unresolved, you or the company may request that the AER arrange for a third-party mediator to assist you. This is part of the Alternative Dispute Resolution (ADR) process. If you can resolve issues through such discussions with the company, with or without a facilitator or mediator, you may find that you have greater influence on project planning and reducing its impacts.

However, if concerns cannot be resolved, you may file a statement of concern with the AER.

If you show the AER, through a statement of concern, that you may be directly and adversely affected if the Board approves a proposed energy resource activity, the AER may decide to proceed to a public hearing.

Required EnerFAQs

The AER has put together a number of EnerFAQs on topics of general interest to the public. Regardless of whether the proposed development is a well, pipeline, or facility, the company must either provide or offer all current AER EnerFAQs publications as set out on the AER website.

EnerFAQs continue to be published on topics of general interest to the public. As new EnerFAQs related to energy development become available, they will be posted on the AER website. EnerFAQs may be obtained from the AER website at www.aer.ca or by contacting AER Communications through the Customer Contact Centre at 403-297-8311 or toll free: 1-855-297-8311.

AER Field Centres and Contacts

Field Centres

Bonnyville
780-826-5352

Drayton Valley
780-542-5182

Grande Prairie
780-538-5138

High Level
780-926-5399

Medicine Hat
403-527-3385

Midnapore
403-297-8303

Red Deer
403-340-5454

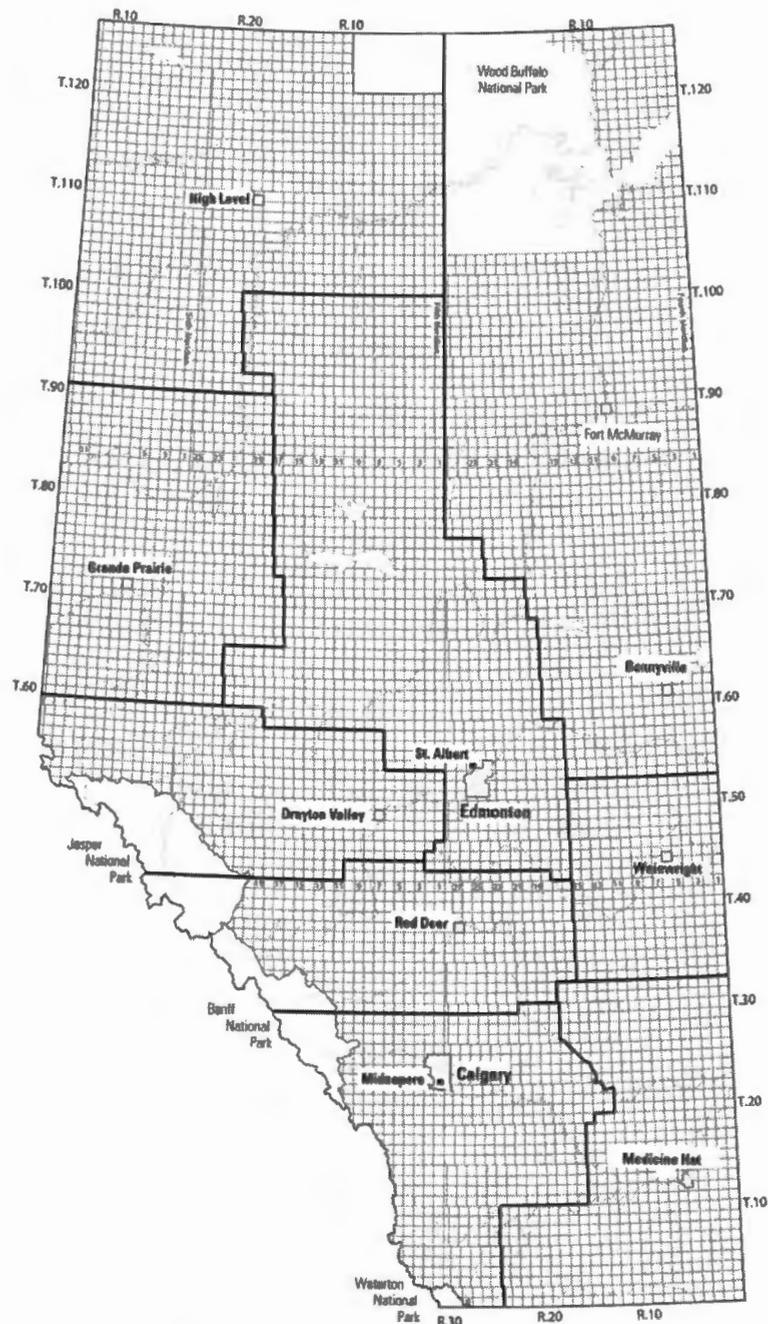
St. Albert
780-460-3800

Wainwright
780-842-7570

**Fort McMurray
Regional Office**
780-743-7214

Calgary Head Office
Customer Contact Centre
403-297-8311
1-855-297-8311
(toll free)

**Facilities Applications
Group**
403-297-4369
E-mail:
Directive56.help@aer.ca
**Alternative Dispute
Resolution Team**
1-855-297-8311



To call the above numbers toll free, dial 310-0000 and follow the prompts or ask the operator for the desired number.



Expressing Your Concerns – How to File a Statement of Concern About an Energy Resource Project

This fact sheet is intended to help you understand what statements of concern are and how to file one with the Alberta Energy Regulator (AER) if you have a concern with an energy resource development application. This fact sheet also answers questions we commonly hear and outlines what you must include in a statement of concern in order for it to be registered.

What is a statement of concern?

Albertans concerned about a particular application may submit a “statement of concern,” which is a written submission that outlines specific concerns about an application. A statement of concern may be filed by anyone who believes they may be directly and adversely affected by an application. Upon proclamation of the *Responsible Energy Development Act*, statements of concern replaced objections as the way to file your concerns about energy project applications.



What is the difference between a statement of concern and an operational complaint?

Statements of concern outline concerns about applications for proposed energy resource activities and developments, as well as any amendments to them. Operational complaints outline concerns about the operations of existing energy resource activities (e.g., noise, smells, etc.). An operational complaint can be made at any time during the life of a project. A statement of concern can only be made in response to a notice of application. If we determine that your correspondence is an operational complaint, it will be referred to the applicable field centre for follow up. If you have an operational complaint, please direct it to the nearest AER field centre.

Who can file a statement of concern?

Anyone who believes they may be directly and adversely affected by an energy resource application can file a statement of concern.

How do I find out about energy resource development applications?

Once we receive an application, public notice is given through a dedicated webpage on our website, www.aer.ca. This new notification method enhances existing notification requirements.

Before we accept an application for an energy resource activity, and depending on the activity proposed, we may require a company to provide notification of and information about the proposed activities directly to certain individuals, making sure that those receiving the information can fully understand what is being proposed and what the potential impacts could be.

Details of who a company must contact before it applies for an energy resource activity or development vary according to the type of application. Notification requirements may include landowners, First Nations and Métis, occupants, other oil and gas operators, or local authorities. In cases where notification is required, the company must provide details about how and why it chose its proposed locations for any wells, pipelines, facilities, or access roads and what to expect in terms of equipment use and operations during the production phase.

How can I register a statement of concern?

We will only register a statement of concern if it contains the information outlined below. Phone calls are not registered as statements of concern.

You may outline your concerns using the statement of concern form on our website <http://www.aer.ca/documents/forms/StatementofConcern.pdf>.

What information must be included in a statement of concern?

To be registered, a statement of concern must include the following information:

- the application number;
- the name and contact information of the person filing the statement of concern;
- the name of the company proposing the activity or development;
- the type of project (e.g., well, pipeline, etc.);
- the location of the proposed activity or development, the location of the filer's land, and the proximity to any residence in relation to the proposed project or activity;
- a summary of concerns, including information on how the application or activity may directly and adversely affect the filer or the filer's land; and
- any history or background information that may provide additional insight into the concerns.

What information should NOT be included in a statement of concern?

Our application process is public. The *Alberta Energy Regulator Rules of Practice* require us to place all information filed about an application on the public record, including statements of concern. You should therefore assume that any information you submit will be publicly available. Therefore, you should not include anything you do not want shared publicly. This includes personal, medical, financial, or other confidential information, such as

- information related to a medical, psychiatric, or psychological history or a condition or illness, including the diagnosis, treatment, or evaluation of one;

- financial information, including
 - rent payments;
 - details about settlement negotiations or offers;
 - information affecting income or income assistance eligibility, such as tax returns and bank account or credit card information; and
 - any information shared during confidential negotiations or discussions (e.g., the AER's alternative dispute resolution program);
- information about employment or educational history; and
- statements of opinion made by another person, or your opinion about another person

Where do I send my statement of concern?

You must send your statement of concern to the company making the application as well as to the AER. We may require the applicant to respond to your concerns.

All statements of concern should be sent to

Alberta Energy Regulator

Authorizations Review & Coordination Team
Suite 1000, 250 - 5 Street SW
Calgary, Alberta T2P 0R4
Fax: 403-297-4117
E-mail: ARCTeam@aer.ca

What happens to my statement of concern once I have submitted it?

We will review your statement of concern to see if it has the information required to register it. If more information is needed, we may send you a letter requesting it.

If you do not supply the requested information, we will not register your statement of concern and will proceed with processing the application without any further notice to you.

The statement of concern will be reviewed to determine if it meets our requirements. If the statement of concern fails to demonstrate that the person may be directly and adversely affected by the application; is not filed within the timeline specified; is unrelated to the specific

application; is related to an application on which a decision has already been made (see below); or relates to a policy decision of the Government of Alberta or to a matter otherwise outside our jurisdiction, we will notify the person that the statement of concern will not be considered.

If the application is still active, and if all statement of concern requirements have been met, we will consider the statement of concern during our review of the application. However, this does not mean that we will decide to conduct a hearing of the application. There are a number of other ways in which we may address concerns, which are discussed in more detail below. (For more information on hearings, please refer to the EnerFAQs *Having Your Say at an AER Hearing*.)

We may also request a written response from the company. We will then consider the information it has received and determine how to proceed.

What if my statement of concern is related to an application about which a decision has already been made?

Applications to the AER fall under two broad categories: expedited (which are processed immediately) and nonexpedited (subject to a 30-day waiting period). If a statement of concern is received after an application has been approved, we may review the application to assess and determine if the company has met all our application requirements, including notification requirements. If we determine that the applicant has failed to comply with our requirements, we may initiate enforcement action.

You may also be able to request a regulatory appeal under section 38 of the *Responsible Energy Development Act*, generally between 7 and 30 days of notice of the decision, provided there has been no hearing of the application and you meet the other requirements.

Regulatory appeals must meet the requirements in the *Responsible Energy Development Act* and the *Alberta Energy Regulator Rules of Practice*, both of which can be viewed on our website, www.aer.ca. Any request for a regulatory appeal that does not contain the required information may not be registered and processed.

Send your request for a regulatory appeal to

Alberta Energy Regulator

Law Branch, Regulatory Appeals Coordinator
Suite 1000, 250 - 5 Street SW
Calgary, Alberta T2P 0R4
Fax: 403-297-7031
E-mail: regulatoryappeal@er.ca

A copy of the request for a regulatory appeal must also be sent to the company that holds the licence or approval and the registered owner of the land on which the resource activity is located that would be the subject of the proposed regulatory appeal.

What if I have concerns with a proposed development that has not yet been filed with the AER?

We are no longer accepting statements of concern submitted before an application. If you have preapplication concerns about a proposed activity, you should instead submit them directly to the company. You may also submit concerns to the AER's Stakeholder and Government Relations Division (SGR) via e-mail at stakeholder.engagement@er.ca, or you may contact the Customer Contact Centre (CCC) at 1-855-297-8311 (toll free). Please include your name and contact information, the company's name, the type and proposed location of the project, a summary of your concerns, and any additional information.

We will monitor, track, assess, and address all preapplication submissions to make sure that you have an opportunity to discuss your concerns.

We require applicants to inform us of any known persons with concerns about the application at the time it is submitted. We also expect applicants to send the notice of application directly to anyone who has previously raised concerns about the proposed energy development or activity to allow time for submitting a formal statement of concern.

You may view energy development applications through the Public Notice of Application Tool at www.aer.ca.

What other processes are available to address my concerns?

Concerns are often resolved before an application is submitted, and you may not need to file a statement of concern.

SGR has qualified staff across the province who can help parties understand our processes and services, including alternative dispute resolution (ADR). ADR offers concerned parties a variety of options for managing disputes including mediation, facilitation, and direct negotiation. ADR may occur even after an application has been filed or a notice of hearing for the application has been issued.

For more information, see the EnerFAQs *All About Alternative Dispute Resolution (ADR), Manual 004: Alternative Dispute Resolution Program and Guidelines for Energy Industry Disputes*, visit our website (www.aer.ca), or contact the Customer Contact Centre (CCC) at 1-855-297-8311 (toll free).

What if I want more information about the application?

If we have received an application, it may be available for public viewing on our website. To view these applications and any correspondence between us and the applicant, please see the Public Notice of Application Tool at www.aer.ca.

At this time, statements of concern and certain types of applications are not available for viewing on our website. However, you may request a copy of any application from the applicant or ask for publicly available documents from our Information Product Services Section by sending an e-mail to infoservices@er.ca or calling 1-855-297-8311 (toll free).

What if my concerns fall outside the AER's jurisdiction?

We cannot deal with concerns that fall outside our jurisdiction. This includes concerns about the following:

- Compensation for surface access or impacts
 - These concerns should be directed to the Alberta Surface Rights Board.
 - For more information, see www.surfacerights.alberta.ca.
- Compensation for impacts on trap lines
 - These concerns should be forwarded to the Alberta Trappers Compensation Board.
 - For more information on the Alberta Trappers Compensation program and how to submit a claim, see www.albertatrappers.com.
- Utilities, such as power generators, transmission lines, and gas utility pipelines
 - These concerns should be directed to the Alberta Utilities Commission.
 - For more information, see www.auc.ab.ca.
- Government of Alberta policy
 - These concerns should be raised directly with the Government of Alberta.
 - We may forward statements of concern related to such policy to the appropriate government department.

Where can I find more information?

For more information on the hearing and ADR processes and participant funding, see the following publications on our website at www.aer.ca:

- *Manual 003: The Hearing Process for the Alberta Energy Regulator*
- *Manual 004: Alternative Dispute Resolution Program and Guidelines for Energy Industry Disputes*
- *Directive 031: REDA Energy Cost Claims*

EnerFAQs

- *Having Your Say at an AER Hearing*
- *Proposed Oil and Gas Development: A Landowner's Guide*
- *The AER and You: Agreements, Commitments, and Conditions*
- *All About Alternative Dispute Resolution (ADR)*
- *Oil Sands*
- *How to Register a Private Surface Agreement*

Additional Information.

If you want more information on AER processes, if you wish to speak with your local field centre, or if you have more general questions about energy resource development and activity in the province of Alberta, contact our Customer Contact Centre: Monday to Friday (8:00 a.m. to 4:30 p.m.) at 1-855-297-8311 (toll free).

This document is part of the EnerFAQs series, which explains our regulations and processes as they relate to specific energy issues. Please visit www.aer.ca to read more of the EnerFAQs series.

Every year we collect, compile, and publish a large amount of technical data and information about Alberta's energy development and resources for use by both industry and the general public. This includes raw data, statistics, hearing materials, and information on regulations, policies, and decisions.

Publications may be either viewed at the AER library or obtained from the Information Product Services Section (IPSS). Both are housed on the tenth floor of our head office in Calgary. Publications may also be downloaded from www.aer.ca.

To obtain a print or CD copy of a specific publication, contact the IPSS by phone (403-297-8190), fax (403-297-7040), or e-mail (infoservices@er.ca).

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24-hour emergency 1-800-222-6514
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