

**AGENDA**  
**COUNCIL MEETING**  
**MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9**  
**December 8, 2020**  
**1:00 pm via GoToMeeting**

A. ADOPTION OF AGENDA

B. DELEGATIONS

- a) 1:00 pm to 1:20 pm - STARS update – Glenda Farnden
- b) 1:20 pm to 1:40 pm - Yellowstone to Yukon Conservation Initiative (Y2Y) - Patty Richards

C. MINUTES/NOTES

- 1. Council Committee Meeting Minutes
  - November 24, 2020
- 2. Council Meeting Minutes
  - November 24, 2020

D. BUSINESS ARISING FROM THE MINUTES

E. UNFINISHED BUSINESS

- a) Bylaw 1320-20 (Utilities)
  - Bylaw presented for 2<sup>nd</sup> and 3<sup>rd</sup> reading
- b) Lundbreck Dog Park Survey Results

F. COMMITTEE REPORTS / DIVISIONAL CONCERNS

- 1. Councillor Quentin Stevick – Division 1
- 2. Councillor Rick Lemire – Division 2
- 3. Councillor Bev Everts– Division 3
  - ASB Minutes November 5, 2020
- 4. Reeve Brian Hammond - Division 4
  - PCEMS Minutes October 22, 2020
- 5. Councillor Terry Yagos – Division 5
  - PCEMS Minutes October 22, 2020
  - ASB Minutes November 5, 2020

G. ADMINISTRATION REPORTS

- 1. Operations
  - a) Operations Report
    - Report from Director of Operations dated December 2, 2020
    - Capital Budget Summary
    - Hamlet Road Plowing Maps
    - Snow Plowing Map 2020/2021
    - Public Works Call Log
  - b) Removal of Policy C-PW-022 Maintenance of Roads within Forestry
    - Report from Director of Operations dated November 27, 2020
  - c) Road and Culvert Repairs on NW 20-T5-R28-W4M/Twp. Rd 5 -4
    - Report from Director of Operations dated December 2, 2020
- 2. Development and Community Services
  - a) AES Report November
    - Report from AES dated December 3, 2020

- b) Road Closure NE 6-6-1 W5M
  - Report from Director of Development and Community Services, dated December 2, 2020
- c) Road Closure - NE 12-7-3 WSM
  - Report from Director of Development and Community Services, dated December 2, 2020
- d) Nature Conservancy of Canada Conservation Easement Shoderee (CA)
  - Report from Director of Development and Community Services, dated December 2, 2020

3. Finance

- a) Financial Policy - Financial Reserves C-FIN-523
  - Report from Director of Finance, dated December 1, 2020

4. Municipal

- a) Chief Administrative Officer Report
  - Report from CAO, dated December 3, 2020

H. CORRESPONDENCE

1. For Action

- a) STARS request for annual donation

2. For Information

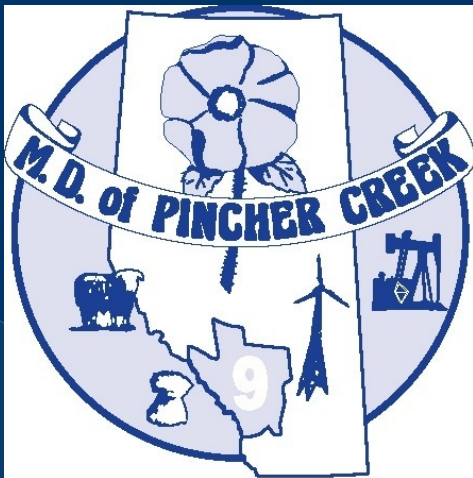
- a) Community Foundations Grant Agreement –Twin Butte Community Hall
- b) Cowley Lions Club – Tree Canada Grant Application
- c) News Release – Seeking Input on Outdoor Recreation and Trails
- d) Grant Specialist Report – October 2020
- e) Merry Christmas from ORRSC
- f) Alberta SouthWest Regional Alliance Minutes of November 4, 2020
- g) Alberta SouthWest Bulletin December 2020

I. NEW BUSINESS

J. CLOSED MEETING SESSION

- a) MD of Ranchland Letter – FOIP Section 17
- b) Road Closure and Purchase Request – McClelland – FOIP Section 17
- c) Road Closure and Purchase Request – McClelland/Bosch – FOIP Section 17
- d) Pincher Creek Recreation Master Plan – FOIP Section 17

K. ADJOURNMENT



**PARTNERS THAT SAVE LIVES.**

# COVID - 19

## #1 Priority

### Maintain Unimpacted Operations

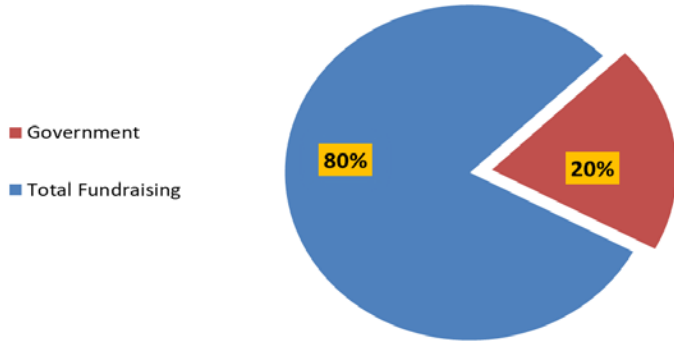
- \* Enhanced PPE measures
- \* Suspected /Confirmed COVID cases
  - \* Approx. 13% of call volume
  - \* As high as 18% of call volume
- \* STARS Transport Physicians
  - \* International consortium
  - \* Developed online portal for medical personnel
  - \* Enhanced airway management protocols
  - \* Advise medical personnel
  - \* Oxygenation and ventilation procedures
- \* Maintain Physician-driven strategy



# FUELED BY GENEROSITY

## Achieving successes together

### STARS Alberta Funding Fiscal 2021

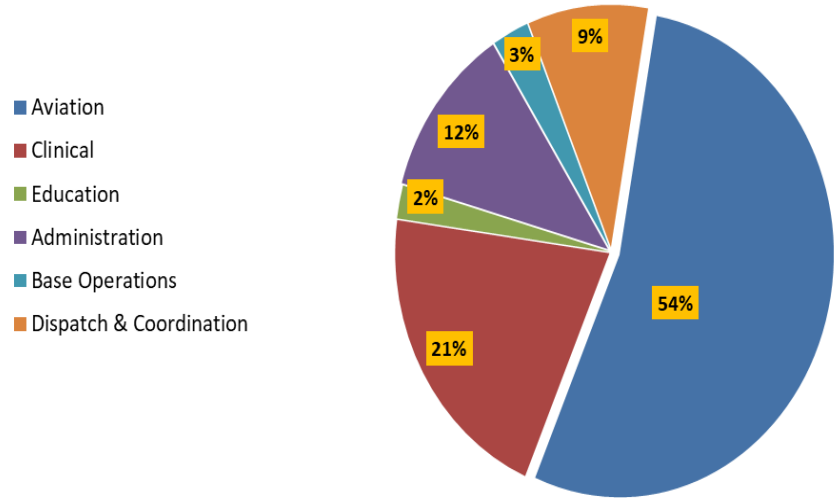


#### Funding in Thousands

|  |    |        |   |
|--|----|--------|---|
| AB Government Funding                          | \$ | 7,354  | ↓ |
| Total Operating Costs /Capital Expenditures ** | \$ | 36,700 |   |
| AB Government Funding as a Percent of Costs    |    | 20%    |   |
|  |    |        |   |
| STARS Gross Fundraising                        | \$ | 7,321  | ↓ |
| AB Lottery                                     | \$ | 10,358 | ↓ |
| Calendar                                       | \$ | 381    | ↓ |
| Site Registration / Emergency Contact Centre   | \$ | 3,077  | ↓ |
| Other Revenue                                  | \$ | 664    | ↓ |

\*\* Excludes capital expenditures for fleet renewal

### STARS Alberta Expenditures - (3 Bases) Fiscal 2021



| M.D. of Pincher Creek @ November 30, 2020                          | 2016     | 2017      | 2018     | 2019      | 2020      | TOTAL     |
|--|----------|-----------|----------|-----------|-----------|-----------|
| Beaver Mines   |          |           |          | 2         |           | 2         |
| Near Blairmore (within MD of Pincher Creek)                        |          |           |          |           | 1         | 1         |
| Burmis Weigh Scale   | 2        |           |          |           | 2         | 4         |
| Near Cowley  |          |           |          | 3         | 2         | 5         |
| Near Hill Spring (within MD of Pincher Creek)                      |          |           |          | 1         |           | 1         |
| Pincher Creek Hospital inter-facility transfers                    | 7        | 16        | 6        | 5         | 8         | 42        |
| Near Pincher Creek scene / SAR                                     |          | 1         | 1        | 1         | 1         | 4         |
| Near Waterton Park   |          |           | 1        | 1         |           | 2         |
| <b>TOTAL (annual averages reflect 1 mission flown every month)</b> | <b>9</b> | <b>17</b> | <b>8</b> | <b>13</b> | <b>14</b> | <b>61</b> |



# AIRBUS H145

Major safety initiatives

Advanced avionics

Reduce pilot workload / crew fatigue

Ideal 360° maneuverability

Increased fuel efficiency / speed / range

## FLEET STATUS

July 2019 – #1 operational from Calgary

July 2019 – #2 back up & training flights

Oct. 2019 – #3 operational from Saskatoon

Dec. 2020 – #4 & #5 expected delivery

Mar. 2021 – #6, #7 expected deliver

\*New 5-bladed system

2022 - #8, #9 expected delivery



# AIRBUS H145

## FLEET CAMPAIGN CONTINUES

**\$117M Helicopters only** (\$13M per helicopter)  
**+ \$18M \*Associated costs**

- \$13M Saskatchewan Government (1)
- \$13M Alberta Government (1)
- \$65M Federal Government (5 helicopters)
- \$13M Corporate/Individual (pre-COVID)
- \$ 1M Municipal Fleet Gifts

**\$30M Funds Raised To-date**  
**- \$15M Possible sale proceeds**

**\$15M Campaign Remaining**

**\*Associated costs include:**

- Intensive Pilot training (all bases)
- Required Pool Pilot coverage (all bases)
- Mechanic training
- Specialized tools / Ground control equipment



**H145 FLEET CAMPAIGN CONTINUES**

**WE ARE ALL STARS®**





AIRBUS H145 – AIRBORNE INTENSIVE CARE UNIT (ICU)

WE ARE ALL **STARS**®

# HANDHELD PORTABLE ULTRASOUND

- \* Collapsed lungs
- \* Trauma-related
- \* Internal Hemorrhage
- \* Heart abnormalities
- \* Suspected heart failure



LEADING EDGE TECHNOLOGY

WE ARE ALL **STARS**®



***OUR REQUEST***

**\$5,930.00** (\$2 per capita)

**For 2021**

Thank you for your continued support of STARS.

**YOU ARE OUR REASON FOR BEING.**

**WE ARE ALL STARS®**

**From:** [Patty Richards](#)  
**To:** [Jessica McClelland](#); [Troy MacCulloch](#)  
**Cc:** [Connie Simmons](#); [Hilary Young](#)  
**Subject:** Re: Council - md of pincher creek  
**Date:** December 2, 2020 9:11:00 AM

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Hello Jessica,

That sounds great! I will have a powerpoint to present that I can share in advance (just awaiting final tweaks) or can share my screen at meeting time. As for pre-reads here is a brief project introduction for all:

<https://y2y.net/blog/exploring-nature-based-economic-opportunities-for-southwest-alberta/>

**Patty Richards**

*She/Her*

Alberta Program Advisor

Yellowstone to Yukon Conservation Initiative (Y2Y)

230, 1350 Railway Avenue, Canmore, Alberta, T1W 1P5

(403) 807 - 6948

Patty@y2y.net/[www.y2y.net](http://www.y2y.net)

**MINUTES**  
**COUNCIL COMMITTEE MEETING**  
**MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9**  
**Tuesday, November 24, 2020 9:00 am**

**Present:** Reeve Brian Hammond, Deputy Reeve Rick Lemire, Councillors Terry Yagos, Quentin Stevick and Bev Everts (attended virtually).

**Staff:** CAO Troy MacCulloch, Director of Development and Community Services Roland Milligan, Director of Finance Meghan Dobie, Financial Services Clerk Brendan Schlossberger and Executive Assistant Jessica McClelland.

Reeve Brian Hammond called the meeting to order, the time being 9:10 am.

1. Approval of Agenda

Councillor Bev Everts

Moved that the agenda for November 24, 2020 be amended to include:

- o 2) Closed Session: Unpaid Taxes – FOIP Section 17

Carried

2. Closed Session

Councillor Rick Lemire

Moved that Council move into closed session to discuss the following, the time being 9:13 am:

- a) Draft Recreation Agreement with Crowsnest Pass – FOIP Section 17
- b) Unpaid Taxes – FOIP Section 17

Carried

Councillor Terry Yagos

Moved that Council move out of closed session, the time being 9:54 am.

Carried

3. 2021 Operations Budget Discussion

Director of Operations Aaron Benson and Public Works Superintendent Erin Blanchard attended the meeting at this time.

Director of Finance Meghan Dobie presented the draft 2021 Operations Budget to Council for discussion and explanation.

4 Adjournment

Councillor Terry Yagos

Moved that the Committee Meeting adjourn, the time being 11:58 am.

Carried

**MINUTES**  
**MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9**  
**REGULAR COUNCIL MEETING**  
**NOVEMBER 24, 2020**

9347

The Regular Meeting of Council of the Municipal District of Pincher Creek No. 9 was held on Tuesday, November 24, 2020, at 1:00 pm, in the Council Chambers of the Municipal District Administration Building, Pincher Creek, Alberta.

- PRESENT** Reeve Brian Hammond, Deputy Reeve Rick Lemire, Councillors Terry Yagos, Quentin Stevick and Bev Everts (attended virtually).
- STAFF** CAO Troy MacCulloch, Director of Development and Community Services Roland Milligan, Director of Finance Meghan Dobie, Director of Operations Aaron Benson and Executive Assistant Jessica McClelland.

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

**A. ADOPTION OF AGENDA**

Councillor Quentin Stevick 20/424

Moved that the Council Agenda for November 24, 2020 be amended to include:

- E – Pincher Creek Emergency Services – billing update – verbal
- F 3 – MOST grant process – Meghan – verbal
- H1a) – Accident on Gladstone
- I1a) More information on Health Ministers Meeting
- I2b) Move to K a) FOIP Section 17
- K a) Water allocation meeting with MLA
- K b) 2021 Operations Budget

And that the agenda be approved as amended.

Carried

**B. PUBLIC HEARING BYLAW 1320-20 (UTILITIES)**

1. Call to Order – Reeve Brian Hammond called the public hearing to order at 1:04 pm.
2. Advertising Requirement  
Reeve Hammond advised that the Public Hearing had been advertised in accordance with Section 606 of the Municipal Government Act. This Public Hearing was advertised in the Pincher Creek Echo and Shootin the Breeze on November 4 and 11, 2020 as well as the MD website and MD Social Media pages
3. Purpose of Public Hearing  
CAO Troy MacCulloch explained the purpose of the hearing. That the purpose of Bylaw 1320-20 is to regulate and provide for the terms, conditions, rates and charges for the supply and use of water services, wastewater services and solid waste services provided by the Municipal District of Pincher Creek No. 9.
4. Overview of Bylaw No. 1320-20  
CAO Troy MacCulloch provided an overview of the Bylaw and then referred back to the Reeve for correspondence and questions.
5. Correspondence

VERBAL:

Reeve Hammond asked if anyone in the audience wishes to make a statement.

- Garry Marchuk (Beaver Mines Resident)

Q: Will it be a requirement to hook up to both the water and wastewater system in Beaver Mines?

A: Residents will not be able to hook up partially as it a safety issue that could end up overloading or contaminating the MD's system. It is all in or not.

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- Jason Crawford (Director of Mountain Operations at Castle Mountain Resort)
- I would like to first off thank the MD of Pincher Creek, Council and Administration for allowing the opportunity for me to speak today on bylaw 1320-20 on behalf of Castle Mountain Resort.
- As many of you know, Castle Mountain Resort is made of both commercial and residential entities. There are 3 main, yet separately owned businesses that operate commercially at CMR. Castle Ski Lodge and Hostel that operates accommodations, property management, central reservations and new this year a small food establishment and they are a partner with CMR. Alpenland operates a retail and rental shop at the resort and is also an active partner with CMR. There are several smaller independent accommodators that operate Air BnB style of businesses, these are all separate from CMR but share a common vision of attracting visitors to our region. There are approximately 120 privately owned residents at Castle, which vary from single family homes, to duplexes and condos. We are seeing a growing number of permanent residents at Castle. The land in the community is owned by CMR and leased to the residents and businesses. CMR's primary focus is on operating a resort in the tourism sector attracting close to 100,000 visitors from all over the world, however the bulk of our visits come from Southern Alberta. Our secondary focus, is to provide utilities and services for our community to function. That includes water, waste water, property maintenance, beautification, parks, trails, and road maintenance, acting much like a municipality.
- Last year CMR and our residents contributed just shy of a half million dollars in property taxes to the MD. We are one of the largest employers in the region with up 175 employees which works out to about 80 Full Time Equivalents with a payroll of \$2.7 million. Our annual direct spending is \$3-3.5 million, which drives indirect spending up to \$7 million. Each year we give back to our local schools and charities in the tune of \$7500 in product and cash donations. We are proud neighbors and members of this community, region and province.
- Every community has foundational pieces needed for survival. For CMR, we need access to 3 phase power, high-speed communications, safe transportation, and an adequate water supply. While 3 phase power and high-speed communications still need some work, we now have a safe road into our community and soon, access to adequate potable water.
- Our existing domestic water supply is inadequate for the demands of our growing community and the MD supplied water line provides the security of clean potable water for years to come. Water management will continue to be a priority for CMR and our community, however knowing that water is available to live or for emergencies in case of domestic or wild fire is a tremendous piece of mind.
- Our business and our lifestyle revolve around the environment that we work, live and play in. We strive to be great stewards of our natural resources and environment and endeavor to improve where we can, when we can. Part of this is the security for access to potable water.
- I want to thank the administration for being open, responsive and fair with regards to water supply timelines, and costs. And I want to thank Council for your continued support of Castle Mountain Resort and our community.

Reeve Hammond asked if there were any further questions from the gallery, or via virtual attendance. No one else requested to speak.

WRITTEN:

Reeve Hammond if any other submissions have been received.

- Lynn Calder submitted a written concern, but since has removed it as administration was able to answer all questions.
- No other written submissions were received.



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6. Closing Comments

Reeve Hammond asked if Council has any further questions. None were received.

7. Adjournment

Reeve Brian Hammond adjourned the public hearing, the time being 1:18 pm.

C. DELEGATION

D. MINUTES

1. Committee Meeting Minutes

Councillor Quentin Stevick 20/425

Moved that the Minutes of the Committee Meeting on November 10, 2020 be approved as presented.

Carried

2. Council Meeting Minutes

Councillor Terry Yagos 20/426

Moved that the Minutes of the Council Meeting on November 10, 2020 be approved as presented.

Carried

D. BUSINESS ARISING FROM THE MINUTES

a) Pincher Creek Emergency Services Billing Structure

Councillor Rick Lemire 20/427

Moved that the verbal update of the Pincher Creek Emergency Services Billing Structure, be received as information.

Carried

E. UNFINISHED BUSINESS

a) Revised Policy C-PW-009 Dust Control

Councillor Terry Yagos 20/428

Moved that Policy C-PW-009 Dust Control, be approved as presented.

Carried

b) Appointments to Committees

Councillor Rick Lemire 20/429

Moved that Council appoint the following:

- Police Advisory Committee - CAO Troy MacCulloch
- Recreation Advisory Committee - Kristopher Larson
- Airport Advisory Committee - Leo Reedyk and Gordon Berturelli
- Agricultural Service Board - Martin Puch, Frank Welsch, David Robbins and Anna Welsch

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- Pincher Creek Library Board - Blanche Lemire, Sandra Baker and Mike Barkwith
- Municipal Planning Commission - Jim Welsch (\*Administration to continue to advertise to find a second member at large)

Carried

c) MOST Grant Update

CAO Troy MacCulloch updated Council on the MOST Grant, and requested that Council have their suggestions of community organizations available for the December 8, 2020 meeting to allow time for letters to be drafted to determine the needs of the community.

F. COMMITTEE REPORTS / DIVISIONAL CONCERNS

1. Councillor Quentin Stevick – Division 1
  - a) Remembrance Day at Twin Butte
2. Councillor Rick Lemire – Division 2
  - a) Pincher Creek Emergency Services Commission
  - b) Remembrance Day at MD Office
3. Councillor Bev Everts– Division 3
  - a) Agricultural Service Board
  - b) Alberta Southwest next date is December 4, 2020 \*Councillor Yagos will attend
  - c) Remembrance Day at MD Office
4. Reeve Brian Hammond - Division 4
  - a) Crowsnest Pincher Creek Landfill Association
5. Councillor Terry Yagos – Division 5
  - a) Pincher Creek Emergency Services Commission

Councillor Terry Yagos 20/430

Moved to accept the Committee Reports and information.

Carried

Public Works Superintendent Eric Blanchard attended the meeting at this time.

G. ADMINISTRATION REPORTS

1. Operations
  - a) Operations Report

Councillor Quentin Stevick 20/431

Moved that Council receive for information:

- Public Works Call logs, dated November 19, 2020
- Capital Budget Summary, dated November 19, 2020
- Program Capital Budget Projects Status, dated November 19, 2020
- Gladstone Valley – Post Incident

Carried

Eric Blanchard left the meeting at this time, the time being 2:22 pm.

- b) Fisher Bridge

Councillor Quentin Stevick 20/432

Moved that Council approves the Bridge File 2488 repairs in early 2021, through the Bridge Reserve (6-12-0-742-6740).

Carried

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2. Development and Community Services

a) AES Report November

Councillor Terry Yagos 20/433

Moved to accept the AES November report as information.

Carried

b) Policy C-AES-006 Conservation Project Funding

Councillor Quentin Stevick 20/434

Moved that as policy C-AES-006 Conservation Project Funding, hasn't been utilized or funded, it be rescinded and removed from the policy manual.

Carried

3. Finance

4. Municipal

a) Chief Administrative Officer Report

Councillor Terry Yagos 20/435

Moved that Council receive for information, the Chief Administrative Officer's report for the period of November 11, 2020 to November 24, 2020.

Carried

b) Cancellation of December Meeting

Councillor Rick Lemire 20/436

Moved that the regularly scheduled Council Committee Meeting and Council Meeting of December 22, 2020 be cancelled;

And further that if there is an emergent need to have a meeting during this time that an appropriate date and time be set.

Carried

H. CORRESPONDENCE

1. For Action

a) Health Minister Shandro - scheduled hospital tour and meeting - January 7, 2021

Councillor Rick Lemire 20/437

Moved that Reeve Brian Hammond be authorized to represent the MD of Pincher Creek at the meeting with Health Minister Shandro.

Carried

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b) Grassy Mountain Coal Mine Concern

Councillor Rick Lemire 20/438

Moved that Council thank the concerned landowner and advise that the MD is awaiting further information on the project prior to making any statements.

Carried

c) Water & Wastewater Operators Certificate

Councillor Quentin Stevick 20/439

Moved that Council approve the request to have Clayton Davis, Public Works Foreman for the Village of Cowley, and train under the MD's water plant operator to receive the required hours of experience to enable him to obtain his Level 11 for the Water and Wastewater operators' certification.

Carried

a) 2021 Joint Funding Allocation

Councillor Terry Yagos 20/440

Moved that the letter from the Town of Pincher Creek, regarding the 2021 Joint Funding Allocation, be received as information.

Carried

Councillor Terry Yagos 20/441

Moved that the following be received as information:

- c) ORRSC Committee Minutes
- d) Town of Pincher Creek Organizational Minutes
- e) Access for Albertans to Chiropractic Care in the Event of a Second COVID-19 Related Shutdown

Carried

I. NEW BUSINESS

a) 2021 Operating Budget

Councillor Terry Yagos 20/442

Moved that Council approve the 2021 Operating budget as presented.

Carried

J. CLOSED SESSION

Councillor Quentin Stevick 20/443

Moved that Council move in to closed session to discuss the following, the time being 3:25 pm:

- a) Pincher Creek Foundation Funding Formula – FOIP Section 17
- b) Water allocation meeting with MLA – FOIP Section 17

Carried

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Councillor Terry Yagos 20/444

Moved that Council open the Council meeting to the public, the time being 4:01 pm.

Carried

K. ADJOURNMENT

Councillor Terry Yagos 20/445

Moved that Council adjourn the meeting, the time being 4:02 pm.

Carried

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

**MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9  
IN THE PROVINCE OF ALBERTA  
BYLAW No. 1320-20**

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

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

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

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

**PART I - TITLE AND DEFINITIONS**

**1. Bylaw Title**

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

**2. Definitions and Interpretation**

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

(a) "Account" means an agreement between a Customer and the MD for the supply of Utility Services of which the terms of this Bylaw shall form a part and includes the amounts payable from time to time by the Customer to the MD, as the context requires;

(b) "Bulk Waste" includes furniture, appliances, mattresses, bicycles, or other oversize items not capable of being placed in a Waste Receptacle or a Garbage bag for collection;

(c) "Chief Administrative Officer" or "CAO" means the Chief Administrative Officer of the MD or the Chief Administrative Officer's delegate;

(d) "Collection Area" means, in respect to Solid Waste Services, the hamlets of Lundbreck and Beaver Mines;

(e) "Collection Schedule" means the set schedule regarding the provision of Solid Waste Services approved by the Chief Administrative Officer for the weekly collection of Household Waste within the Collection Area;

(f) "Commercial Waste" means any Waste, other than Household Waste, generated by commercial, industrial, institutional, community, governmental, religious or charitable organizations;

(g) "Construction Waste" means any Waste generated by constructing, altering, repairing or demolishing any structure;

(h) "Council" means the council of the Municipal District of Pincher Creek No. 9;

(i) "MD" means the municipal corporation of the Municipal District of Pincher Creek No. 9 and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;

(j) "Cross Connection" means any temporary, permanent, or potential connection of any piping, fixture, fitting, container or appliance to the Water System that may allow backflow to occur, including but not limited to: swivel or changeover devices, removable sections, jumper connections, and bypass arrangements;

(k) "Cross Connection Control Device" means a testable CSA certified device that prevents the backflow of water;

(l) "Curb Stop" means a valve connected to a Service Connection enabling the turning-on and turning-off of the water supply to a Customer's Property;

(m) "Customer" means any Person receiving Utility Services and, where the context or circumstances so require, includes any Person who is named on an Account, or who makes or has made an application for Utility Services or otherwise seeks to receive Utility Services, and also includes any Person acting as an agent or representative of a Customer;

(n) "Dwelling" means a private residence with sleeping and cooking facilities used or intended to be use as a residence;

(o) "Engineering Design Standards" means the MD's Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;

(p) "Emergency" means a condition that creates an imminent danger or a real possibility of Property damage, or personal injury, or when a condition or situation is declared to be an emergency by Council, or the Federal or Provincial Crown, or other civil authority having jurisdiction;

(q) "Facilities" means any infrastructure forming part of:

i. the Water System, including without limitation: water treatment plants, reservoirs, pumping stations, Water Mains, Water Service Lines, bulk water stations, Curb Stops, valves, fittings, fire hydrants, chambers, Meters, Cross Connection Control Devices and all other equipment and machinery of whatever kind owned by the MD that is used to produce and supply potable water to Customers; or

ii. the Wastewater System, including without limitation: Wastewater treatment plants, Wastewater lagoons, pumping stations, Wastewater Mains, Wastewater Service Lines, valves, fittings, chambers, Meters, and all other equipment and machinery of whatever kind owned by the MD that is used for the collection, transmission, treatment and disposal of Wastewater; as the context requires.

(r) "Garbage Bag" means a non-returnable plastic bag meeting the following specifications:

(i) made from sturdy material which is strong enough to withstand normal handling and lifting;

(ii) can be securely tied at the top;

(iii) is in good condition, free from rips and tears; and

(iv) not exceeding 20 kilograms including its contents.

(s) "Hazardous Waste" has the same meaning as in the Environmental Protection and Enhancement Act and associated regulations;

(t) "Household Waste" means unwanted refuse or materials intended for disposal generated by normal human living processes and domestic activities;

(u) "Liquid Waste" means any Waste, other than Hazardous Waste, having a moisture-content in excess of 30%;

(v) "Meter" means the individual or compound water meter, of a make and model approved by the MD, and all other equipment and instruments, including but not limited to, radio frequency units and remote meter reading devices supplied and used by the MD to calculate and register the amount of water consumed relative to the land and buildings that the Meter is designed to monitor;

(w) "Multiple Dwelling" means a wholly or partially residential development containing more than one Dwelling, whether or not the development is within a single building;

(x) "Non-Residential Premises" means any building that is used for commercial, industrial or institutional purposes and does not include Residential Premises;

(y) "Occupant" means a Person occupying a Property, including a lessee or licensee, who has actual use, possession or control of the Property;

(z) "Owner" means:

i. in the case of land, the Person who is registered under the *Land Titles Act* as the owner of the fee simple estate in the parcel of land; or

ii. in the case of any property other than land, the Person in lawful possession of it;

(aa) "Peace Officer" includes a Bylaw Enforcement Officer appointed by the MD, a Community Peace Officer whose appointment includes enforcement of the MD's Bylaws and a member of the Royal Canadian Mounted Police;

(bb) "Person" means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;

(cc) "Private Drainage Line" means that portion of a Service Connection that extends from the property line to an improvement or location on a Customer's Property that receives, or is to receive Wastewater Services, comprised of the Customer-owned assembly of pipes, fittings, fixtures, traps and appurtenances for the collection and transmission of Wastewater into the Wastewater System;

(dd) "Private Wastewater Disposal System" means an on-site Wastewater treatment system for the treatment and disposal of Wastewater that is not connected to the Wastewater System, as defined in the Alberta Private Sewage Systems Standard of Practice 2015 adopted by the *Private Sewage Disposal Systems Regulation*;

(ee) "Private Water Line" means that portion of a Service Connection that extends from the property line to an improvement or location on a Customer's Property that receives, or is to receive, Water Services, comprised of the Customer-owned assembly of pipes, fittings, fixtures, traps and appurtenances for providing water to a Customer's Property, excluding the Meter owned by the MD;

(ff) "Property" means:

i. in the case of land, a parcel of land including any buildings; or

ii. in other cases, personal property;



(gg) "Recreational Vehicle" means a vehicular or trailer type unit designed to provide temporary living quarters for recreational, camping, travel or seasonal use;

(hh) "Residential Premises" means any building that is used as a Dwelling and includes a Multiple Dwelling;

(ii) "Redevelopment" means construction of new residence or dwelling within a lot or parcel, typically after demolishing the existing buildings; or addition to existing dwelling resulting in intensification beyond original intended use.

(jj) "Service Connection" means all of the Facilities required to achieve a physical connection between:

i. the MD's Water Main and the structure, improvement or location that receives Water Services, to allow a Customer to receive potable water, which includes a Water Service Line and a Private Water Line; or

ii. the MD's Wastewater Main and the structure, improvement or location that receives Wastewater Services, to allow a Customer to discharge Wastewater, which includes a Wastewater Service Line and a Private Wastewater Line; as the context requires;

(kk) "Solid Waste Services" means the curb side collection of Household Waste from Properties within the Collection Area;

(ll) "Subsidiary Meter" means a privately owned Meter installed on Property at the Customer's expense and utilized strictly for the Customer's purposes;

(mm) "Terms and Conditions" means the terms and conditions in respect of Water Services, Wastewater Services and Solid Waste Services described in Schedules "A", "B", "C", "D" and "E";

(nn) "Utility Services" means Water Services, Wastewater Services or Solid Waste Services or any combination of them;

(oo) "Utility Services Guidelines" means those guidelines, procedures, protocols, requirements, specifications or standards adopted by the Chief Administrative Officer from time to time pursuant to Section 6 of this Bylaw;

(pp) "Violation Ticket" has the same meaning as in the *Provincial Offences Procedure Act*;

(qq) "Waste" means any discarded material intended for disposal and includes but is not limited to Bulk Waste, Commercial Waste, Construction Waste, Hazardous Waste, Household Waste and Liquid Waste;

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

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

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

(i) not exceeding 20 kilograms including its contents;

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

(iii) in a safe, serviceable condition.

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

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

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

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

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

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

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

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

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

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

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

## **PART II - PROVISION OF UTILITY SERVICES**

### **3. Other Public Utilities Prohibited**

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

(2) No Person shall provide a service within the MD that is similar in type to the Utility Services provided pursuant to this Bylaw unless authorized by Council.

### **4. Terms and Conditions**

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

## **5. Rates, Fees and Charges**

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

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

(3) Additional costs arising from:

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

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

(c) new connections, private water and waste water line construction to connect to municipal services.

## **6. Utility Services Guidelines**

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

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

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

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

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

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

(d) procedures or requirements concerning investigating Customer complaints and concerns;

(e) procedures or requirements for provision of temporary Water Services, including without limitation Water Services provided during the construction phase of a development;

(f) procedures or requirements that a Customer must comply with in order to access a MD bulk water station;

(g) procedures or requirements for upgrading, re-sizing, relocating or otherwise changing a Service Connection, whether at the instigation of the MD or at the request of a Customer;

(h) the turn-on and turn-off of Water Services, whether at the instigation of the MD or at the request of a Customer; and

(i) supply of water for firefighting purposes, including without limitation procedures or requirements concerning the maintenance of public and private fire hydrants and permissible use of water from fire hydrants.

## **7. Notices**

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

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

## **8. Authority of the Chief Administrative Officer**

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

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

## **PART III – ENFORCEMENT**

### **9. Offence**

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

### **10. Continuing Offence**

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

**11. Vicarious Liability**

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

**12. Corporations and Partnerships**

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

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

**13. Fines and Penalties**

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

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

**14. Violation Ticket**

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

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

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

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

**15. Voluntary Payment**

A Person who commits an offence may:

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

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

**16. Obstruction**

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

**PART IV - GENERAL**

**17. Schedules**

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

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

**18. Severability**

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

**19. Repeal**

This Bylaw repeals the following bylaws:

Municipal District of Pincher Creek Bylaws;

- (a) 647 Regulation of Disposal of Garbage
- (b) 679 Collection of Lundbreck Garbage
- (c) 682 Collection and Disposal of Garbage
- (d) 995 Lundbreck Utility System and Rates
- (e) 1044-00 Amending Schedule A of 995
- (f) 1088-04 Amending Schedule A of 995
- (g) 1116-06 Amending Schedule A of 995
- (h) 1118-06 Amending Schedule A of 995
- (i) 1188-09 Amending Schedule A of 995

**20. Enactment**

This Bylaw takes effect upon being passed.

READ a first time this 27 day of October 2020.

READ a second time this \_\_\_\_ day of \_\_\_\_\_, 2020.

READ a third and time and finally PASSED on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Reeve,  
Brian C. Hammond

\_\_\_\_\_  
Chief Administrative Officer,  
Troy A. MacCulloch

## SCHEDULE "A"

### GENERAL TERMS AND CONDITIONS OF UTILITY SERVICES

#### PART 1 - GENERAL WATER, WASTEWATER AND SOLID WASTE PROVISIONS

##### 1. Duty to Supply

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

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

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

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

##### 2. No Guarantee of Continuous Supply

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

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

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

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

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

## **PART II - SERVICE CONNECTIONS**

### **3. Application for Service Connection**

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

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

### **4. Easements and Rights-of-Way**

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

### **5. Design and Engineering Requirements for Service Connections**

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

### **6. Construction of Service Connections**

(1) The MD shall provide and install all Facilities up to the property line, but the Customer shall be responsible for, and shall pay, all costs incurred by the MD in connection with the provision and installation of the Water Service Line or Wastewater Service Line.

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

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

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

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

(3) If an excavation is backfilled in contravention of subsection (2)(c), the Chief Administrative Officer may, in addition to any other rights and remedies that may be available to the MD, require the Customer in question to dig out and expose the said work at the Customer's cost.

### **7. Repair and Maintenance of Water and Wastewater Service Lines**



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

## **8. Repair and Maintenance of Private Drainage and Water Lines**

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

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

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

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

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

## **9. Customer Responsibility for Service Connection**

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

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

## **10. Compliance with Requirements and Use of Service Connection**

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

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

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

## **11. Abandonment of Service Connection**

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

## **12. Ownership of Facilities**

(1) The MD retains ownership of all Facilities necessary to provide Utility Services to a Customer, up to the property line, as well as the Curb Stop and Meter even if

located on the Customer's Property, unless a written agreement between the MD and a Customer specifically provides otherwise.

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

**13. Access to Facilities**

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

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

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

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

**14. Interference with or Damage to Facilities**

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

**15. Protection of Facilities on Customer's Property**

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

**16. Customer to Pay Relocation Costs**

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

**17. Prohibited Extension of Customer Owned Facilities**

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

**PART III - UTILITY ACCOUNTS**

**18. Requirement for Account**

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

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

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

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

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

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

## **19. Security Deposits**

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

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

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

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

## **20. Obligation to Pay**

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

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

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

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

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

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

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

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

(d) Where a Meter reading is not obtainable a water consumption estimate may, at the Chief Administrative Officer's discretion, be used;

(e) Where water consumption cannot be measured because a Meter has not been installed and Utility Service cannot be shut-off at the Curb Stop, the Customer will be charged the rates applicable to an "Unmetered Services" for Water Services.

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

(6) Every Owner of a Property within the Collection Area shall pay the applicable rates, fees and charges for Solid Waste Services set out in this Bylaw, even if no Waste is set out for collection or where the Premises on the Property are vacant.

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

## **21. Past Due Accounts**

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

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

(a) by action, in any Court of competent jurisdiction;

(b) by disconnecting the Service Connection to the Customer or shutting-off a Utility Service, and imposing a re-connection fee prior to re-establishing Utility Services;

(c) by the Chief Administrative Officer adding the outstanding Account balance to the tax roll of an Owner of a Property in accordance with the *Municipal Government Act*.

## **22. Discontinuance of Utility Services**

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

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

(a) if the Customer neglects or refuses to pay when due any amounts required to be paid under this Bylaw, which amount is not the subject of a good faith dispute;

(b) as required by law;

(c) if the Customer is in violation of any provision of this Bylaw or any agreement between the Customer and the MD for the provision of Utility Services; or

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

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

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

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

- (a) any amount owing to the MD for the provision of Utility Services;
- (b) any amount owing pursuant to subsection (4); and
- (c) any applicable security deposit.

### **23. Customer Requested Temporary Turn-off**

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

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

### **24. The MD's Right of Entry**

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

- (a) installing, inspecting, maintaining, replacing, testing, monitoring, reading or removing any facilities associated with the Water System or Wastewater System;
- (b) investigating or responding to a Customer complaint or inquiry;
- (c) conducting an unannounced inspection where the Chief Administrative Officer has reasonable grounds to believe that unauthorized use of water or interference with Facilities, including but not limited to a Meter, has occurred or is occurring; and
- (d) for any other purpose incidental to the provision of Utility Services.

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

- (a) in cases of an Emergency;
- (b) where entry is permitted by order of a court or other authority having jurisdiction;

(c) where otherwise legally empowered to enter;

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

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

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

**25. Removal of MD Facilities**

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

**26. False Information**

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

## SCHEDULE "B"

### TERMS AND CONDITIONS OF WATER SERVICES

#### PART 1 - GENERAL WATER SERVICES PROVISIONS

##### **1. Water Conservation and Demand Management Measures**

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

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

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

##### **2. Requirement to Connect to Water System**

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

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

(3) Where an exemption has been granted under subsection (2), the Chief Administrative Officer may, at any time after the granting of the exemption, require that the new development or redevelopment in question be connected to the Water System within an alternate timeframe prescribed by the Chief Administrative Officer.

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

##### **3. Alternate Water Supply**

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

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

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

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

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

##### **4. Resale and Supply of Water**

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

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

## **5. Unauthorized Use of Water**

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

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

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

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

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

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

## **6. Authorizations and Approvals for Private Water Line**

(1) The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Water Line.

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

## **7. Temporary Water Services**

The MD may provide temporary Water Services wherever practicable to a Customer for purposes of facilitating construction of a new development. The Customer will



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

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

## **8. Bulk Water**

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

## **PART II -WATER METERS**

### **9. Provision and Ownership of Meters**

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

### **10. Responsibilities of Customer**

- (1) Each Customer shall ensure that a location on the Customer's Property for Meter installation is provided, and that access to the Meter is provided for the purpose of reading or servicing the Meter, in accordance with all applicable Water Service Guidelines.
- (2) Each Customer shall provide adequate protection for the Meter supplied by the MD against freezing, heat or any internal or external damage.
- (3) When a Meter is damaged due to frost, heat or any other condition or means against which the Customer neglected to provide adequate protection, the cost of removal and repair or replacement of the Meter shall be borne by the Customer.

### **11. General Meter Restrictions**

- (1) No Person, other than an authorized agent of the MD, shall install, test, remove, repair, replace, or disconnect a Meter.
- (2) No Person shall break, tamper, or interfere with any Meter including, without restriction, any seal attached thereto.
- (3) If a Meter is lost, damaged or destroyed, the Customer shall pay for the entire cost of the Meter removal, repair and reinstallation or for the cost of replacing the Meter.

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

## **12. Access to Meters**

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

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

## **13. Remote Meter Reading**

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

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

## **14. Meter Readings**

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

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

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

## **15. Meter Testing**

(1) At the request of a Customer, the Chief Administrative Officer shall arrange for on-site Meter verification and, if necessary, shall arrange for a Meter to be tested by a person qualified to perform such work. If, upon verification or testing or both, the Meter is found to be recording accurately, which for this purpose is defined as recording between 98.5% and 101.5% of actual consumption, then the Customer shall pay all applicable fees and charges for this service.

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

(a) the Chief Administrative Officer will repair or replace the Meter and the cost, along with the costs of verification and testing, shall be borne by the MD; and

(b) subject to subsection (3), the Account based on the readings of that Meter during the period of 3 months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Customer shall pay, or shall be refunded, as the case may be, the amount so determined, which payment or refund shall be accepted by both the MD and the Customer in full settlement of any claim that may arise out of the error in the Meter.

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

**16. Circumvention of Meter**

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

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

**PART III - FIRE PROTECTION**

**17. Use of Water from Fire Hydrants**

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

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

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

**18. Interference with Fire Hydrants**

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

(2) Each Customer who owns Property on which a fire hydrant is located or Property that is adjacent to Property on which a fire hydrant is located shall maintain a clearance of at least 3 feet around a fire hydrant and shall not permit anything to be constructed, erected, placed or planted within that minimum clearance.

**19. Private Fire Protection Equipment**

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

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

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

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

(5) The MD does not guarantee or warrant that the Water System, or any portion thereof, will be capable of connecting to and/or adequately supplying Private Fire Protection Equipment on a Customer's Property and, without limiting the authority

of the Chief Administrative Officer under subsection (4), an application under subsection (2) may be rejected if the Chief Administrative Officer determines that the Water System, or portion thereof, is not capable of connecting to or adequately supplying the proposed Private Fire Protection Equipment.

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

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

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

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

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

#### **PART IV - CROSS CONNECTIONS**

##### **20. Cross Connections**

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

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

##### **21. Cross Connection Control Devices**

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

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

#### **PART V - OTHER FACILITIES**

##### **22. Operation of Curb Stops**

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

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

##### **23. Boilers**

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

## SCHEDULE "C"

### TERMS AND CONDITIONS OF WASTEWATER SERVICES

#### Unauthorized Use of Wastewater System

1. (1) No Person shall use the Wastewater System, or allow the Wastewater System to be used:
  - (a) in a manner that will impede the Wastewater System's use by other Customers;
  - (b) unless an Account has been opened by the Customer; or
  - (c) in any other unauthorized manner.
- (2) If the Chief Administrative Officer finds an unauthorized use of the Wastewater System including without restriction any tampering with any of the Facilities, the Chief Administrative Officer may make such changes in its Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.
- (3) Upon finding an unauthorized use of the Wastewater System, the Chief Administrative Officer may immediately disconnect the Service Connection or shut-off Wastewater Services, without notice, and shall charge the Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the MD.
- (4) A Person that uses the Wastewater System in contravention of this section shall pay the following charges:
  - (a) the applicable rate for the Wastewater Services used based on an estimate by the Chief Administrative Officer of the value the contravention of this section;
  - (b) all costs incurred by the MD in dealing with the contravention; and
  - (c) any other applicable fees or charges provided for in this Bylaw.

#### 2. Requirement to Connect to Wastewater System

- (1) Subject to subsection (2), all new development, including redevelopment, on Properties adjacent to a Wastewater Main must connect to the Wastewater System prior to occupancy.
- (2) The Chief Administrative Officer may, in his or her discretion, exempt a given new development or redevelopment from the connection requirement established by subsection (1).
- (3) Where an exemption has been granted under subsection (2), the Chief Administrative Officer may, at any time after the granting of the exemption, require that the new development or redevelopment in question be connected to the Wastewater System within an alternate timeframe prescribed by the Chief Administrative Officer.
- (4) If an Owner fails to take all required steps to connect the Owner's Property to the Wastewater System when required, by this section, to do so, the MD may enter onto the Property in question and, at the Owner's sole expense, take any and all steps that the MD considers necessary to connect that Property to the Wastewater System, including, without restriction, constructing a Private Drainage Line and related facilities on the Property.
- (5) The Owner of a Property in respect of which the Chief Administrative Officer has provided an exemption under subsection (2) shall install, at the Owner's expense, a Private Wastewater Disposal System that meets the approval of the Chief Administrative Officer.

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

### **3. Alternate Wastewater System**

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

(a) no Person shall, unless authorized in writing by the Chief Administrative Officer, continue to use any Private Wastewater Disposal System located on that Property for the collection or disposal of Wastewater; and

(b) any existing Private Wastewater Disposal System that is located on the Property shall be decommissioned, at the Owner's expense, in accordance with all applicable laws and regulations.

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

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

### **4. Authorizations and Approvals for Private Wastewater Line**

(1) The Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Wastewater Line.

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

### **5. Discharge into Wastewater System**

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

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

(a) any matter containing Hazardous Waste;

(b) any substance that may cause the MD to be in violation of any regulatory or operating licence, approval or permit for the Wastewater System;

(c) any flammable liquid or explosive matter which, by itself or in combination with any other substance, is capable of causing or contributing to an explosion or supporting combustion, including, without restriction, hydrocarbon substances such as gasoline and diesel fuel;

(d) any matter which, by itself or in combination with any other substance, is capable of obstructing the flow of or interfering with the operation or performance of the Wastewater System including, without restriction, grease and solid substances such as sand, grit, mud, plastics, rags, sanitary napkins and wet wipes;

(e) any matter with corrosive properties which, by itself or in combination with any other substance, may cause damage to the Wastewater System;

- (f) any substance having a pH of less than 5.5 or greater than 10;
- (g) pharmaceuticals;
- (h) corrosive or toxic substances, including, without restriction, pesticides and herbicides;
- (i) radioactive materials;
- (j) condensing water,
- (k) the contents of any privy vault, manure pit or cesspool;
- (l) the contents of a sump pump; or
- (m) storm water or surface water.

## **6. Commercial or Industrial Wastewater**

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

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

## **7. No Dilution**

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

## **8. Protection of Wastewater System**

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

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

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

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

## **9. Hauled Wastewater**

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

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



## **10. Food-Related Grease Interceptors**

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

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

## **11. Vehicle and Equipment Service Oil and Grease Interceptors**

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

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

## **12. Sediment Interceptors**

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

## **13. Spills**

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

(a) the Chief Administrative Officer and provide the following information:

- i. name of the Person causing or permitting the discharge;
- ii. location of the release;
- iii. name and contact information of the Person reporting the discharge;
- iv. date and time of the discharge;
- v. type of material discharged and any known associated hazards;
- vi. volume of the material discharged; and
- vii. corrective action being taken, or anticipated to be taken, to control the discharge;

(b) the Owner of the Property, where the Person reporting the discharge is not the Owner and knows, or is readily able to ascertain the identity of the Owner; and

(c) any other Person whom the Person reporting knows or ought to know may be directly affected by the discharge.

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

(a) confine, remedy and repair the effects of the discharge; and

(b) remove or otherwise dispose of the matter in a lawful manner so as to minimize all adverse effects.

## SCHEDULE "D"

### TERMS AND CONDITIONS OF SOLID WASTE SERVICES

#### Collection Services

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

2 (1) The MD will provide Solid Waste Services to Owners of Property located within the Collection Area.

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

#### 3. Prohibited Waste

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

(a) Household Waste generated by any Property outside of the Collection Area;

(b) animal carcasses;

(c) Bulk Waste;

(d) Commercial Waste;

(e) Construction Waste;

(f) Hazardous Waste;

(g) hot ashes; or

(h) Liquid Waste.

#### 4. Waste Collection Fees

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

(2) The Waste Collection Fee shall apply even where no Waste is set out or where all or a portion of a Dwelling is vacant.

#### 5. Preparing Waste for Collection

(1) No Person shall set out, or permit to be set out, Waste for collection without ensuring that the Waste has been prepared for collection in accordance with the following:

(a) all Waste must be secured within a Waste Receptacle or a Garbage Bag;

(b) despite subsection (a), yard materials such as clippings from shrubs and trees may be compacted and securely tied in bundles not exceeding 1.2m in length and 25kg in weight, and placed beside the Waste Receptacle;

(c) wet Waste must be thoroughly drained, double-bagged and tied securely;

(d) light, dusty materials such as cooled ashes, sawdust, powders, vacuum cleaner bags, furnace filters and absorbents must be placed in a sealed disposable container;

(e) objectionable materials including animal feces and diapers must be double-bagged and tied securely; and

(f) sharp or dangerous items, including broken glass, razor blades, sheet metal scraps and items with exposed screws or nails must be contained within protective packaging (sturdy, sealed cardboard box or rigid disposable plastic container);

## **6. Waste Receptacles**

(1) The contents of a Waste Receptacle must not be packed or jammed into the Waste Receptacle to the extent that the contents will not fall freely from the Waste Receptacle during Collection activities.

(2) The contents of a Waste Receptacle must not prevent the closure of the Lid.

(3) Waste Receptacle lids must not be chained or tied to the Waste Receptacle.

(4) Waste Receptacles must not be chained or tied to fences or Waste Container enclosures.

(5) Animal Resistant Receptacles are required when deemed necessary.

(6) Animal Resistant Receptacles need to be latched and regularly cleaned to function as intended.

## **7. Curbside Collection**

(1) All Waste Collection shall be from a front yard, curbside location unless otherwise authorized by the Chief Administrative Officer.

(2) A Person setting out Waste for Collection shall ensure that:

(a) all Waste Receptacles and Garbage Bags are placed near the front property line; and

(b) convenient and unobstructed access to Waste Receptacles and Garbage Bags is maintained at all times.

(3) No Person shall set out Waste for collection in a location that is unsafe, obstructed, poorly maintained, uneven or that otherwise prevents a Waste Collector from collecting Waste in a safe and efficient manner.

## **8. Setting Out Waste for Collection**

(1) Waste must be set out for collection by 8:00 a.m. on the morning of the scheduled collection day.

(2) No Person shall set out Waste for collection before 5:00 p.m. on the day prior to the scheduled collection day.

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

## **9. Waste Collection**

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

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

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

(4) In the event of severe weather or unusually large Waste volumes, the Chief Administrative Officer may alter the Collection Schedule for part or all of the

Collection Area to include the day before and the day after the regularly scheduled collection day.

**10. Ownership of Waste**

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

**11. Withholding Collection Services**

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

**12. Damage to Waste Receptacles**

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

**13. Interference with Waste Receptacles**

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

**14. Entering Private Property**

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

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

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

# SCHEDULE "E"

## RATES, FEES AND CHARGES

### Water and Wastewater Rates

1. The rates for Water Services, Wastewater Services and Solid Waste are as follows:

#### Utility Services

#### Bi-Monthly Rates Hamlets – (pressurized distribution system)

|             | Water Base<br>(flat rate) | Consumption<br>( / cubic metre ) | Bulk Water<br>( / cubic metre) | Sewer<br>(flat rate) | Garbage<br>(Solid Waste) |
|-------------|---------------------------|----------------------------------|--------------------------------|----------------------|--------------------------|
| Residential | \$20.00                   | \$1.15/m <sup>3</sup>            | \$ --                          | \$12.00              | \$12.00                  |
| Commercial  | \$50.00                   | \$1.50/m <sup>3</sup>            | \$2.20/m <sup>3</sup>          | \$50.00              | \$30.00                  |

#### Bi-Monthly Rates Rural connections – (cisterns)

|             | Water Base<br>(flat rate) | Consumption<br>( / cubic metre ) | Bulk Water<br>(flat rate) | Sewer<br>(flat rate) | Garbage<br>(Solid Waste) |
|-------------|---------------------------|----------------------------------|---------------------------|----------------------|--------------------------|
| Residential | \$20.00                   | --                               | \$150.00                  | --                   | --                       |

The flow rate for any private connection will be 4 L per minute and must be connected to a cistern for pressurization of the private line. All private connections are for residential/domestic use only. Any Commercial or Agriculture use of water from the MD's rural mains, without an Agreement, will be deemed improper use and enforceable under Schedule F.

#### Monthly rates through Agreements

##### Province of Alberta (Parks) Water Agreement (Castle River and Syncline)

Castle/Sync \$200.00/line base rate for capital repair and replacement, @ \$1.50/m<sup>3</sup> for consumption. The Province handles waste water and solid waste outside of this Bylaw. Repair and replacement of the distribution system within the Parks Zone will be as per Agreement with the Crown.

##### Village of Cowley Agreement

Cowley \$300.00 base rate for capital repair and replacement, @ 1.15/m<sup>3</sup> for consumption. Repair and replacement of the distribution system within the Village of Cowley will be as per the Agreement.

##### Castle Mountain Resort Water Agreement

CMR \$2500.00 base rate for capital repair and replacement, @ \$1.50/m<sup>3</sup> for consumption. CMR has its own system for waste water and another agreement for Solid Waste. Repair and replacement of the distribution system within the Resort will be the sole responsibility of CMR Inc.

#### Temporary Unmetered Water

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

### 2. New Service Connections

The fees payable for a new Service Connection are as follows:

(1) Water Service: Full cost recovery for contracted services. Charges may be paid in lump sum or over a 20 year term imposed against the parcel of land.

(2) Wastewater Service: Full cost recovery for contracted services. Charges may be paid in lump sum or over a 20 year term imposed against the parcel of land.

(3) Combined Water/Wastewater Service: Full cost recovery for contracted services. Charges may be paid in lump sum or over a 20 year term imposed against the parcel of land.

### **3. Additional Service Charges**

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

(1) Water Turn-On/Turn-Off Charge (at Customer request): \$100.00 per visit

(2) Meter Installation/Removal Charge: \$200.00

(3) Meter Test Charge: \$200.00

### **4. Solid Waste Services**

The Waste Collection Fee for curbside Solid Waste Services is:

(1) MD Collection Area, Residential \$12.00 bi-monthly

(2) MD Collection Area, Commercial \$30.00 bi-monthly

Additional agreements exist between the MD and community groups and or commercial entities for large scale solid waste receptacles.

### **5. Miscellaneous Service Fees and Charges**

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

**6** A dishonoured cheque charge of \$25.00 will be applied for each cheque returned for insufficient funds.

**SCHEDULE "F"**

**SPECIFIED PENALTIES**

|  | <b>Section</b>              | <b>1<sup>st</sup> offence</b> | <b>2<sup>nd</sup> offence*</b> |
|--|-----------------------------|-------------------------------|--------------------------------|
| Obstruct an Authorized representative  | s. 18                       | \$100.00                      | \$250.00                       |
| Backfill before  | Sch. A                      | \$250.00                      | \$500.00                       |
| Service· Connection inspection<br>Contravention of<br>Repair and<br>Maintenance Requirements | s. 6.2(c)<br>Sch. A<br>s. 7 | \$100.00                      | \$200.00                       |
| Interfere with another Customer's Service Connection /Utility Services                       | Sch. A<br>s. 9.2            | \$250.00                      | \$500.00                       |
| Obstruct access to Facilities  | Sch. A<br>s. 12.1           | \$100.00                      | \$200.00                       |
| Failure to manage vegetation on Property   | Sch. A<br>s. 12.2           | \$100.00                      | \$200.00                       |
| Install structure that interferes with proper and safe operation of Facilities               | Sch. A.<br>s. 12.3          | \$100.00                      | \$200.00                       |
| Interfere with or alter Facilities   | Sch. A<br>s. 13             | \$250.00                      | \$500.00                       |
| Extend Customer owned infrastructure beyond Property   | Sch. A<br>s. 16             | \$250.00                      | \$500.00                       |
| Supply false or Inaccurate information   | Sch. A<br>s. 27             | \$250.00                      | \$500.00                       |
| Fail to comply with Water Conservation and Demand Management Measures                        | Sch. B<br>s.1.3             | \$100.00                      | \$250.00                       |
| Unauthorized use of water  | Sch. B<br>s. 5.1            | \$250.00                      | \$500.00                       |
| Contravention of Customer Meter installation rules and Requirements                          | Sch. B<br>s. 10.3           | \$100.00                      | \$250.00                       |
| Contravention of General Meter Restrictions  | Sch. B<br>s. 11             | \$100.00                      | \$250.00                       |
| Unauthorized operation of a fire hydrant   | Sch. B<br>s. 18             | \$250.00                      | \$500.00                       |
| Obstruct access to or operation of a fire hydrant  | Sch. B<br>s. 19             | \$250.00                      | \$500.00                       |
| Unauthorized Cross Connection  | Sch. B<br>s. 21             | \$250.00                      | \$500.00                       |
| Customer fails to install Required Cross Connection Control Device                           | Sch. B<br>s. 22.1           | \$250.00                      | \$500.00                       |
| Impede Wastewater Use of other   | Sch. C<br>s. 1.1(a)         | \$250.00                      | \$500.00                       |



Customers

|  |                  |          |          |
|--|------------------|----------|----------|
| Use Wastewater System without an Account | Sch. C s. 1.1(b) | \$250.00 | \$500.00 |
|--|------------------|----------|----------|

|  |                  |          |          |
|--|------------------|----------|----------|
| Use Wastewater System in unauthorized Manner | Sch. C s. 1.1(c) | \$250.00 | \$500.00 |
|--|------------------|----------|----------|

*\* Second or subsequent offences.*

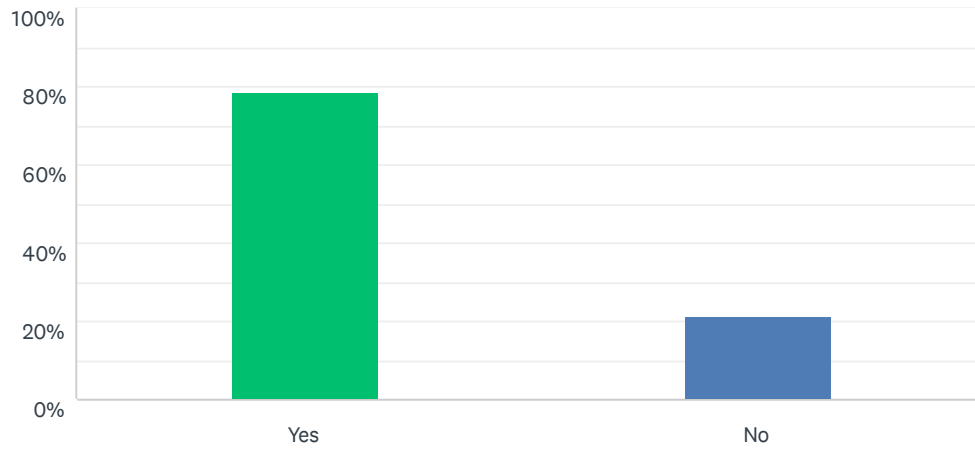
*Council and their Chief Administrative Officer reserve the right to adjust the fines, up to a maximum of \$10,000.00 based upon the seriousness of any given offence.*

**Lundbreck Dog Park  
Survey Results  
November 2020**



## Are you an MD resident?

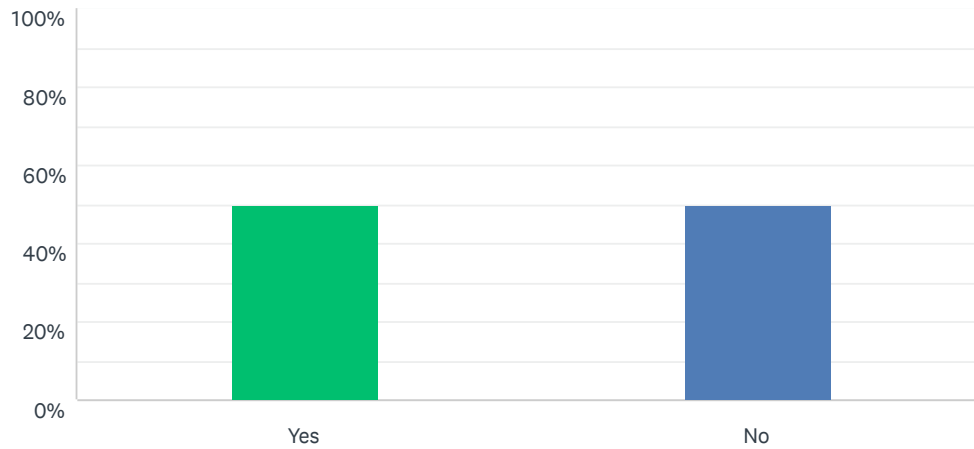
Answered: 47 Skipped: 1



| ANSWER CHOICES        | RESPONSES |    |
|-----------------------|-----------|----|
| Yes                   | 78.72%    | 37 |
| No                    | 21.28%    | 10 |
| Total Respondents: 47 |           |    |

## Are you a resident of Lundbreck?

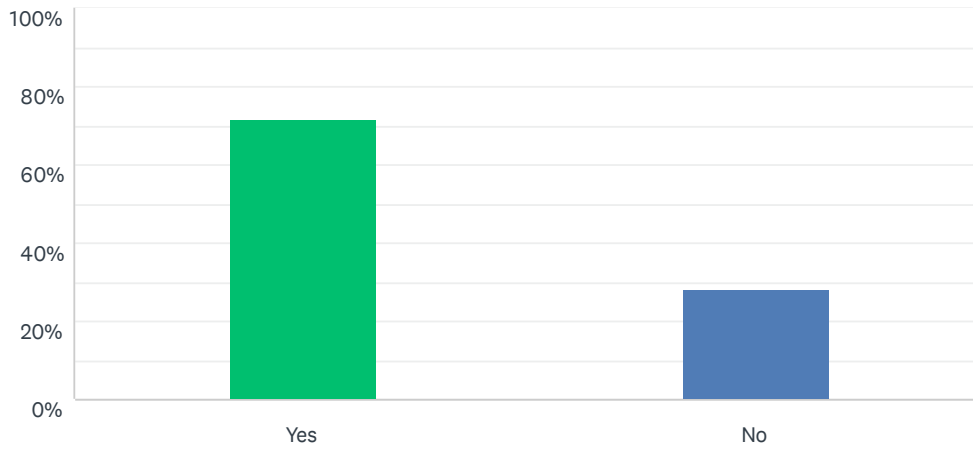
Answered: 46 Skipped: 2



| ANSWER CHOICES | RESPONSES |    |
|----------------|-----------|----|
| Yes            | 50.00%    | 23 |
| No             | 50.00%    | 23 |
| TOTAL          |           | 46 |

# Do you have a dog/dogs?

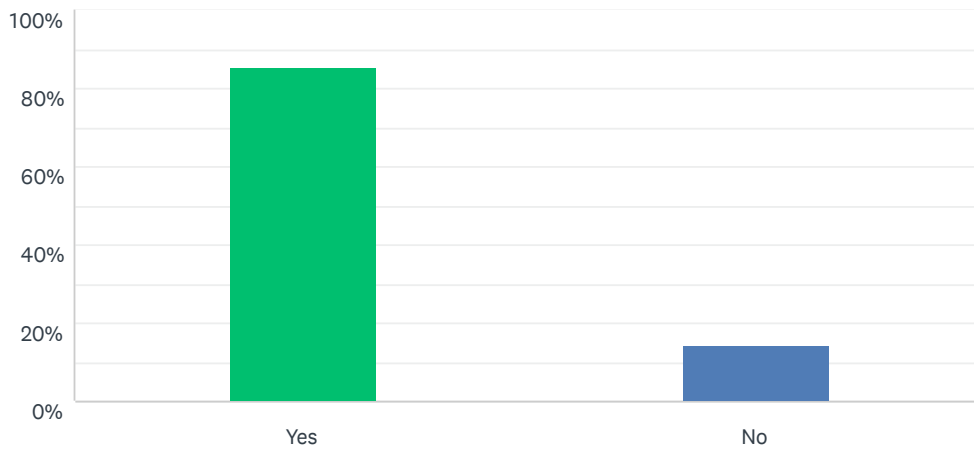
Answered: 46 Skipped: 2



| ANSWER CHOICES | RESPONSES |    |
|----------------|-----------|----|
| Yes            | 71.74%    | 33 |
| No             | 28.26%    | 13 |
| TOTAL          |           | 46 |

# Do you think the MD could benefit from an area where dogs could safely play off-leash?

Answered: 42 Skipped: 6



| ANSWER CHOICES | RESPONSES |    |
|----------------|-----------|----|
| Yes            | 85.71%    | 36 |
| No             | 14.29%    | 6  |
| TOTAL          |           | 42 |

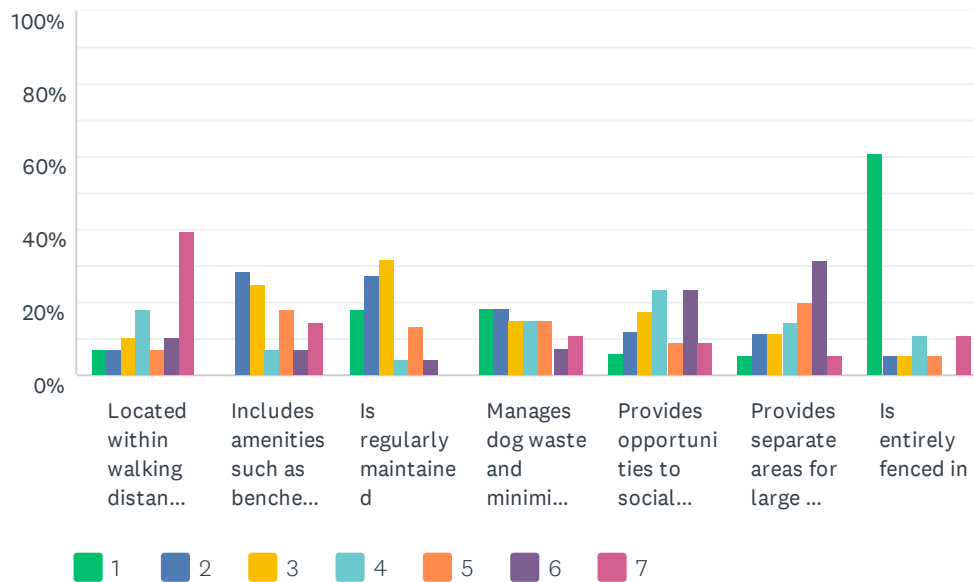
# Where do you currently take your dog(s) to walk, socialize and exercise?

Answered: 32 Skipped: 16

- Around the old Hwy in Lundbreck or on leash on mountain trails
- Back roads and hiking trails
- Dog parks in the town of PC
- Drive to cnp or castle park.
- Forestry and within town
- Hiway 3a and around walking path
- home
- Home only
- In Cowley or in our area
- Let loose in Lundbreck when visiting
- Lundbreck old hwy and thru town
- mostly on our property for exercise but will walk around Lundbreck (2 minutes away)
- My own property
- No dog yet
- Older Farm dog gets exercised at home, but a dog park would be great for socializing a new pup.
- One the back road
- our own yard or the loop
- Out in the fields. Up in the mountains, down some back gravel roads.
- Outside acreage
- Park and old Hyw.
- Patton Park
- Pincher Creek and out on hiking trails
- Pincher Creek dog park
- Pincher off leash park
- To Pincher Creek
- Up the walking path to the back road and back
- Walking trails
- Walks on leach
- We walk passed that exact same area down the path passed patron and the ball fields and back, would be awesome to have a closed in place to let them run around!
- We walk the loop down the back hwy and around patton park. We also let them run in the west ball diamond and clean up after them and others when we find poop.

## Q6 Using a scale from 1 to 7, where 1 means "very important" and 7 means "not important", rank the following criteria for a successful off-leash park:

Answered: 39 Skipped: 9



|   | 1            | 2           | 3           | 4           | 5           | 6            | 7            | TOTAL | SCORE |
|---|--------------|-------------|-------------|-------------|-------------|--------------|--------------|-------|-------|
| Located within walking distance (for example, walking distance from home) | 7.14%<br>2   | 7.14%<br>2  | 10.71%<br>3 | 17.86%<br>5 | 7.14%<br>2  | 10.71%<br>3  | 39.29%<br>11 | 28    | 3.00  |
| Includes amenities such as benches, water, shade                          | 0.00%<br>0   | 28.57%<br>8 | 25.00%<br>7 | 7.14%<br>2  | 17.86%<br>5 | 7.14%<br>2   | 14.29%<br>4  | 28    | 4.07  |
| Is regularly maintained   | 18.18%<br>4  | 27.27%<br>6 | 31.82%<br>7 | 4.55%<br>1  | 13.64%<br>3 | 4.55%<br>1   | 0.00%<br>0   | 22    | 5.18  |
| Manages dog waste and minimizes environmental impact                      | 18.52%<br>5  | 18.52%<br>5 | 14.81%<br>4 | 14.81%<br>4 | 14.81%<br>4 | 7.41%<br>2   | 11.11%<br>3  | 27    | 4.44  |
| Provides opportunities to socialize and strengthen community connection   | 5.88%<br>2   | 11.76%<br>4 | 17.65%<br>6 | 23.53%<br>8 | 8.82%<br>3  | 23.53%<br>8  | 8.82%<br>3   | 34    | 3.76  |
| Provides separate areas for large and small dogs                          | 5.71%<br>2   | 11.43%<br>4 | 11.43%<br>4 | 14.29%<br>5 | 20.00%<br>7 | 31.43%<br>11 | 5.71%<br>2   | 35    | 3.51  |
| Is entirely fenced in   | 61.11%<br>22 | 5.56%<br>2  | 5.56%<br>2  | 11.11%<br>4 | 5.56%<br>2  | 0.00%<br>0   | 11.11%<br>4  | 36    | 5.61  |

# Are there any other comments you would like to make regarding off leash dog parks in the MD?

Answered: 20 Skipped: 28

- A area for dog agility would be nice maybe this could be a project done after park was built
- As a part time Beaver Mines resident will the Lundbreck site become a pre-cursor for an off lease site in B.M. Park?
- Don't personally think this is absolutely necessary. Most dog walkers i encounter seem very responsible. Downside could be out of towners coming to use and creating congestion. My vote is to leave as is.
- Great for getting people out doors
- Great idea! We live in the Pass and would definitely use this dog park
- Hopefully this would help with the problem of people in town not having their dogs on a leash.
- I don't think this will be used. Many people walk their dogs on and off leash all over Lundbreck, but especially on the walking path and back road. If people have aggressive dogs they keep them on leash. It is probably more beneficial to enforce a pooper-scoop policy.
- I think that is a bad spot. Town is hard to get in and out of bedside the highway
- I think that it would be something that would benefit the community as even visitors would be able to use, visit, and bring more people to the park area. For many people, what gets them out and about is their dogs, and it's year round.
- I think the dog park would be greatly appreciated. Having a specific area will help eliminate the running in Patton Park after all the work they have done in there. Having a garbage disposal will hopefully encourage dog owners to clean up after.
- I think they are a great option to have for residents and also land owners to prevent unwanted trespassers on private land adjacent to crown lands. Please strongly consider putting one in Lundbreck!
- If the Off Leash Dog Park is constructed, then Patton Park should be off limits for dogs being allowed in there. Kids playing at the playground or sports should not be stepping in doggy do doo as is happening now.
- Just that it's a great idea! Dog parks always give people a reason to socialize and socialize their pups. I think it's a great idea, we have lived in Lundbreck for six months now and haven't gotten the chance to meet many residents here, which I'm sure is strongly impacted by covid-19. However, I think the dog park will give residents-new and old-the chance to meet new people!
- Many dog owners in Lundbreck do not use a leash on their dog normally. It is rare to see a dog on a leash here. Owners also need to be cleaning up after their dog. Perhaps some doggie bag stations would help around the park.
- Many dogs can jump over a 4' fence, I would like to see the fence 6' at least. I have a greyhound rescue who jumps easily a 5' and trains/highway terrify her.
- Should keep it as a bike "dirt" park. Looks like it was used as that at some point but has diminished due to lack of keeping up With cutting of grass, etc.would be a great dirt bike park if it was actually maintained. Get kids out playing rather than taking up unnecessary space for other things.
- sounds great
- The plan appears to be by the walking path....I would hope that area will be fenced off from people wishing to walk.
- This is way overdue.

Meeting Minutes  
of the  
Agricultural Service Board – Municipal District of Pincher Creek No. 9  
November 5, 2020 – MD Council Chambers  
*\*note that meeting was rescheduled from November 4, 2020*

Present: Councillor Bev Everts, Councillor Terry Yagos, Chair Frank Welsch and Members David Robbins, and Martin Puch.

Also Present: Director of Development and Community Services Roland Milligan, Agricultural Fieldman Shane Poulson, and Executive Assistant Jessica McClelland.

Not Present: Member Anna Welsch

Frank Welsch called the meeting to order at 1:30 pm.

**A. ADOPTION OF AGENDA**

Councillor Bev Everts 20/110

Moved that agenda be amended to include:

- New Business
  - Hb) Oldman River Basin Water Allocation Meeting

AND THAT the agenda be approved as amended.

Carried

**B. MINUTES**

David Robbins 20/111

Moved that the minutes of October 7, 2020 be approved as presented.

Carried

**C. DELEGATION**

**D. BUSINESS ARISING FROM THE MINUTES**

- a) Policy C-AES-005 Agricultural Service Board Appeal Committee (previously C-AES-609) and Terms of Reference

Martin Puch 20/112

Moved that the verbal update on policy C-AES-005 Agricultural Service Board Appeal Committee, stating that Council accepted the changes and approved the policy, be received as information.

Carried



b) Summer Crews 2021 Work Plan

Martin Puch 20/113

Moved that the Summer Crew 2021 Work Plan be approved as information.

Carried

c) Verbal Report on Weed Concern in the NW 4-8-29 W4M

Martin Puch 20/114

Moved that AES Staff contact the adjacent landowner for the weed concern on NW 4-8-29 W4M.

Carried

d) 607 Conservation Project Funding

David Robbins 20/115

Moved that policy 607 Conservation Project Funding, be forwarded to Council for their approval.

Carried

E. UNFINISHED BUSINESS

Calgary Stampede 2020 Farm Family of the Year

Councillor Bev Everts 20/116

Moved that the update on the Calgary Stampede 2020 Farm Family of the Year be received as information, and that the MD's certificate of appreciation be forwarded to the recipients.

Carried

F. 2020 AES DEPARTMENT REPORT

David Robbins 20/117

Moved to accept the departmental report from the Agricultural Fieldman for November 2020 as information, and that going forward both a past and present departmental report be provided.

Carried

G. CORRESPONDENCE

1. FOR ACTION

- a. Foothills Forage and Grazing Association 2021 Request Letter

Martin Puch

20/118

Moved that the ASB make recommendation to Council to approve the AES 2021 Operating Budget and support a \$5000 contribution to the Foothills Forage and Grazing Association with the stipulation that \$2000 is for their core funding with up to an additional \$3000 for individual events, for the 2021 year;

AND THAT ASB invite representatives from Foothills Forage and Grazing Association to attend an upcoming ASB meeting, either virtual or in person.

Carried

2. For Information

- a. 2020 Report Card on Resolutions

Councillor Terry Yagos

20/119

Moved that the ASB receive the 2020 Report Card on Resolutions be received as information.

Carried

Martin Puch

Moved that the following be received as information:

- b. Alberta Crop Report
- c. 2% Liquid Strychnine Concentrate
- d. ASB Grant Agreements
- e. South Region Virtual ASB Conference October 20 2020 Resolution Session  
Voting Details
  - i. Wheatland
  - ii. Vulcan
  - iii. Taber
- f. Moisture situation update
  - i. Map 1 7 day
  - ii. Map 2 Snow Pack
  - iii. Map 3 90 Day precipitation
  - iv. Map 4 soil Moisture
- g. Attention 2% Liquid Strychnine Users
- h. 2% Liquid Strychnine Concentrate Final Re-evaluation Decision
- i. CACP Funding Announcement and Kid's Halloween Bat Craft

2% Liquid Strychnine Concentrate Final Re-evaluation Decision

Councillor Bev Everts

20/120

Moved that the information on the 2% Liquid Strychnine Concentrate be posted to the MD's social media and website.

Carried

H. NEW BUSINESS

a) C-AES-604 Agricultural Pest Policy

Dave Robbins

20/121

Moved that policy C-AES-604 Agricultural Pest Policy be tabled and returned to the ASB meeting in December with proposed changes as discussed.

Carried

b) Oldman River Basin Water Allocation Meeting

Martin Puch

20/122

Moved that the Oldman River Basin Water Allocation Meeting email be received as information.

Carried

I. NEXT MEETING

December 2, 2020

J. ADJOURNMENT

Councillor Terry Yagos

20/123

Moved to adjourn the meeting, the time being 3:55 pm.

Carried

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ASB Chairperson

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ASB Secretary

## PINCHER CREEK EMERGENCY SERVICES COMMISSION

Regular Meeting Minutes  
October 22, 2020

### Opening

The Regular Meeting of the Pincher Creek Emergency Services Commission was called to order at 1:27 p.m. on October 22, 2020 by Chairperson Scott Korbett.

### Present      Members

Scott Korbett  
Don Anderberg  
Brian Hammond  
Terry Yagos

### Staff

David Cox, Chief  
Lori Schill, Recording Admin. Asst.  
Tammy Jack, Finance

### 1.0 Agenda

2020/117      Terry Yagos moved;  
                 that the agenda be accepted as amended.

Carried

### 2.0 Delegations

### 3.0 Meeting Minutes

#### a. Regular Meeting Minutes – October 1, 2020

2020/118      Brian Hammond moved;  
                 that the Regular Meeting Minutes of October 1, 2020 be accepted as presented.

Carried

**4.0 Business Arising from Previous Minutes**

**a. Beaver Mines Fire Hall – Update**

2020/119 Brian Hammond moved;  
that the Beaver Mines Fire Hall – Update be accepted as information.

Carried

**b. Harold Hollingshead Presentation**

2020/120 Terry Yagos moved;  
that Management writes a letter addressing the Harold Hollingshead  
Presentation for the next Regular Meeting.

Carried

**5.0 Financial**

2020/121 Don Anderberg moved;  
that the Financial Report be accepted as information.

**6.0 Reports**

**6.1 Chief's Reports**

**6.1 a. Report Summary**

2020/122 Terry Yagos moved;  
that the Report Summary be received as information.

Carried

**7.0 New Business**

**a. Template for 2021 Budget Submission**

2020/123 Don Anderberg moved;  
that the Report Summary be received as information.

Carried

**b. RSC Document**

2020/124 Terry Yagos moved;  
that the RSC Document be received as information.

Carried

Chairperson Scott Korbett called a meeting recess at 2:47 p.m.  
Chairperson Scott Korbett called the meeting back to order at 2:48 p.m.

## **8.0 Closed Meeting**

### **8.0 a. Freedom of Information and Protection of Privacy Act – Section 17**

### **8.0 b. Freedom of Information and Protection of Privacy Act – Section 19(2) (3)**

- |          |  |         |
|----------|--|---------|
| 2020/125 | Don Anderberg moved;<br>to go into Closed Meeting at 2:52 p.m.   | Carried |
| 2020/126 | Terry Yagos moved;<br>out of Closed Meeting at 3:08 p.m.   | Carried |
| 2020/127 | Don Anderberg moved;<br>that Management provide the municipalities CAO's and councils the<br>updated budget in approved format for review and then review the<br>budget at the next PCEMS regular scheduled meeting. | Carried |
| 2020/128 | Don Anderberg moved;<br>that item 8.0 b. Freedom of Information and Protection of Privacy<br>Act – Section 19(2) (3) was reviewed and accepted as presented and<br>attached.   | Carried |

## **9.0 Date of Next Meeting**

The next regular meeting for Pincher Creek Emergency Services Commission will be November 19, 2020 at 10:00 a.m. at the Town of Pincher Creek Office.


## **10.0 Adjournment**

- |          |   |         |
|----------|---|---------|
| 2020/129 | Terry Yagos moved;<br>to adjourn the Regular Meeting at 3:17 p.m. | Carried |
|----------|---|---------|

Approved by:  
Chairperson



Approved by:  
Chief





**OPERATIONS REPORT**

**1.0 Upcoming Meetings:**

- Meeting with Banner Engineering on BM W & WW on the statement of concerns with AEP, Thursday, December 3, 2020.
- Service awards for three (3) staff members, Thursday, December 3, 2020.

**2.0 Discussion:**

- Meeting with Solstice Environmental Management on reclamation for Thompson Colony pit, Monday, November 23, 2020.
- Meeting with AEP on aeration system for Lundbreck, 26, 2020.
- Meeting with Wood Engineering to discuss Bruder Hill, Thursday, November 26, 2020.
- Weekly meeting with CAO, Director of Development and Finance, Monday, November 30, 2020.
- Meeting with MRF Geosystems Corporation on Asset Management, Tuesday, December 1, 2020.

**2.0 Public Works Activity Includes:**

- Meeting with Superintendent and Road Foreman on damaged culvert and sinkhole, Tuesday, December 1, 2020.
- Fencing – Temporary fencing is 65% completed. The expected completion is by December 18, 2020.
- Grader Maintenance – Roads are being graded in all Divisions. The Public Works has four (4) graders out to repair, shape and smooth the gravel roads.

**• 3.0 Capital Projects Update:**

- Bridge File 13957 – Connelly Creek. – Completed
- Castle Area Regional Water Supply Contracts 1 (Pipeline) & Contracts 2 (Mechanical)
- Contract 1 – Pipeline:
  - Flushing the water line system has started with the water to the Castle Mountain tie in point is almost completed. The contractor is pressurizing the main water line in sections where chlorination will happen after.
  - The proposed completion of Castle Area Regional Water Supply is towards the middle of December 2020.
  - Public notice of the Beaver Mines Waste Water Treatment System application closed on August 14, 2020
    - Four statements of concern were filed for the AEP Wastewater System Application.
    - Banner and the MD submitted request for clarification of EPEA relevant items.
    - The project has received the AEP responses of what is considered relevant and non-relevant issues.



- Responses to the relevant statement of concerns have been created, reviewed by the MD, sent for legal vetting and submitted to AEP for their review.
- A meeting with AEP is scheduled to review the statement of concern responses on December 3, 2020. The goal of the meeting is to discuss what concerns AEP has so the project can proceed moving forward.
  - The next step after this will be for Banner and the MD to address any of the concerns by AEP.
  - If the project has addressed all of AEP's concerns to the satisfaction of the director: draft approval will be issued by AEP. Banner and the MD will review the draft approval, either provide request for changes or a letter of acceptance, followed by issuance of the final approval signed by the Director. Upon issuance of the final approval, notice of approval will be sent to the statement of concern filers who will then have a 30 day period to appeal.
  - If approval is not granted, the Project can appeal the director's decision.
- Beaver Mines Forcemain
  - The wastewater forcemain will be incorporated into the Beaver Mines Water Distribution and Wastewater Collection project for tendering and construction.
- Beaver Mines Lift Station
  - Process design is complete, structural, and electrical and HVAC designs are underway. – In progress

**Attachments**

Program Capital Projects Status

Bus route & hamlet Maps as per policy C-PW-003 Winter Maintenance of Municipal Roads

Call Logs

**Recommendation:**

That the Operations report for the period November 20, 2020 to December 1, 2020, which includes the Program Capital Projects Status update and the call log, is received as information.

Prepared by: Aaron Benson *AB*

Date: December 1, 2020

Reviewed by: Troy MacCulloch *TM*

Date: December 1, 2020

Submitted to: Council

Date: December 8, 2020

# Capital Budget Summary

| Project #                         | Service Area       | Description  | Total Cost        | Sources of Project Funding |                |                  |                  |                | Total Revenue     |
|-----------------------------------|--------------------|--|-------------------|----------------------------|----------------|------------------|------------------|----------------|-------------------|
|                                   |                    |  |                   | MSI                        | Gas Tax        | Other Grants     | Debt             | Reserves       |                   |
| <b>Infrastructure</b>             |                    |  |                   |                            |                |                  |                  |                |                   |
| PW-R-1                            | Roads              | Highway 3A – Landfill road repairs                   | 1,076,000         |                            |                | 860,000          |                  | 216,000        | 1,076,000         |
| PW-R-2                            | Roads              | Lundbreck Pave and Drainage (3rd street)             | 195,000           | 195,000                    |                |                  |                  |                | 195,000           |
| PW-R-4                            | Roads              | RR29-3 (North of 507 East, to Tower Road)            | 150,000           | 150,000                    |                |                  |                  |                | 150,000           |
| PW-R-3                            | Roads              | Southfork Hill                                       | 40,000            | 40,000                     |                |                  |                  |                | 40,000            |
| PW-BF-1                           | Bridges            | Bridge File # 6613 Cabin Creek*                      | 698,000           | 698,000                    |                |                  |                  |                | 698,000           |
| PW-BF-2                           | Bridges            | Bridge File #7235 Scottons*                          | 948,000           | 948,000                    |                |                  |                  |                | 948,000           |
| PW-BF-3                           | Bridges            | Bridge File #76293 Grumpy Road                       | 440,000           |                            | 440,000        |                  |                  |                | 440,000           |
| PW-BF-4                           | Bridges            | Bridge File #8860 Beaver Mines Creek                 | 181,500           |                            |                |                  |                  | 181,500        | 181,500           |
| PW-BF-5                           | Bridges            | Bridge File #13957 Connelly Creek                    | 43,500            |                            |                |                  |                  | 43,500         | 43,500            |
| PW-BF-6                           | Bridges            | Bridge File #75009 Wild Cat Ranch                    | 60,000            |                            |                |                  |                  | 60,000         | 60,000            |
| PW-BF-7                           | Bridges            | Bridge File #75377 Local Road over Screwdriver Creek | 50,000            |                            |                |                  |                  | 50,000         | 50,000            |
| RWCAST                            | Water/Wastewater   | Castle Area Water Servicing                          | 3,105,000         |                            |                | 3,105,000        |                  |                | 3,105,000         |
| BMDC                              | Water/Wastewater   | Beaver Mines water servicing & wastewater collection | 4,715,000         |                            |                | 3,143,334        | 1,571,666        |                | 4,715,000         |
| BMLSF                             | Water/Wastewater   | Beaver Mines Lift Station and Forcemain              | 2,750,000         |                            |                | 1,833,334        | 916,666          |                | 2,750,000         |
| BML                               | Water/Wastewater   | Beaver Mines Waste Water Treatment System            | 40,000            |                            |                | 26,666           |                  | 13,334         | 40,000            |
| <b>Infrastructure Total</b>       |                    |  | <b>14,492,000</b> | <b>2,031,000</b>           | <b>440,000</b> | <b>8,968,334</b> | <b>2,488,332</b> | <b>564,334</b> | <b>14,492,000</b> |
| <b>Equipment</b>                  |                    |  |                   |                            |                |                  |                  |                |                   |
|                                   | Public Works       | Steamer Unit   | 25,000            |                            |                |                  |                  | 25,000         | 25,000            |
|                                   | Public Works       | 6 Way Plow Attachment                                | 30,000            |                            |                |                  |                  | 30,000         | 30,000            |
|                                   | Water              | Standby Generator                                    | 60,000            |                            |                |                  |                  | 60,000         | 60,000            |
| <b>Equipment Total</b>            |                    |  | <b>115,000</b>    |                            |                |                  |                  | <b>115,000</b> | <b>115,000</b>    |
| <b>Fleet</b>                      |                    |  |                   |                            |                |                  |                  |                |                   |
| <b>Fleet Total</b>                |                    |  | <b>0</b>          | <b>0</b>                   | <b>0</b>       | <b>0</b>         | <b>0</b>         | <b>0</b>       | <b>0</b>          |
| <b>Information Services</b>       |                    |  |                   |                            |                |                  |                  |                |                   |
| <b>Information Services Total</b> |                    |  | <b>0</b>          | <b>0</b>                   | <b>0</b>       | <b>0</b>         | <b>0</b>         | <b>0</b>       | <b>0</b>          |
| <b>Facilities</b>                 |                    |  |                   |                            |                |                  |                  |                |                   |
| ADMIN-SEC-1                       | Public Works/Admin | Security Camera for Admin and PW Buildings           | 85,000            | 85,000                     |                |                  |                  |                | 85,000            |
| <b>Facilities Total</b>           |                    |  | <b>85,000</b>     | <b>85,000</b>              |                |                  |                  |                | <b>85,000</b>     |
| <b>Grand Total</b>                |                    |  | <b>14,692,000</b> | <b>2,116,000</b>           | <b>440,000</b> | <b>8,968,334</b> | <b>2,488,332</b> | <b>679,334</b> | <b>14,692,000</b> |

\*The M.D. has submitted an application for grant funding under the Local Roads & Bridges Program under STIP (AB Transportation). For budget purposes this project will flow through the guaranteed MSI funding.

**LEGEND**

- Projects on Hold
- Projects in Planning & Design Stage
- Projects in Tender Stage
- Projects in Construction Stage
- Projects in Close Out Stage
- Proposed Preliminary Engineering Costs

Progress Report for Projects as of December 2, 2020

# Pincher Station - Road Plowing



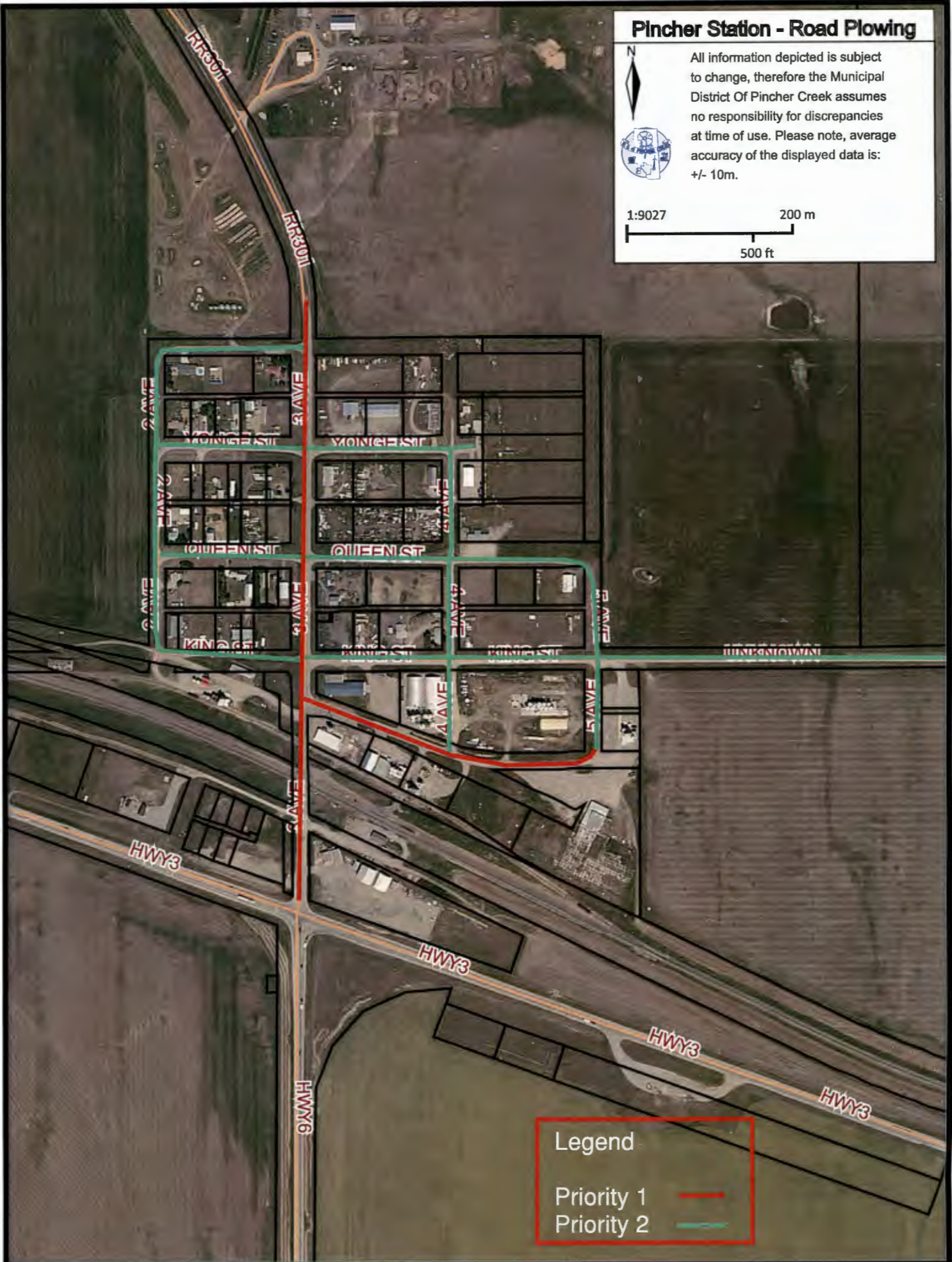
All information depicted is subject to change, therefore the Municipal District Of Pincher Creek assumes no responsibility for discrepancies at time of use. Please note, average accuracy of the displayed data is: +/- 10m.

1:9027

200 m



500 ft



## Legend

Priority 1



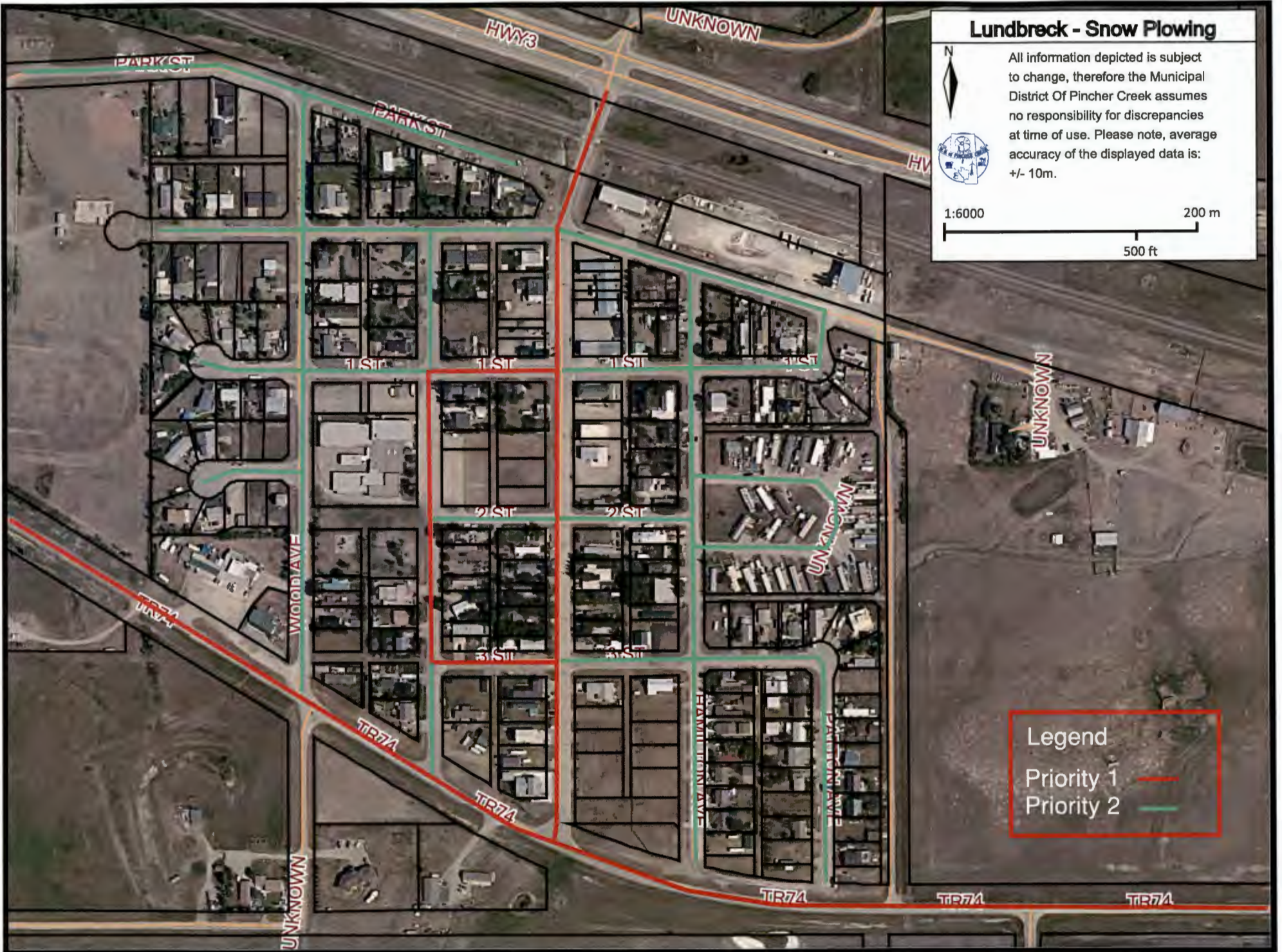
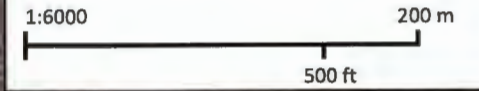
Priority 2



# Lundbreck - Snow Plowing



All information depicted is subject to change, therefore the Municipal District Of Pincher Creek assumes no responsibility for discrepancies at time of use. Please note, average accuracy of the displayed data is: +/- 10m.



Legend

- Priority 1 — (red line)
- Priority 2 — (green line)

# Beaver Mines - Road Plowing



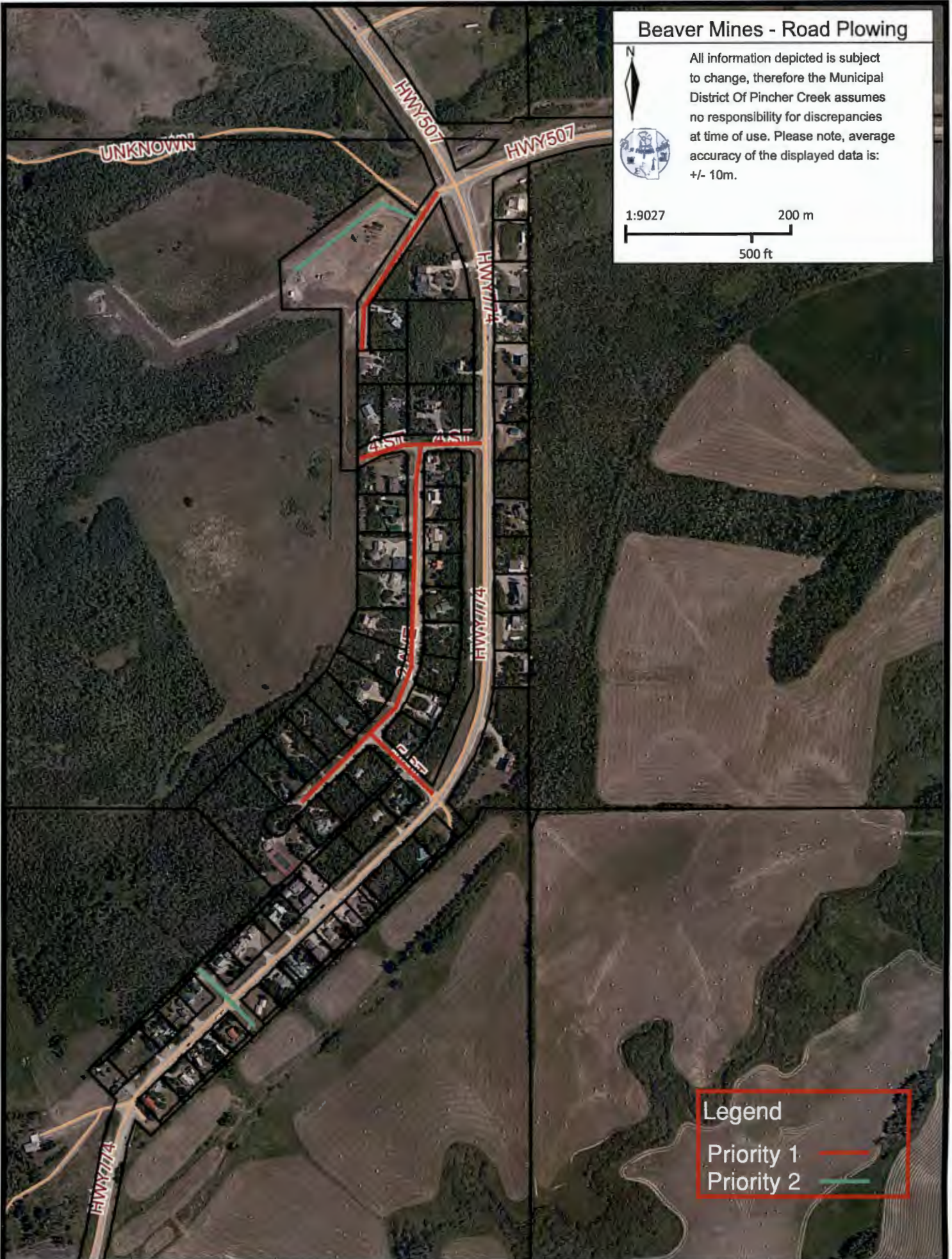
All information depicted is subject to change, therefore the Municipal District Of Pincher Creek assumes no responsibility for discrepancies at time of use. Please note, average accuracy of the displayed data is: +/- 10m.

1:9027

200 m



500 ft



**Legend**

- Priority 1 ————
- Priority 2 ————

# Lowland Heights - Snow Plowing



All information depicted is subject to change, therefore the Municipal District Of Pincher Creek assumes no responsibility for discrepancies at time of use. Please note, average accuracy of the displayed data is: +/- 10m.

1:4513

100 m

200 ft



Legend

Priority 1



# Twin Butte - Snow Plowing



All information depicted is subject to change, therefore the Municipal District Of Pincher Creek assumes no responsibility for discrepancies at time of use. Please note, average accuracy of the displayed data is: +/- 10m.

1:9027

200 m



UNKNOWN

HWM/6

HWM/6

HWM/6

HWM/6

HWM/6

TR40

TR40

TR40

HWM/6

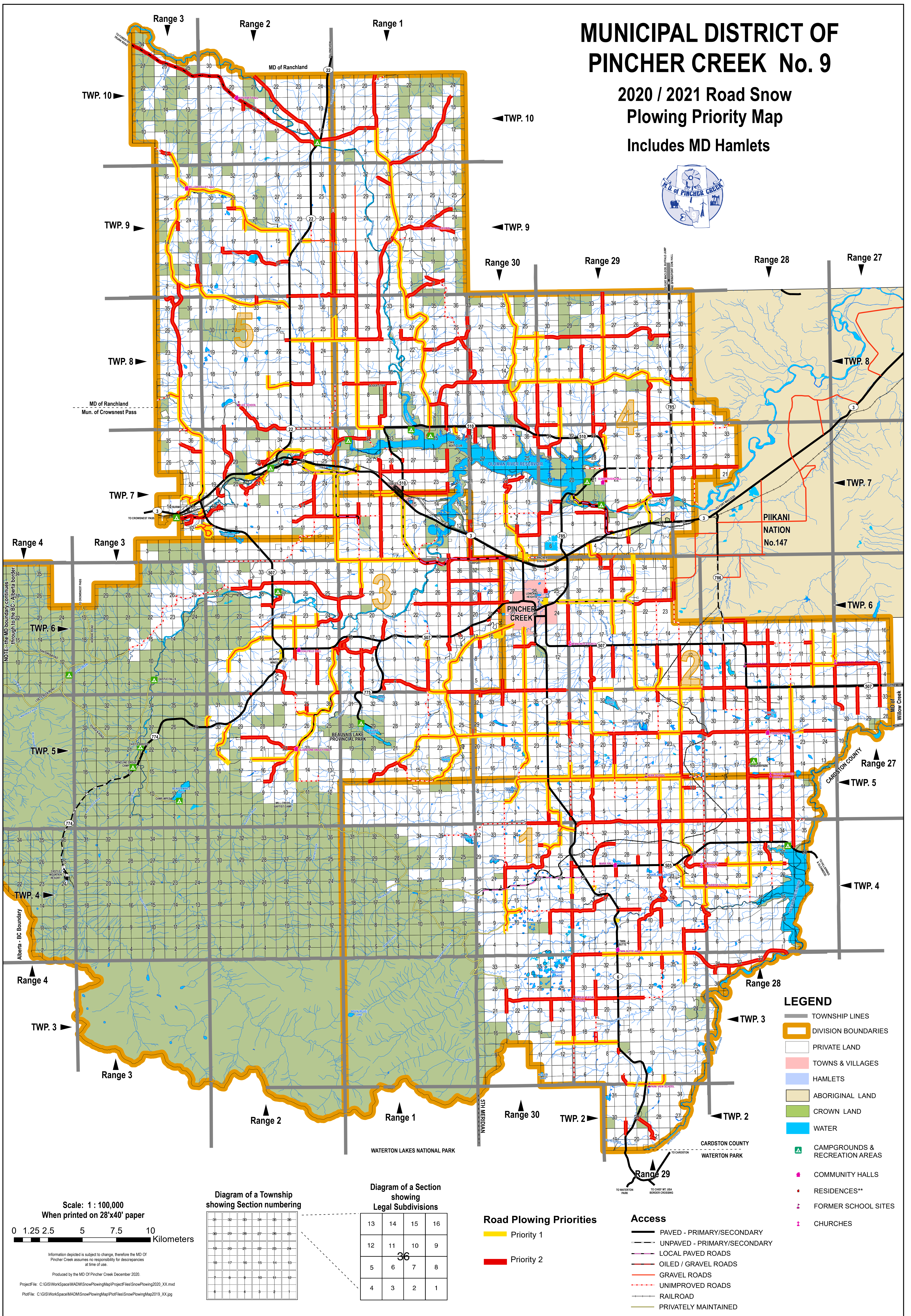
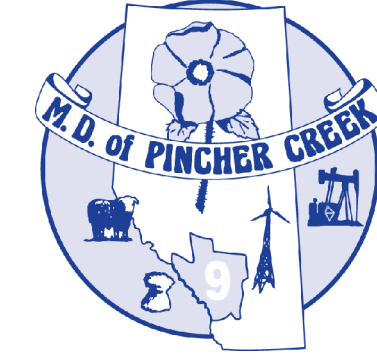
Legend

Priority 1



# MUNICIPAL DISTRICT OF PINCHER CREEK No. 9

2020 / 2021 Road Snow  
Plowing Priority Map  
Includes MD Hamlets



- LEGEND**
- TOWNSHIP LINES
  - DIVISION BOUNDARIES
  - PRIVATE LAND
  - TOWNS & VILLAGES
  - HAMLETS
  - ABORIGINAL LAND
  - CROWN LAND
  - WATER
  - ▲ CAMPGROUNDS & RECREATION AREAS
  - ◆ COMMUNITY HALLS
  - ◆ RESIDENCES\*\*
  - ◆ FORMER SCHOOL SITES
  - ◆ CHURCHES

- Road Plowing Priorities**
- Priority 1
  - Priority 2

- Access**
- PAVED - PRIMARY/SECONDARY
  - UNPAVED - PRIMARY/SECONDARY
  - LOCAL PAVED ROADS
  - OILED / GRAVEL ROADS
  - GRAVEL ROADS
  - UNIMPROVED ROADS
  - RAILROAD
  - PRIVATELY MAINTAINED

Scale: 1 : 100,000  
When printed on 28"x40" paper

Diagram of a Township showing Section numbering

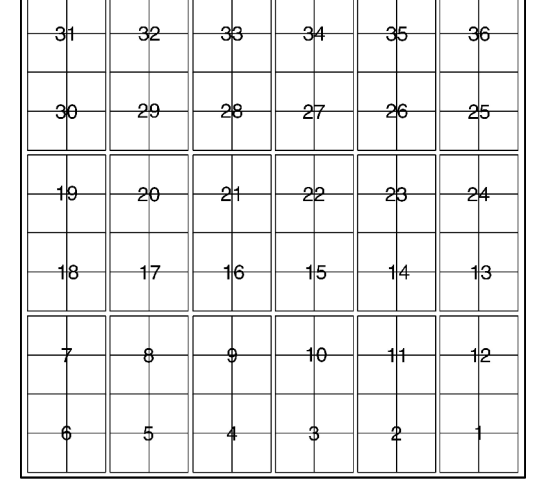
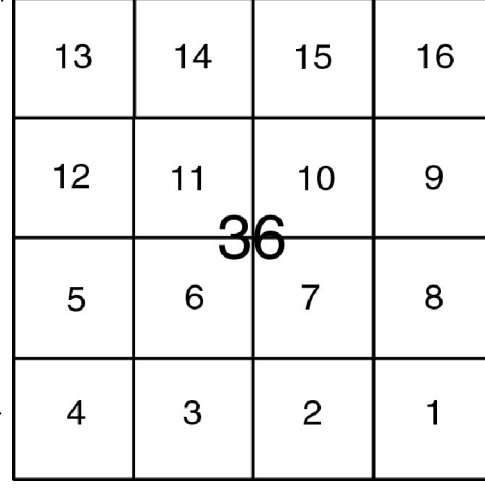


Diagram of a Section showing Legal Subdivisions


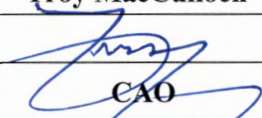


Information depicted is subject to change, therefore the MD of Pincher Creek assumes no responsibility for discrepancies at time of use.  
Produced by the MD of Pincher Creek December 2020.  
Project File: C:\GIS\Workspace\MADM\SnowPlowingMap\ProjectFiles\SnowPlowing2020\_XX.mxd  
Plot File: C:\GIS\Workspace\MADM\SnowPlowingMap\PlotFiles\SnowPlowingMap2019\_XX.pg





# Request for Decision to Council

|   |                            |  |  |
|---|----------------------------|--|--|
| <b>TITLE: Removal of Policy C-PW-022 Maintenance of Roads within Forestry Lands</b> |                            |         |  |
| <b>PREPARED BY: Aaron Benson</b>  |                            | <b>DATE: November 27, 2020</b>   |  |
| <b>DEPARTMENT: Public Works and Services</b>  |                            |  |  |
| <b>Department Supervisor</b>  |                            | <b>Date</b>  | <b>ATTACHMENTS:</b><br>1. Maintenance of Roads within Forestry lands policy C-PW-022.<br>2. Council approved the changes to remove forestry roads from Policy C-PW-003 winter maintenance. |
| <b>APPROVALS:</b>   |                            |  |  |
| _____<br>Aaron Benson   | _____<br>November 27, 2020 | _____<br>Troy MacCulloch   | _____<br>27 Nov. 2020  |
| <b>Department Director</b>  | <b>Date</b>                | <br>CAO | <b>Date</b>  |

**REQUEST FOR COUNCIL:**  
 That Council approves the removal of Policy C-PW-022 Maintenance of Roads within Forestry Lands.

**BACKGROUND:**

- On October 27, 2009, the Council approved the Maintenance of Roads within Forestry lands policy C-PW-022 as it was the responsibility of the Municipality of Pincher Creek No. 9 to do maintenance activities.
- On November 27, 2018, The Council approved the changes to remove forestry roads from Policy C-PW-003 winter maintenance. This is because the forestry roads are no longer the responsibility of the MD to maintain, but the responsibility of the Province of Alberta.

**FINANCIAL IMPLICATIONS:**

- Removing this policy will not have financial implications but will only help clean our documentation process.

MUNICIPAL DISTRICT OF PINCHER CREEK

CORPORATE POLICY

C-PW-022

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**TITLE: MAINTENANCE OF ROADS WITHIN FORESTRY LANDS**

**Approved by Council:**

**Date: October 27, 2009**

**Revised by Council:**

**Date:**

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**Applicable Provincial Legislation**

No Applicable Legislation

**Policy Statement**

Given the transfer of responsibility for the maintenance, direction and control of public roads in the Forestry Reserve from the Province to the MD. Council hereby directs that those roads contained within this area will be maintained according to the following guideline.

**Guideline**

| <b>Road Name</b>       | <b>Location</b>                    | <b>Remarks</b>                         |
|------------------------|------------------------------------|--|
| Adanac Road            | M.D. boundary to Carbondale Road   | No winter maint. Bladed 3 times summer |
| Beaver Mines Lake Rd.  | S.H. 774 to Beaver Mines Lake      | No winter maint. Bladed 3 times summer |
| Carbondale Road        | M.D. Boundary - Lynx Creek Brdg    | No winter maint. Bladed 3 times summer |
|                        | Lynx Creek Brdg to Carbondale Brdg | No winter maint. Bladed once summer    |
|                        | Carbondale Brdg. to Lost Creek Rd. | No winter maint. Bladed once summer    |
|                        | Lost Creek Rd. to W.edge 28-5-4-W5 | Road not maintained                    |
|                        | Wedge 28-5-4-W5 towards N.         | Road not maintained                    |
|                        | Kootenai Pass                      |  |
| Carbondale Lookout Rd. | Castle Falls Rd. to Tower          | Road not maintained                    |
| Castle Falls Rd.       | O'Hagen Creek to Castle Falls      | No winter maint. Bladed 3 times summer |
| Gardner Creek Rd.      | S. and W. from Carbondale Rd.      | Road not maintained                    |
| Gravenstafel Rd.       | SH 774 to Middle Kootenai Pass     | Road not maintained                    |
| Lost Creek Rd.         | Carbondale Haul Road to NW         | No winter maint. Bladed once summer    |
| O'Hagen Creek Rd.      | SH 774 to Carbondale Road          | No winter maint. Bladed twice summer   |
| Sartoris Road          | M.D. Bndry to Carbondale Rd.       | No winter maint. Bladed once summer    |
| Syncline Rd.           | S. and W. from O'Hagen Road        | Road not maintained                    |
| Private roads          | All areas within Forestry area     | Roads not maintained                   |

## Recommendation to Council

|   |                          |   |
|---|--------------------------|---|
| <b>TITLE: WINTER MAINTENANCE OF MUNICIPALLY DIRECTED, CONTROLLED AND MANAGED ROADS AND AIRPORT SURFACES – POLICY C-PW-003 ANNUAL REVIEW</b> |                          |                            |
| <b>PREPARED BY: Leo Reedyk</b>  |                          | <b>DATE: November 22, 2018</b>  |
| <b>DEPARTMENT: Public Works and Services</b>  |                          |   |
| <b>Department Supervisor</b>  | <b>Date</b>              | <b>ATTACHMENTS:</b><br>1. Policy C-PW-003<br>2. Policy C-PW-003A<br>3. Driveway snow removal application form |
| <b>APPROVALS:</b>   |                          |   |
| <u>Leo Reedyk</u>   | <u>November 22, 2018</u> | <u>Sheldon Steinke</u>  |
| <b>Department Director</b>  | <b>Date</b>              | <br><b>Interim CAO</b>      |
|   |                          | <br><b>Date</b>            |

**RECOMMENDATION:**  
**That Council adopt revisions to Policy C-PW-003 and C-PW-003A as presented.**

Council at their November 13, 2018 meeting reviewed Policy C-PW-003 and C-PW-003A and provided comments to administration to bring the documents back to Council for review with all of the edits included.

The application form for Driveway Snow Removal, previously included in Policy C-PW-003A, was updated to a new application format and removed from the policy.

**FINANCIAL IMPLICATIONS:**

A small reduction in cost associated with a reduction in maintenance of forestry roads.

## M.D. OF PINCHER CREEK NO. 9

### CORPORATE POLICY

C-PW-003

---

**TITLE: WINTER MAINTENANCE OF MUNICIPALLY DIRECTED,  
CONTROLLED AND MANAGED ROADS AND AIRPORT SURFACES**

Approved by Council

Date: November 5, 2013

Revised by Council

Date:

---

Whereas Council recognizes the variety of weather conditions that may occur within the Municipal District of Pincher Creek No. 9 and the effect that this weather can have on particular areas within the municipality, Council establishes the following system of winter maintenance for municipally directed, controlled and managed roads and airport surfaces:

A Municipal District of Pincher Creek No. 9 map, detailing winter maintenance priorities, will be developed annually by the public works department by October of each year. Once Council has adopted the priority map, copies will be made available to MD Council, Administration and Operators.

#### **Snow Removal and Ice Control Priorities**

1. Bus routes as established by the Livingstone Range School Division and adopted by Council and short connector portions of local roads shall be the first priority in terms of snow removal and control of ice. The Public Works Superintendent should not use salted sand for the control of ice on bus routes located on gravel or oiled roads. Snowplowing on these roads should not occur with less than six inches of snow.
- 2.a) All Remaining oiled and gravel municipal roads shall be second priority in terms of snow removal and control of ice. The Public Works Superintendent may use whatever municipal resources he/she deems appropriate in the removal of snow and ice, taking into account budgetary allocations concerning manpower, equipment, materials and supplies. However, the Public Works Superintendent should not use salted sand for the control of ice on gravelled or oiled roads. Snowplowing on these roads should not occur with less than six inches of snow.
- 2.b) Beginning in 2010, Seniors, living in place and residents with medical conditions, that have limited ability to maintain their driveways, may make application to Council to have their driveways plowed, as per Appendix A. Once their application is approved, their driveways will be plowed on a second priority basis, with the understanding that the Municipal District will not be liable for any property damages.
3. The Pincher Creek Airport will be inspected and the surface condition reported by a qualified operator as early in the day as priorities allow (Monday to Friday except Holidays). A NOTAM indicating the surface condition will be issued following inspections and snow removal shall be initiated on a priority three basis for all public areas including aircraft maneuvering surfaces and or parking areas. No salt or sand will

M.D. OF PINCHER CREEK NO. 9

CORPORATE POLICY

C-PW-003

---

**TITLE: WINTER MAINTENANCE OF MUNICIPALLY DIRECTED,  
CONTROLLED AND MANAGED ROADS AND AIRPORT SURFACES**

Approved by Council

Date: November 5, 2013

Revised by Council

Date:

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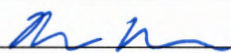

be applied to aircraft maneuvering surfaces at any time. Surface maintenance will consist of plowing or blowing of snow only. Only trained qualified MD operators will be used in airport surface winter maintenance.

4. On request to the Public Works Superintendent, private driveways or airport leased areas may be plowed, with the understanding that the Municipal District will not be liable for any property damages and that each request is subject to a minimum charge as established by policy. Snow removal of this category is on a fourth priority basis and will not be completed until the storm has ended and all previous priorities are completed including winging back excessive storm accumulations. Residents are encouraged to use private contractors as driveway snow removal could take days for the MD to get to.
5. ~~Maintenance of roads within forestry lands as identified in Policy 321 shall be conducted on a priority five basis.~~
- 6.5. Undeveloped road allowances and portions of developed roads receiving low traffic volumes or providing alternate means of access and roads developed to minimum standard might not be plowed.

The Public Works Superintendent may exercise his/her discretion dependant on snow conditions and weather forecasts in maintaining MD roads and airport surfaces. Ratepayer and/or private contractor equipment may be requested by the Public Works Superintendent to assist in the delivery of this program; otherwise no snow plowing by individuals on MD roads or airport surfaces is allowed.

Residents should ensure that no snow from private land is piled on road right of ways as piles can cause damage to municipal equipment and drifts can form behind piles. Residents may be billed to repair damage or remove excessive snow when they leave material in the road right of way.

## Recommendation to Council

|   |                  |   |
|---|------------------|---|
| <b>TITLE: Road and culvert work on NW 20-T5-R28-W4M on Twp. Rd 5 -4</b>           |                  |  |
| <b>PREPARED BY: Aaron Benson</b>  |                  | <b>DATE: December 2, 2020</b>   |
| <b>DEPARTMENT: Public Works</b>   |                  |   |
|   |                  | <b>ATTACHMENTS:</b><br>1. Location areas of the construction site                   |
| <b>Department Supervisor</b>  | <b>Date</b>      |   |
| <b>APPROVALS:</b>   |                  |   |
|  | December 2, 2020 |   |
| <b>Department Director</b>  | <b>Date</b>      | <b>CAO</b>  |
|   |                  | 03 Dec. 2020<br><b>Date</b>   |

**RECOMMENDATION:**  
That Council approve \$30,000 to be allocated from the Road Reserve (6-12-0-757-6740) to complete road and culvert work on NW 20-T5-R28-W4M on Twp. Rd 5 -4.

On November 30, 2020, the Public Works was notified of safety concerns with a damaged road.

- An inspection by Pubic Works was done to identify the concerns and the contractor was hired to install a new culvert and do road repair work in Division No.2. The anticipated time to complete this work is by December 11, 2020.
- The repairs are necessary because of the integrity, safety and condition of the road caused by the failed culvert. Therefore, the new culvert will need to be installed, and the small section of the road to be rebuilt.

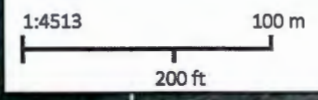
**FINANCIAL IMPLICATIONS:**

- The construction will cost \$30,000 out of the Road Reserve.

## Road and Culvert Work



All information depicted is subject to change, therefore the Municipal District Of Pincher Creek assumes no responsibility for discrepancies at time of use. Please note, average accuracy of the displayed data is: +/- 10m.




Construction work is located:  
NW 20-T5-R28-W4M on Twp. Rd 5 -4

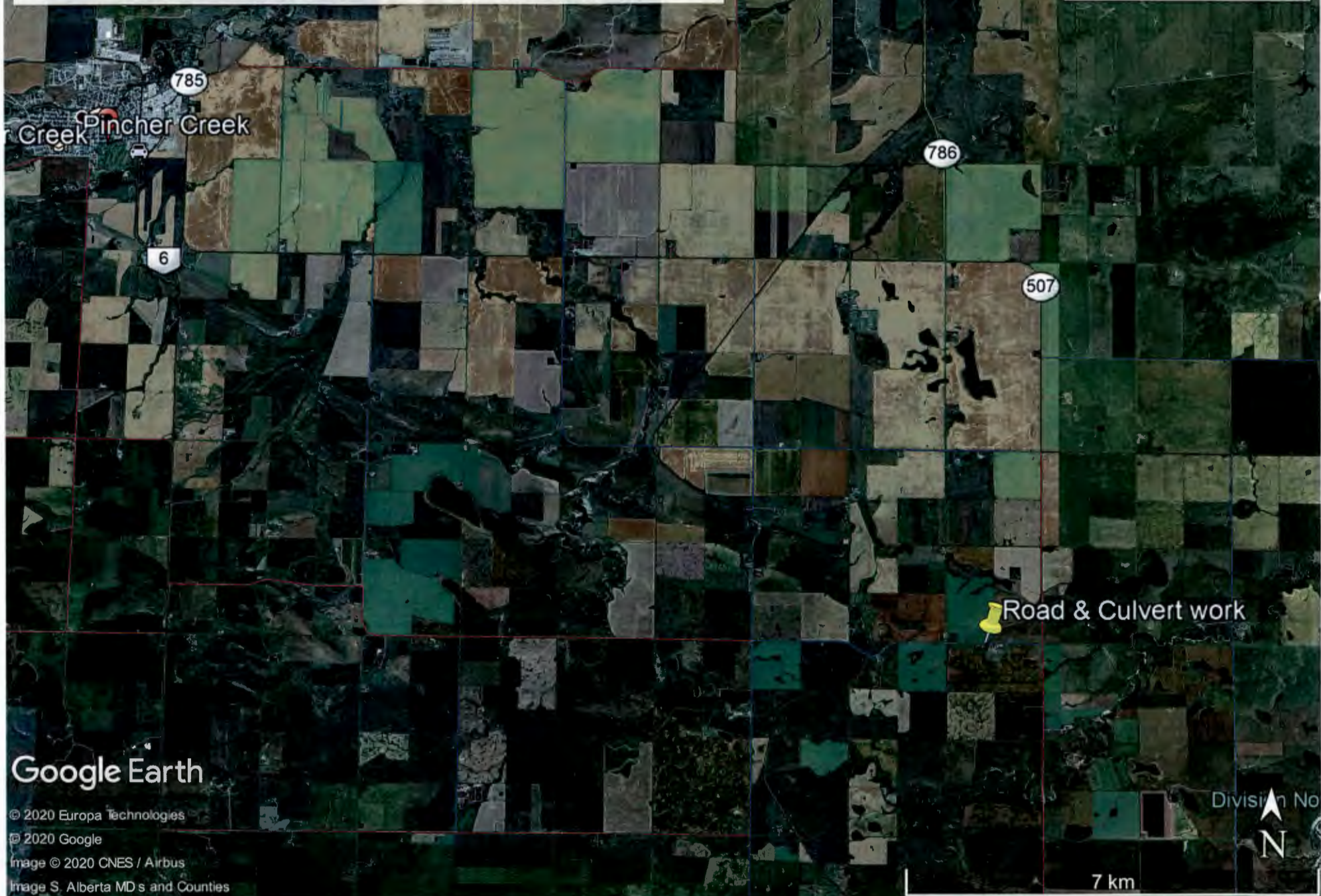




Location: NW 20-T5-R28-W4M on Twp. Rd 5 -4

Legend

 Road & Culvert work



Google Earth

© 2020 Europa Technologies

© 2020 Google

Image © 2020 CNES / Airbus

Image S. Alberta MD's and Counties


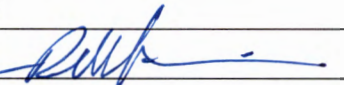
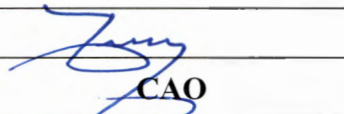
**AES, December, 2020**

- December 1, 2, In Service Training (online)
- December 2, ASB Meeting
- December 3, 6, Days Off
- December 7, 8, shop work
- December 9, Joint Workplace Health & Safety
- December 10, Seed Cleaning Plant Inspection
- December 11, 14, days off
- December 15, mapping, 2021 planning
- December 16, rental equipment policy
- December 17, general office and shop work in prep for Christmas/New Year Holidays
- December 18 – 31, combination of vacation days, Christmas STAT's and Christmas Shutdown

Sincerely,

Shane Poulsen,  
Agricultural Fieldman

## Recommendation to Council

|   |                   |  |
|---|-------------------|--|
| <b>TITLE:</b> Road Closures - NE 6-6-1 W5M  |                   |   |
| <b>PREPARED BY:</b> Roland Milligan   |                   | <b>DATE:</b> December 2, 2020  |
| <b>DEPARTMENT:</b> Planning and Development                                       |                   |  |
| <b>Department Supervisor</b>  | <b>Date</b>       | <b>ATTACHMENTS:</b><br>1. GIS Map of Approved Proposal<br>2. Road Closure Bylaw No. 1322-20<br>3. Surveyor's Sketch of Final Configuration |
| <b>APPROVALS:</b>   |                   |  |
|  | <u>2020/12/02</u> |    |
| Department Director   | Date              | Date   |
|   |                   | <u>03 Dec 2020</u>   |

### RECOMMENDATION:

That Council give first reading to Road Closure Bylaw No. 1322-20 and set the date for the required public hearing for January 12, 2021, at 1:00 pm.

### BACKGROUND:

On May 14, 2019 Council granted the request of Barry and Carla Morgan to close a portion of Road Plan No. 041 0705 located within NW 5-6-1 W5M, and a portion of statutory road allowance located between the NW 5-6-1 W5M and NE 6-6-1 W5M (*Attachment No. 1*).

The applicant has submitted the required road closure fee and is responsible for all costs associated with the closure, purchase and consolidation with their adjacent parcel.

The applicant's surveyor has supplied the wording for the road closure bylaw required to close the portions of Road Plan 041 0705 and the portion of adjacent statutory road allowance.

Road Closure Bylaw No. 1322-20 have been prepared (*Attachments No. 2*).

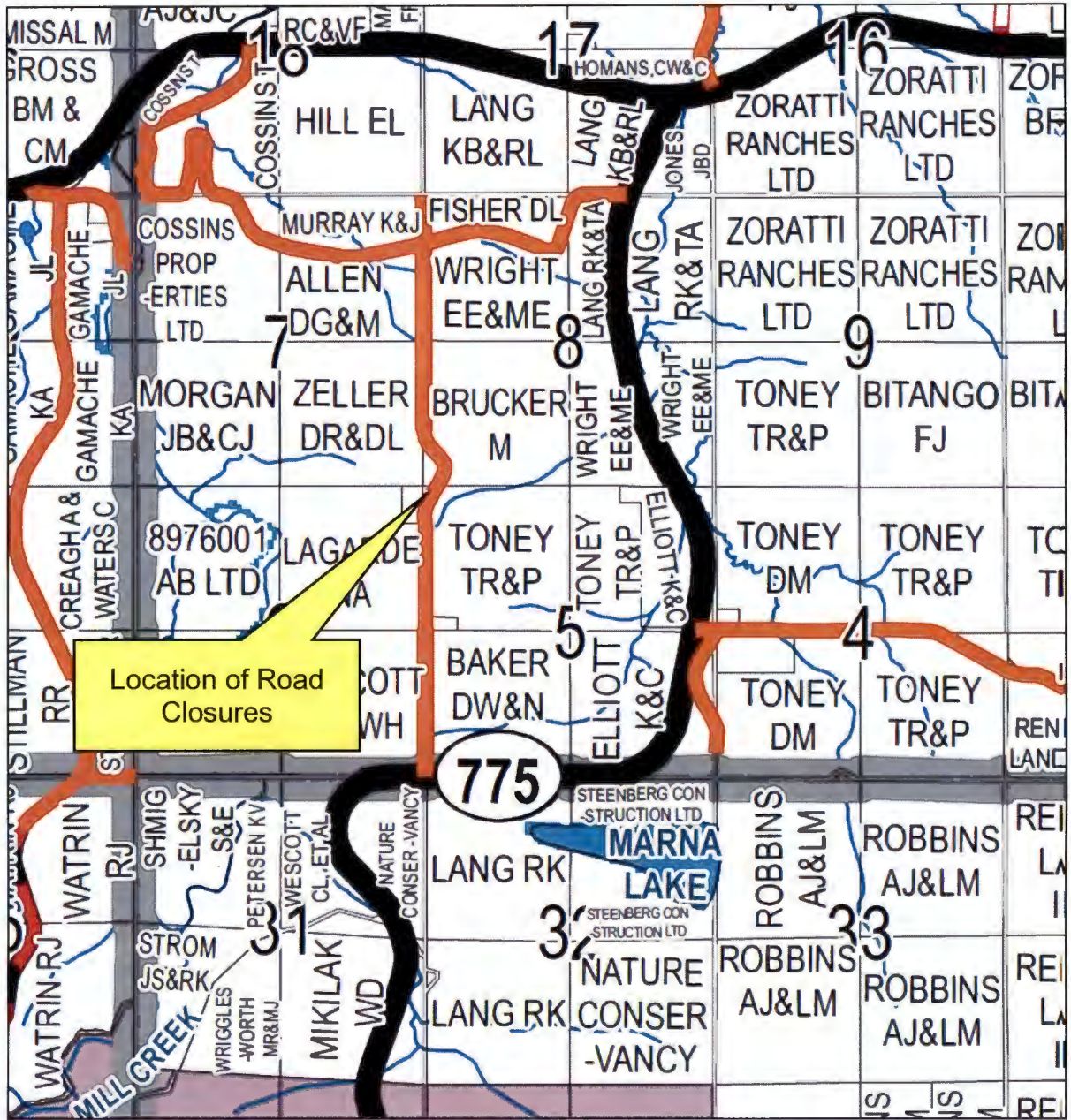
A sketch plan showing the new parcel configuration is included as *Attachment No. 3*.

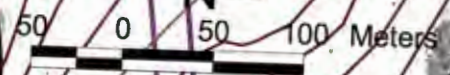
### FINANCIAL IMPLICATIONS:

None. The applicant is responsible for all costs associated with this closure and consolidation.

# Recommendation to Council

## Location Map





Portions of Road  
Plan No. 041 0705  
and Statutory Road  
Allowance To be  
Closed and  
Consolidated with  
existing subdivided  
parcel, Plan No.  
051 2626.



NE 6-6-1 W5M

NW 5-6-1 W5M

RGE. RD. 1-3

RGAN  
MJ

TO  
TR



MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
BYLAW NO. 1322-20

A Bylaw of the Municipal District of Pincher Creek No. 9 in the Province of Alberta, for the purpose of closing a portion of a public roadway in accordance with Sections 22 and 606 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 described below 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 disposing of same;

AND WHEREAS the advertising requirements of Section 606 of the Act have been complied with;

NOW THEREFORE be it enacted that the Council for the 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.

FIRSTLY:
THAT PORTION OF GOVERNMENT ROAD ALLOWANCE LYING ADJACENT TO N.E. 1/4 SEC. 6, TWP. 6, RGE. 1, W5M AND N.W. 1/4 SEC. 5, TWP. 6, RGE. 1, W5M FORMING PART OF LOT 3, BLOCK 1, PLAN CONTAINING 0.201 HECTARES (0.50 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS

SECONDLY:
THAT PORTION OF ROAD PLAN 041 0705 FORMING PART OF LOT 3, BLOCK 1, PLAN CONTAINING 0.202 HECTARES (0.50 ACRES) MORE OR LESS EXCEPTING THEREOUT ALL MINES AND MINERALS

Received first reading this 8th day of December, 2020

REEVE
(Seal)
CAO

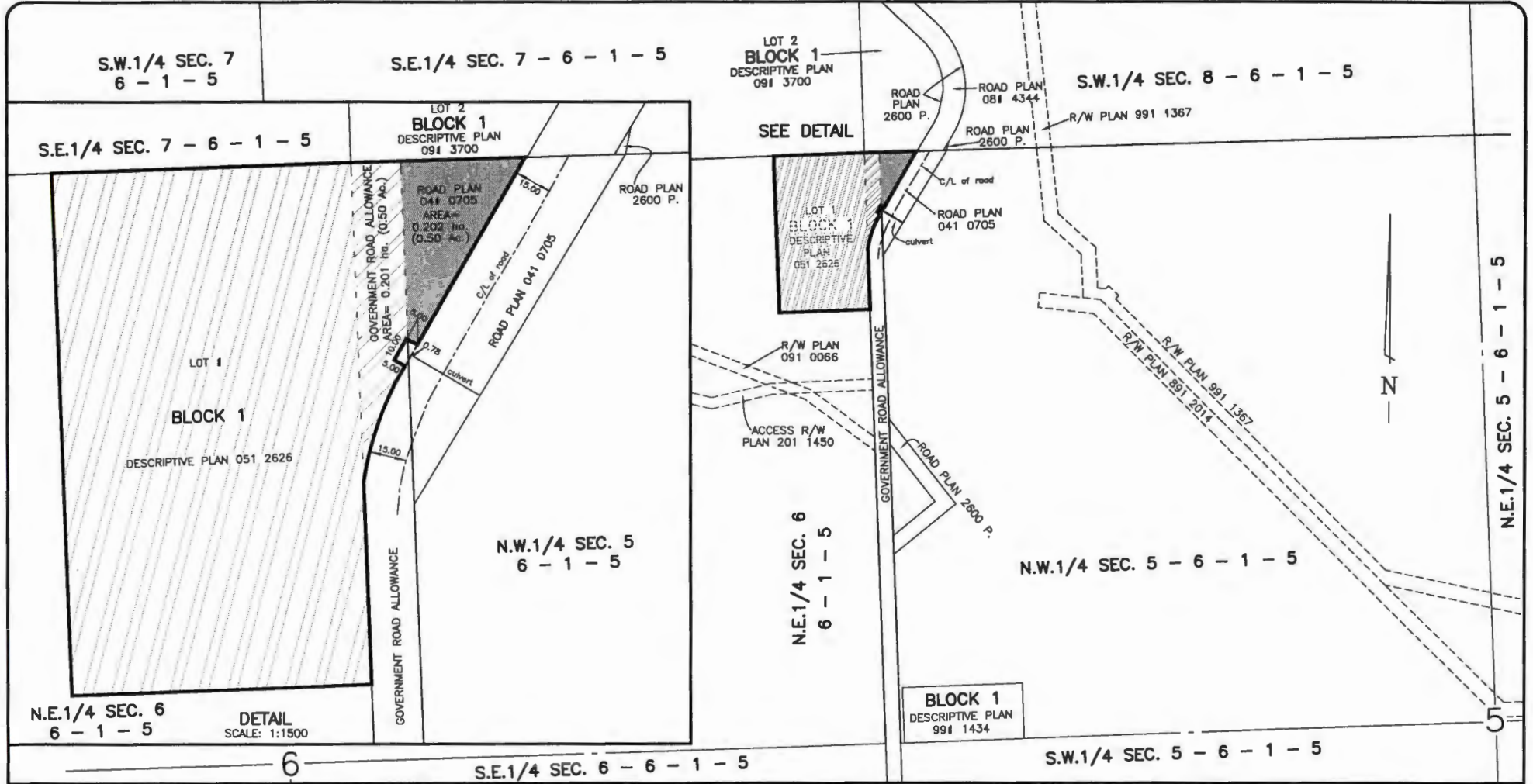
APPROVED this \_\_\_ day of \_\_\_, 20\_\_.

MINISTER OF TRANSPORTATION

Received second reading this \_\_\_ day of \_\_\_, 20\_\_.

Received third reading this \_\_\_ day of \_\_\_, 20\_\_.

REEVE
(Seal)
CAO



|     |                               |            |     |
|-----|-------------------------------|------------|-----|
| 1   | Revised road closure boundary | OCT. 13/20 | cjb |
| NO. | REVISION                      | DATE       | BY  |

NOTE: Surveyed performed on August 11th, 2020 & September 25th, 2020 and property boundaries shown thus           
Distances are shown in metres and decimal parts thereof.

**BARRY MORGAN**



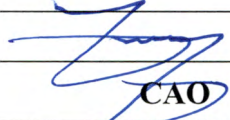
SKETCH PLAN SHOWING AREA FOR ROAD CLOSURE  
of  
ROAD PLAN 041 0705 &  
GOVERNMENT ROAD ALLOWANCE  
TO BE CONSOLIDATED WITH  
LOT 1; BLOCK 1; DESCRIPTIVE PLAN 051 2626  
all within  
N.W.1/4 SEC. 5 & N.E.1/4 SEC. 6; TWP. 6; RGE. 1; W.5 M.  
MUNICIPAL DISTRICT OF PINCHER CREEK No. 9

**boa** brown okamura & associates ltd.  
Professional Surveyors  
2830 - 12th Avenue North, Lethbridge, Alberta T1H 5J9

|                      |             |                 |
|----------------------|-------------|-----------------|
| APPROVED             | DRAWN CJB   | DATE SEPT. 8/20 |
|                      | CHECKED ZJP | JOB 20-14979    |
|                      | SCALE       | DRAWING         |
| Z. J. Prosper A.L.S. | 1:5000      | 20-14979SK      |

# Recommendation to Council

G2c

|   |   |  |   |
|---|---|--|---|
| <b>TITLE:</b> Road Closure - NE 12-7-3 W5M  |   |   |   |
| <b>PREPARED BY:</b> Roland Milligan   |   | <b>DATE:</b> December 2, 2020  |   |
| <b>DEPARTMENT:</b> Planning and Development   |   |  |   |
|   |   |  | <b>ATTACHMENTS:</b>                               |
| <b>Department Supervisor</b>  | <b>Date</b>                                     | <ol style="list-style-type: none"> <li>1. Surveyor's sketch of new road plan</li> <li>2. Portion of new road plan to be registered</li> <li>3. Road Closure Resolution</li> <li>4. Sketch Showing road to be closed</li> </ol> |   |
| <b>APPROVALS:</b>   |   |  |   |
| <br><hr style="width: 100%;"/> | <u>2020/12/02</u><br><hr style="width: 100%;"/> | <br><hr style="width: 100%;"/>   | <u>23 Dec. 2020</u><br><hr style="width: 100%;"/> |
| <b>Department Director</b>  | <b>Date</b>                                     | <b>CAO</b>   | <b>Date</b>                                       |

**RECOMMENDATION:**

**That Council pass the following road closure resolution:**

**A Resolution of the MD of Pincher Creek No. 9 for the purpose of closing to public travel and cancelling a public highway in accordance with Section 24 of the Municipal Government Act, Chapter M26, Revised Statutes of Alberta 2000, as amended.**

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

**NOW THEREFORE be it resolved that the Council of the MD of Pincher Creek No. 9 does hereby close the following described road, subject to rights of access granted by other legislation.**

**EXTRA ROAD AREA 'A', PLAN \_\_\_\_\_  
CONTAINING 0.164 HECTARES (0.41 ACRES) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS**

**BACKGROUND:**

Subdivision Application No. 2020-0-048 was originally presented to the Subdivision Authority at the May 5, 2020 meeting. At that meeting, the original configuration of the subdivision raised an issue with regards to a proposed ER lot adjacent to the Crowsnest River and the location of the MD road and the eroding bank of the river. Due to the concerns raised, the proposed subdivision was tabled pending further information.



## Recommendation to Council

After discussions with Public Works, an amended application that addressed the concerns was brought forward to the next SA meeting.

On June 2, 2020 the Subdivision Authority for the MD approved Subdivision Application No. 2020-0-048 to create a lot within the NE 12-7-3 W5M (*Attachment No. 1*).

Conditions No. 4 through 5 of Approval 2020-0-048 are as follows:

4. *That 7.5m of land on the east side of Plan 4449K (as depicted in BOA sketch plan file 20-14903SK) be dedicated as road widening.*
5. *That proposed Lot 15ER be registered as roadway on a Road Plan.*
6. *That a road closure bylaw be prepared for that portion of Government Road Allowance adjacent to the NE12 7-3 W5M as depicted in BOA sketch plan file 20-14903SK , with the bylaw being approved and adopted by the MD of Pincher Creek and subsequently consented to by the Minister of Transportation, prior to final registration of the subdivision. And that the portion of closed road be consolidated to the adjacent property in a manner such that the resulting Certificate of Title could not be subdivided without the approval of the Subdivision Authority.*

To satisfy the above conditions, the surveyor has prepared a proposed road plan that widens the existing MD road by 7.5m to the east (Condition 4) and widens the west side of the road to the river (Condition 5).

The MD agreed to close a portion of the adjacent unused statutory road allowance and exchange it with the applicants for the extra road required by the MD.

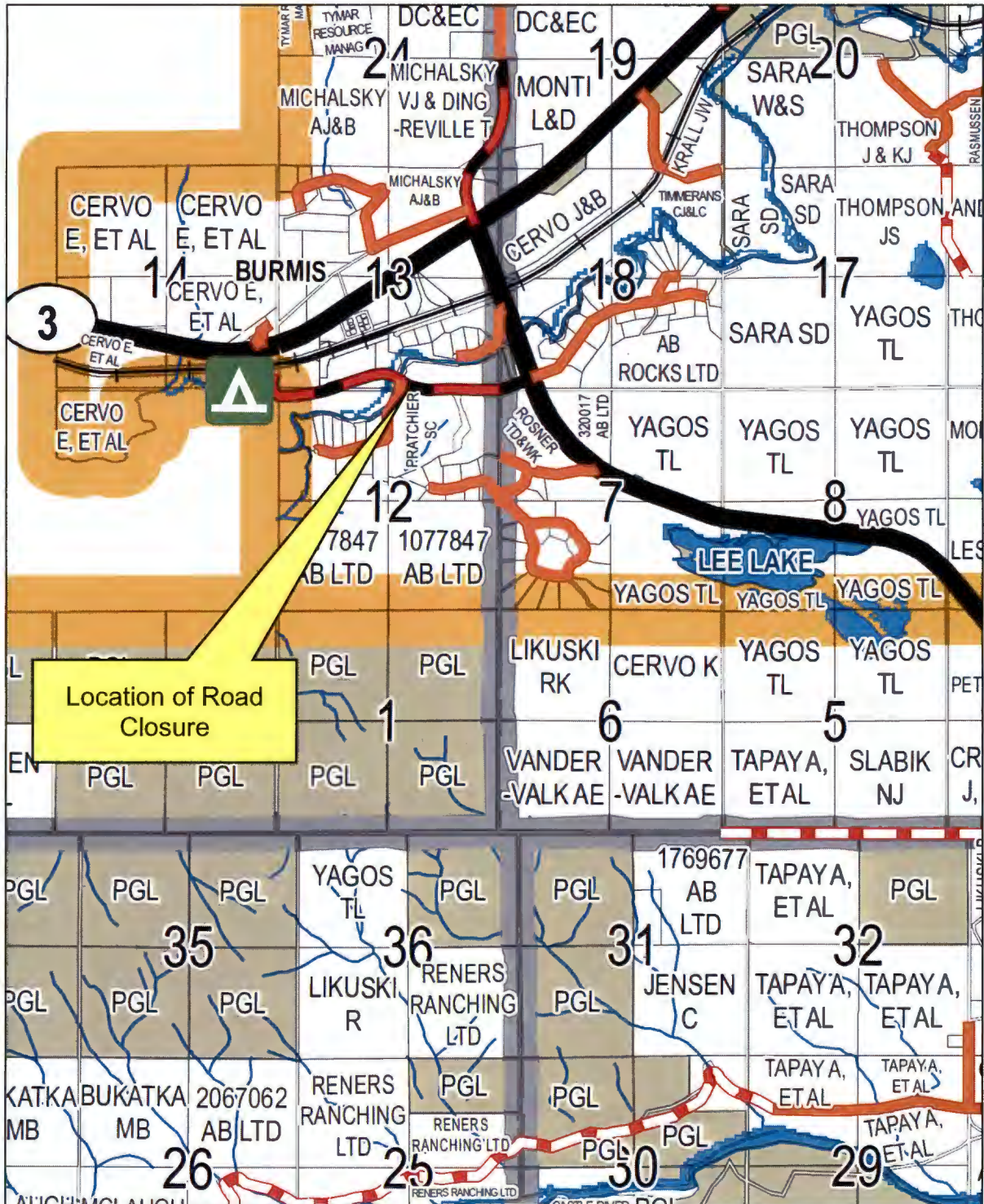
The first step in proceeding with subdivision process, is to register a new road plan. The new road plan will include the portion of statutory road allowance to be closed and consolidated with the new lot (*Attachment No. 2*). The portion of Extra Road can then be closed by resolution as it is now a road plan and no longer a statutory road allowance. The required road closure resolution has been prepared for Council's consideration (*Attachment No. 3*). The area covered by the road closure resolution is shown on *Attachment No. 4*.

### **FINANCIAL IMPLICATIONS:**

The MD is covering the cost of the road survey.

# Recommendation to Council

## Location Map



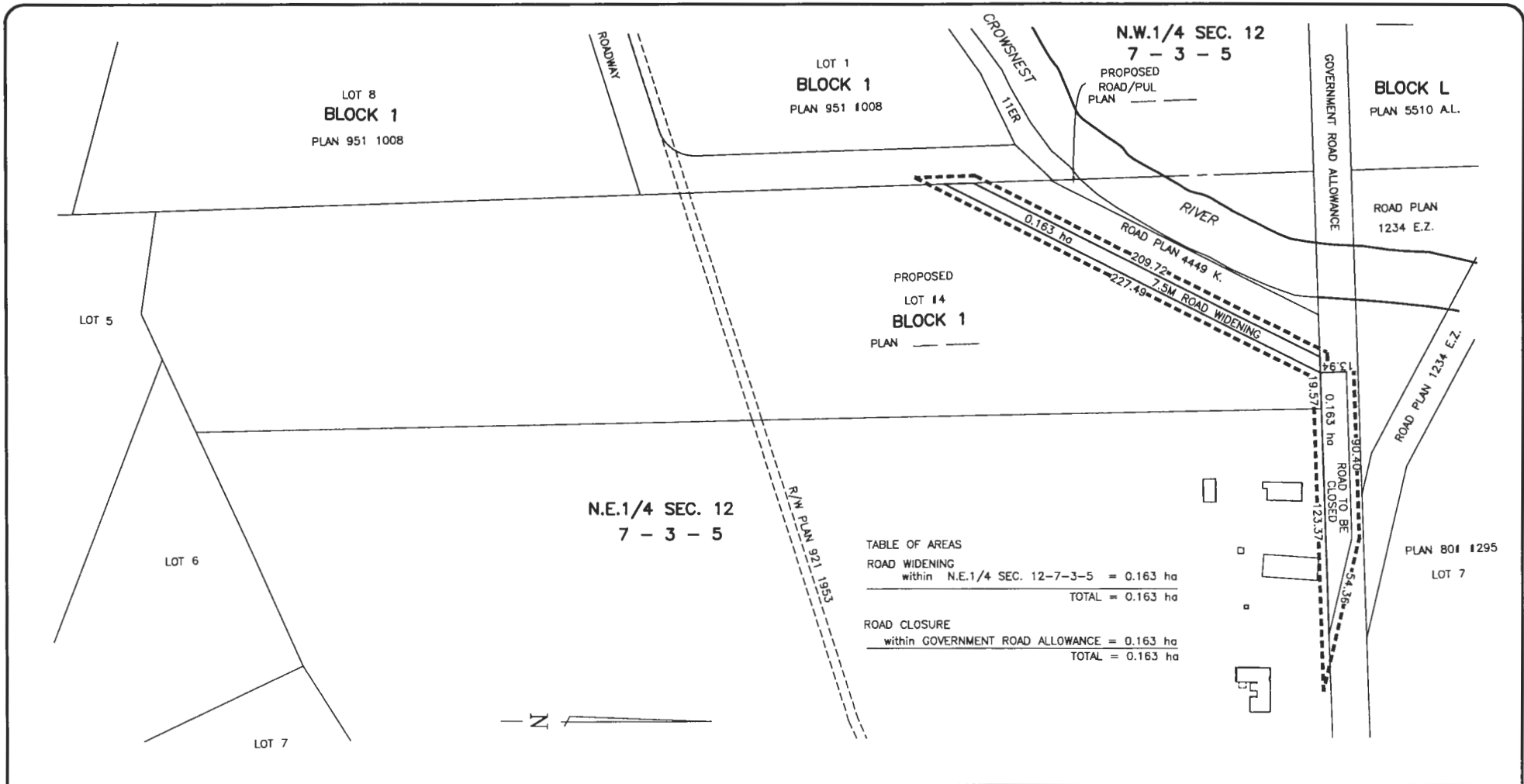


TABLE OF AREAS

|               |                                  |                  |
|---------------|----------------------------------|------------------|
| ROAD WIDENING | within N.E.1/4 SEC. 12-7-3-5     | = 0.163 ha       |
|               |                                  | TOTAL = 0.163 ha |
| ROAD CLOSURE  | within GOVERNMENT ROAD ALLOWANCE | = 0.163 ha       |
|               |                                  | TOTAL = 0.163 ha |



| NO. | REVISION | DATE | BY |
|-----|----------|------|----|
|     |          |      |    |

NOTE : Portion to be approved is outlined thus ----- and contains approximately 0.326 ha.  
Distances are in metres and decimal parts thereof.  
Distances and areas are approximate and are subject to change upon final survey.

**M.D. OF PINCHER CREEK NO.9**

SKETCH PLAN SHOWING PROPOSED ROAD WIDENING  
AND ROAD CLOSURE  
of part of  
GOVERNMENT ROAD ALLOWANCE  
within  
N.E. 1/4 SEC. 13, TWP. 7. RGE. 3, W.5 M.

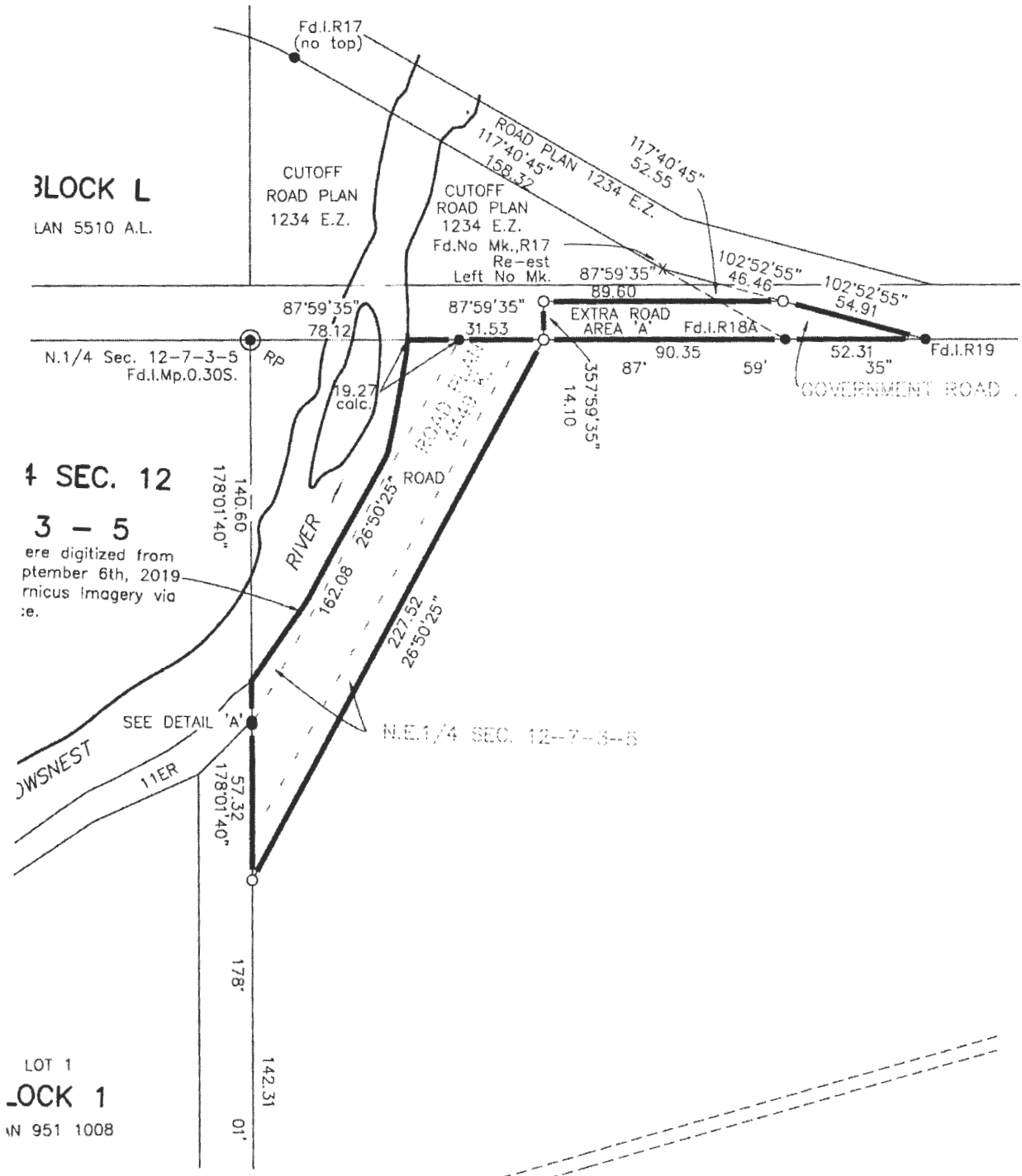
M.D. of Pincher Creek No.9

**boa** brown okamura & associates ltd.  
Professional Surveyors  
2830 - 12 Avenue North, Lethbridge, Alberta

|                     |              |                    |
|---------------------|--------------|--------------------|
| APPROVED            | DRAWN MJ     | DATE MAY 28/20     |
| T.C. Penner, A.L.S. | CHECKED TCP  | JOB 20-14903       |
|                     | SCALE 1:2000 | DRAWING 20-14903SK |

Attachment No. 1

PORTION OF PLAN SHOWING SURVEY OF ROAD



**Attachment No. 3**

Municipal District of Pincher Creek No. 9

A Resolution of the **MD of Pincher Creek No. 9** for the purpose of closing to public travel and cancelling a public highway in accordance with Section 24 of the Municipal Government Act, Chapter M26, Revised Statutes of Alberta 2000, as amended.

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

NOW THEREFORE be it resolved that the Council of the MD of Pincher Creek No. 9 does hereby close the following described road, subject to rights of access granted by other legislation.

**EXTRA ROAD AREA 'A', PLAN \_\_\_\_\_**  
CONTAINING 0.164 HECTARES (0.41 ACRES) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS

To be transferred to:  
SHEILA CAROL PRATCHLER  
OF BOX 296, LUNDBRECK, ALBERTA, T0K 1H0  
AS TO AN UNDIVIDED 3/4 INTEREST

ROXANN LOUISE GREEN  
OF PO BOX 2233, PINCHER CREEK, ALBERTA, T0K 1W0  
AS TO AN UNDIVIDED 1/4 INTEREST

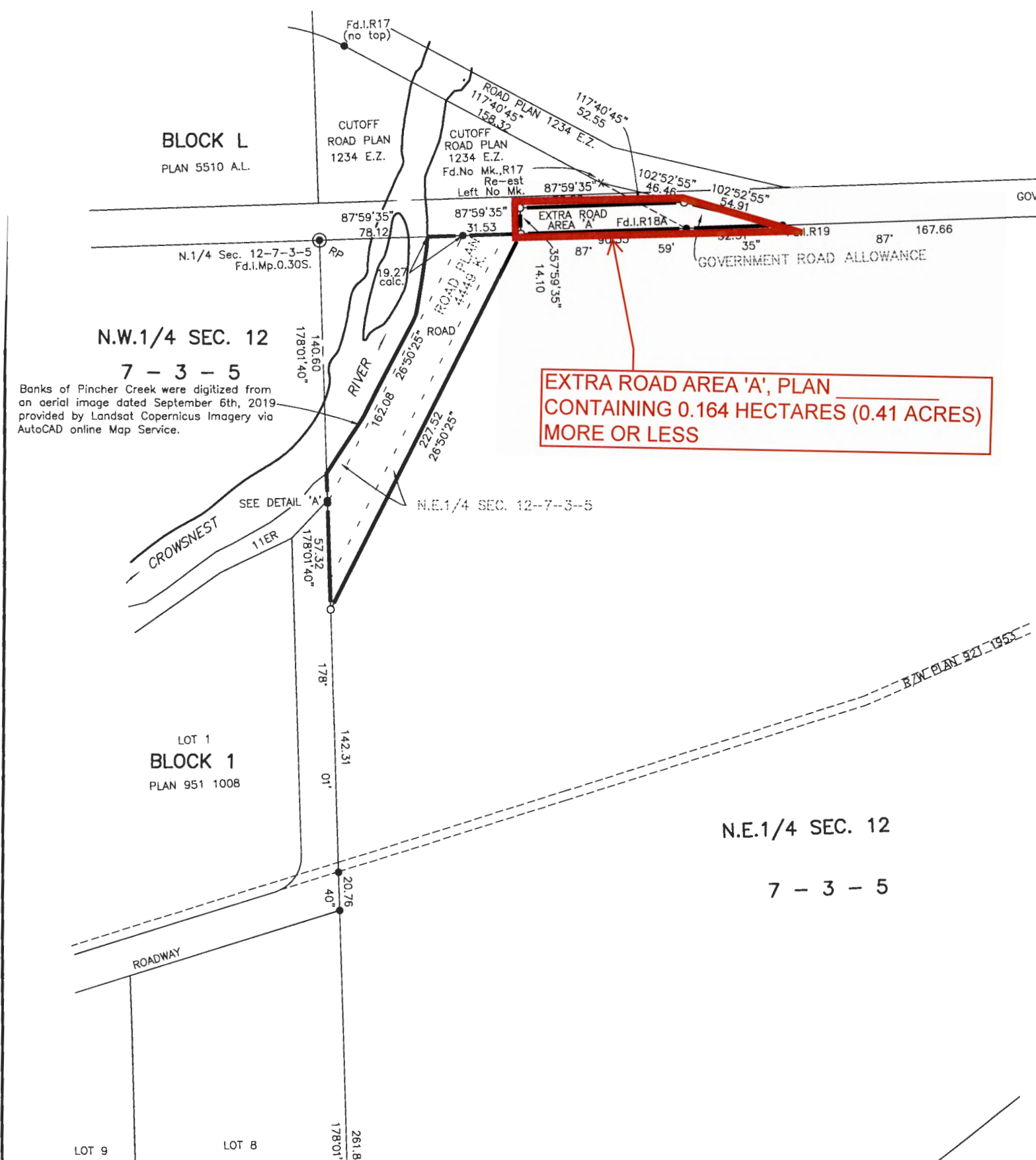
\_\_\_\_\_  
Chief Elected Official

*Seal*


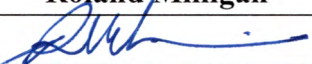
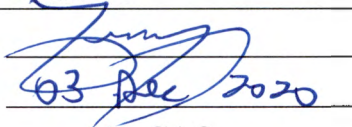
\_\_\_\_\_  
Chief Administrative Officer

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Minister of Transportation



# Recommendation to Council

|  |             |   |             |
|--|-------------|---|-------------|
| <b>TITLE:</b> Nature Conservancy of Canada<br>Conservation Easement Shoderee (CA)                    |             |  |             |
| <b>PREPARED BY:</b> Roland Milligan  |             | <b>DATE:</b> December 2, 2020   |             |
| <b>DEPARTMENT:</b> Planning and Development  |             |   |             |
|  |             | <b>ATTACHMENTS:</b><br>1. Letter from NCC with Form 1<br>2. Location Map            |             |
| <b>Department Supervisor</b>   | <b>Date</b> |   |             |
| <b>APPROVALS:</b>  |             |   |             |
| Roland Milligan<br> | 2020-12-02  |   | 03 Dec 2020 |
| <b>Department Director</b>   | <b>Date</b> | <b>CAO</b>  | <b>Date</b> |

**RECOMMENDATION:**

**That Council acknowledge the receipt of the notice of the Conservation Easement for the Nature Conservancy of Canada’s Shoderee (CA) project, and further;**

**That Council waive the 60-day notice period prior to registration for the Conservation Easement.**

**BACKGROUND:**

Section 33(2)(a)(iii) of the Alberta Land Stewardship Act, states that the Council of the municipality must be given prior notice to the registration of a conservation easement.

NCC is requesting that the Council of the MD acknowledge the receipt of Form 1 and agree to waive the 60-day notice period and that they may register the Conservation Easement immediately.

While the MD can register an objection to the registering of the conservation easement, the easement may still be registered.

However, the request for acknowledgement of the receipt of Form 1, acts as the notification process for the municipality that the Conservation Easement is going to be placed on certain properties.

On August 27, 2019, Council waived the 60-day notice period prior to registration for four projects received from the Nature Conservancy of Canada (NCC).

One of those projects was the Shoderee (CA) project. The project covered the following lands: Ptn N½ 1-3-29 W4M, Ptn SW 7-3-28 W4M, Ptn NW 7-3-28 W4M, SE 12-3-29 W4M, NE 12-3-29 W4M, NE 13-3-29 W4M, SW 13-3-29 W4M, SE 13-3-29 W4M, SE-14-3-29 W4M, Ptn SW 18-3-28 W4M and Ptn NW 18-3-28 W4M containing 1,396 acres (565 ha).

## Recommendation to Council

The MD received a letter from the NCC dated November 19, 2020 requesting that the MD complete the Form 1 for an **amended** Shoderee project (*Attachment No. 1*).

The NCC is adding two quarter sections to the easement prior to registration. The additional parcels (320 acres, 129.5 ha) are the NW 12-3-29 W4M and the SW 12-3-29 W4M (*Attachment No. 2*).

### **FINANCIAL IMPLICATIONS:**

None.





VIA EMAIL

November 19, 2020

Municipal District of Pincher Creek No. 9  
Box 279  
1037 Herron Avenue  
Pincher Creek, Alberta T0K 1W0

Attention: Roland Milligan  
Director of Development and Community Services  
[adminidirdev@mdpincercreek.ab.ca](mailto:adminidirdev@mdpincercreek.ab.ca)

**Re: Conservation Easement Form 1 – Shoderee (CA)**

---

Please find attached a Form 1 document which outlines details of the subject Conservation Easement.

We would appreciate if you could complete the acknowledgement below and mail the document to the address below or email a scanned copy back to my attention at [doug.vincent@natureconservancy.ca](mailto:doug.vincent@natureconservancy.ca).

Please do not hesitate to contact me with any questions you may have.

Thank you for your assistance,

A handwritten signature in black ink, appearing to read "Doug Vincent", with a horizontal line extending to the right.

Doug Vincent, Habitat Acquisition Manager  
Nature Conservancy of Canada – Alberta Region  
Suite 890, 105 - 12 Avenue SE Calgary, AB T2G 1A1  
Tel: 403 817-2109 · Cell: 403 609-1482  
[doug.vincent@natureconservancy.ca](mailto:doug.vincent@natureconservancy.ca)  
[www.natureconservancy.ca](http://www.natureconservancy.ca)

cc Tara Worobetz – Habitat Acquisition Manager

Encl. – Form 1

**FORM 1 - Notice Prior to Registration**

**Conservation Easement Registration Regulation**

Notice to the Municipal District of Pincher Creek No. 9

This Notice is to advise you that:

1. We, The Nature Conservancy of Canada, #890, 105 – 12 Avenue SE, Calgary Alberta T2G 1A1, 403-262-1253 intend to register an Agreement under section 33(2) of the *Alberta Land Stewardship Act* creating a conservation easement, not sooner than 60 days after the date you receive this notice.
2. The conservation easement will affect the land described as:

**LAND TITLE CERTIFICATE 1**

MERIDIAN 4 RANGE 29 TOWNSHIP 3  
SECTION 1  
THAT PORTION OF THE NORTH HALF WHICH LIES WEST OF THE WATERON  
RIVER  
AS SHOWN ON THE TOWNSHIP PLAN APPROVED AT OTTAWA 22 MAY 1901  
CONTAINING 101.2 HECTARES (250 ACRES) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE  
MUNICIPALITY: MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9  
REFERENCE NUMBER: 991 241 986

**LAND TITLE CERTIFICATE 2**

FIRST  
MERIDIAN 4 RANGE 29 TOWNSHIP 3  
SECTION 12  
QUARTER SOUTH WEST  
EXCEPTING THEROUT ALL MINES AND MINERALS  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECOND  
MERIDIAN 4 RANGE 29 TOWNSHIP 3

SECTION 12  
QUARTER SOUTH EAST  
EXCEPTING THEROUT ALL MINES AND MINERALS  
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE  
MUNICIPALITY: MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9 / CARDSTON  
COUNTY  
REFERENCE NUMBER: 001 074 047 +1

**LAND TITLE CERTIFICATE 3**

THAT PORTION OF THE SOUTH WEST QUARTER OF SECTION 7  
IN TOWNSHIP 3  
RANGE 28  
WEST OF THE 4 MERIDIAN WHICH LIES WEST OF THE WATERON  
RIVER AS SHOWN ON THE TOWNSHIP PLAN APPROVED AT OTTAWA  
5 JUNE 1901  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE  
MUNICIPALITY: MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9  
REFERENCE NUMBER: 181 187 913

**LAND TITLE CERTIFICATE 4**

FIRST  
MERIDIAN 4 RANGE 29 TOWNSHIP 3  
SECTION 12  
QUARTER NORTH WEST  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 65.2 HECTARES (161 ACRES) MORE OR LESS

SECOND  
MERIDIAN 4 RANGE 29 TOWNSHIP 3  
SECTION 12  
THOSE PORTIONS OF THE NORTH EAST QUARTER  
INCLUDING AN ISLAND WHICH ARE NOT COVERED BY ANY OF THE WATERS  
OF WATERTON RIVER AS SHOWN ON THE SAID TOWNSHIP PLAN  
CONTAINING 59.621 HECTARES (147.30 ACRES) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE  
MUNICIPALITY: MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9 / CARDSTON  
COUNTY  
REFERENCE NUMBER: 001 074 047

**LAND TITLE CERTIFICATE 5**

MERIDIAN 4 RANGE 28 TOWNSHIP 3  
SECTION 7  
THAT PORTION OF THE NORTH WEST QUARTER  
LYING WEST OF THE WATERTON RIVER AS SHOWN ON THE TOWNSHIP PLAN  
DATED 28 DECEMBER 1906 CONTAINING 10.981 HECTARES (27.20 ACRES)  
MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE  
MUNICIPALITY: MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9  
REFERENCE NUMBER: 161 155 182

**LAND TITLE CERTIFICATE 6**

MERIDIAN 4 RANGE 29 TOWNSHIP 3  
SECTION 14  
QUARTER SOUTH EAST  
EXCEPTING THEROUT ALL MINES AND MINERALS  
AREA: 65.6 HECTARES (162 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE  
MUNICIPALITY: MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9  
REFERENCE NUMBER: 921 134 764 +2

**LAND TITLE CERTIFICATE 7**

FIRST  
MERIDIAN 4 RANGE 29 TOWNSHIP 3  
SECTION 13  
QUARTER NORTH EAST  
EXCEPTING THEROUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME

AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

SECOND

MERIDIAN 4 RANGE 29 TOWNSHIP 3

SECTION 13

QUARTER SOUTH WEST

EXCEPTING THEROUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME

AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

THIRD

MERIDIAN 4 RANGE 29 TOWNSHIP 3

SECTION 13

THAT PORTION OF THE SOUTH EAST QUARTER WHICH IS NOT  
COVERED BY ANY OF THE WATERS OF WATERTON RIVER AS SHOWN  
ON THE TOWNSHIP PLAN APPROVED AT OTTAWA 22 MAY 1901,  
CONTAINING 64.3 HECTARES (159 ACRES) MORE OR LESS  
EXCEPTING THEROUT ALL MINES AND MINERALS  
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

REFERENCE NUMBER: 001 074 126 +1

**LAND TITLE CERTIFICATE 8**

MERIDIAN 4 RANGE 28 TOWNSHIP 3

SECTION 18

THAT PORTION OF THE SOUTH WEST QUARTER

WHICH LIES TO THE NORTH AND WEST OF THE WATERTON RIVER AS SHOWN  
ON THE TOWNSHIP PLAN DATED 15 MARCH 1922

CONTAINING 22.821 HECTARES (56.3 ACRES) MORE OR LESS

EXCEPTING THEROUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

REFERENCE NUMBER: 011 035 484

**LAND TITLE CERTIFICATE 9**

MERIDIAN 4 RANGE 28 TOWNSHIP 3  
SECTION 18

THAT PORTION OF THE NORTH WEST QUARTER WHICH LIES TO THE WEST OF  
THE WATERTON RIVER AS SHOWN ON SAID TOWNSHIP PLAN DATED 15  
MARCH 1922

CONTAINING 45.10 HECTARES (111.5 ACRES) MORE OR LESS  
EXCEPTING THEROUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

REFERENCE NUMBER: 011 035 484

3. The name and phone number of the registered owner of the affected land is:  
Kathryn Anne Flundra  
PO Box 1210  
Pincher Creek Alberta T0K 1W0  
Email address: [kathyflundra@gmail.com](mailto:kathyflundra@gmail.com)  
Phone: 403-627-7943
4. The purpose of the conservation easement is to: conserve the native grassland, water bodies and associated riparian areas and conserve access for wildlife movement to, from and within the property.
5. A summary of the terms of the Agreement creating the conservation easement relating to the use of the land include: No subdivision or development, no cultivation or tree removal, no draining or alteration of waterbodies or riparian areas.

Dated this 19<sup>th</sup> day of November, 2020.



Name: Doug Vincent  
Position: Habitat Acquisition Manager

**Attachment No. 1**

We, the Municipal District of Pincher Creek No. 9, acknowledge the receipt of the Form 1 for the above Conservation Easement.

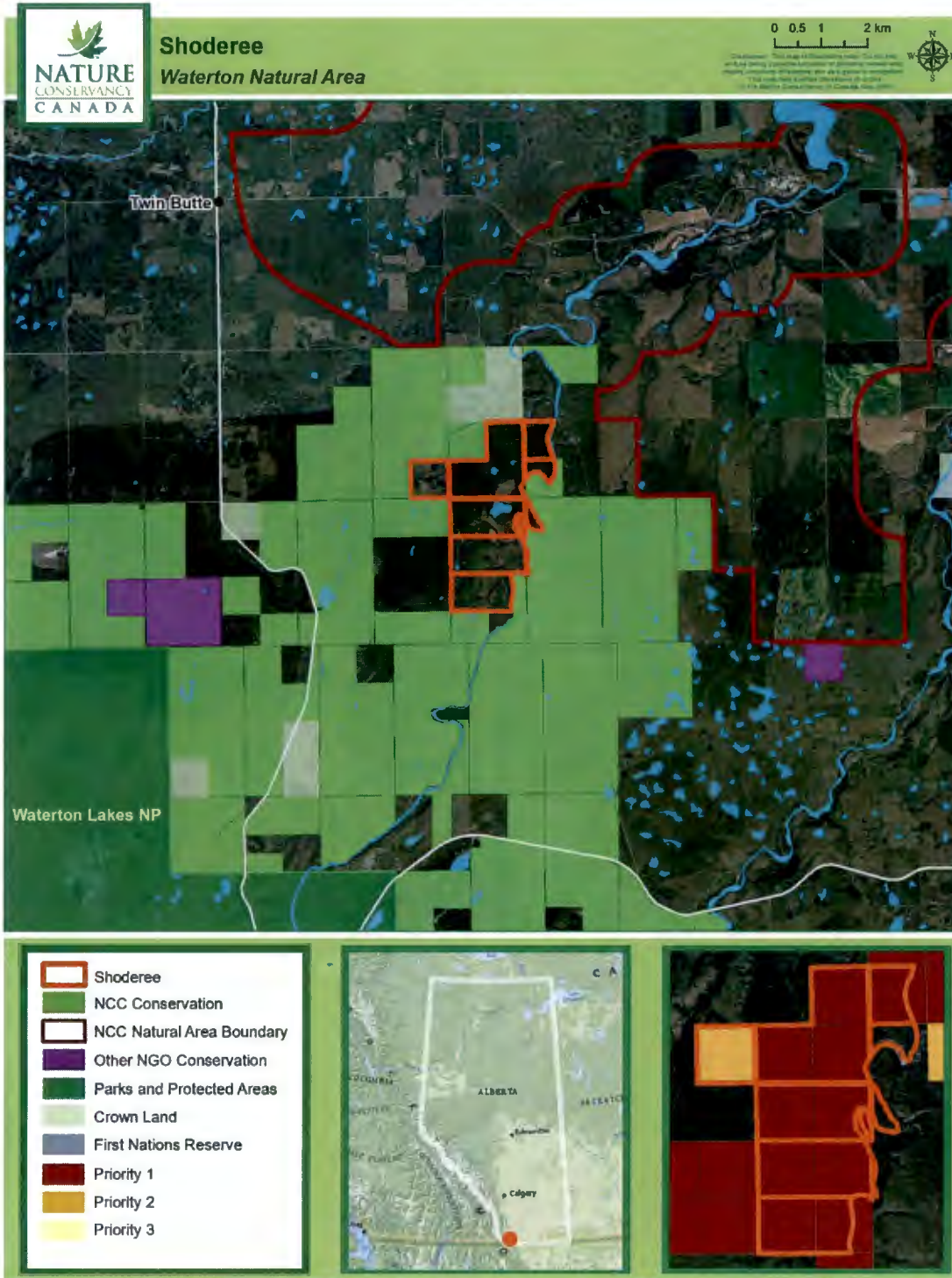
- We agree to waive the 60 day notice period and you may register the Conservation Easement immediately.
- We do not agree to waive the 60 day notice period.

\_\_\_\_\_  
SIGNATURE ACKNOWLEDGING RECEIPT OF THIS NOTICE

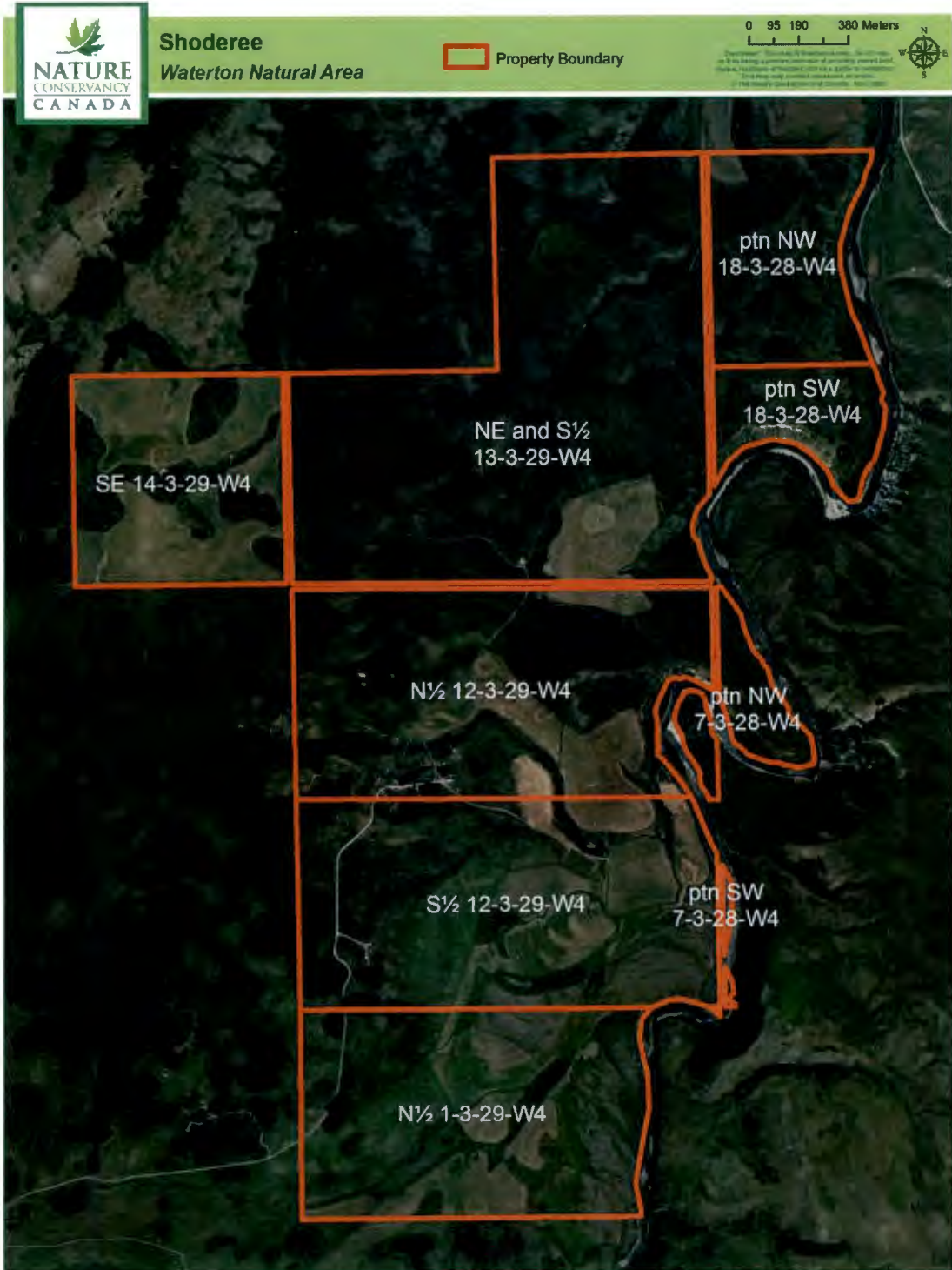
\_\_\_\_\_  
SIGNATURE CONFIRMING WAIVER BY THE MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9 OF THE SIXTY DAY WAITING PERIOD FOR REGISTRATION OF THE CONSERVATION EASEMENT

\_\_\_\_\_  
SIGNATORY'S POSITION WITH THE MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

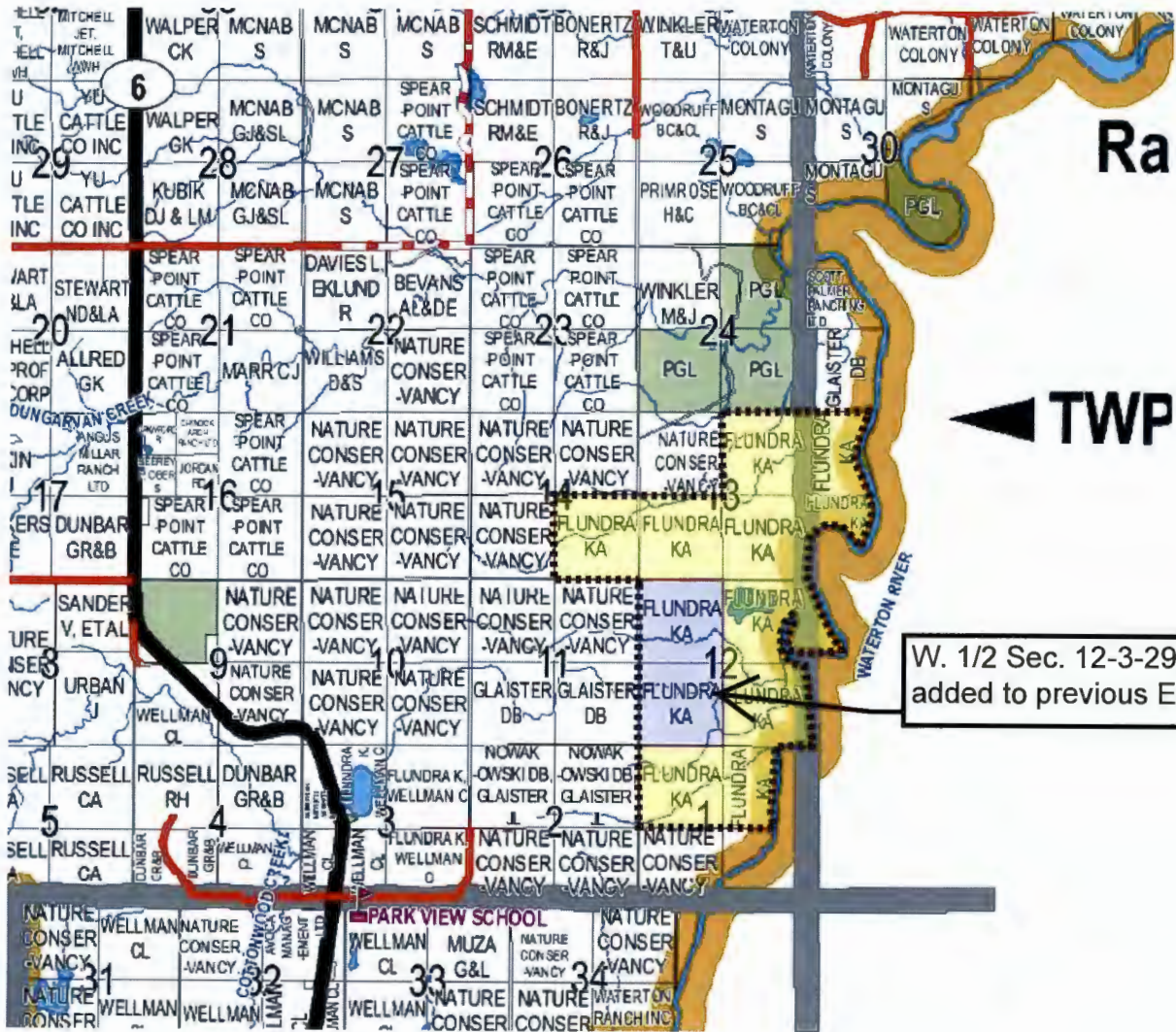
DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.







Shoderee (CA)




Ra

◀ TWP

# Recommendation to Council


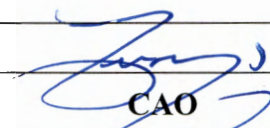
G3a

|   |   |
|---|---|
| <b>TITLE: Financial Policy – Financial Reserves C-FIN-523</b> |  |
|---|---|

|                                  |                               |
|----------------------------------|-------------------------------|
| <b>PREPARED BY: Meghan Dobie</b> | <b>DATE: December 1, 2020</b> |
|----------------------------------|-------------------------------|

**DEPARTMENT: Finance**

|                              |  |  |  |
|------------------------------|--|--|--|
| <b>Department Supervisor</b> |  |  | <b>ATTACHMENTS:</b><br><b>1. Financial Policy – Financial Reserves C-FIN-523</b> |
|------------------------------|--|--|--|

|   |                    |  |                     |
|---|--------------------|--|---------------------|
| <b>APPROVALS:</b>   |                    |  |                     |
|  | <i>Dec 1, 2020</i> |  | <i>01 Dec. 2020</i> |
| <b>Department Director</b>  | <b>Date</b>        | <b>CAO</b>   | <b>Date</b>         |

**RECOMMENDATION:**

That council amend financial policy C-FIN-523 Financial Reserves as presented.

**BACKGROUND:**

- Financial policy, C-FIN-523 Financial Reserves Policy was last amended in June of 2020.
- Since June 2020 there has been several amendments, including:
  - Required to keep an Emergency Management Reserve at \$50,000
  - Created the Regional Airport Development Reserve
  - Combined the Water and Waterwater Infrastructure Reserve
- Policy amendment includes granting the CAO, or designate, authorization to use reserve funds, to a maximum of \$50,000, in an emergency situation; and changing the name and purpose/regulations of the Town of Pincher Creek reserve, to the Regional Community Initiatives reserve.

**FINANCIAL IMPLICATIONS:**

N/A



## MD OF PINCHER CREEK NO. 9

### FINANCIAL POLICY

C-FIN-523

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**TITLE: FINANCIAL RESERVES**

Approved by Council  
Revised by Council  
Revised by Council  
Revised by Council  
Revised by Council

Date: August 25, 2015  
Date: November 10, 2015  
Date: March 28, 2017  
Date: June 23, 2020  
Date: *Pending*

---

***PURPOSE OF POLICY***

The purpose of this policy is to identify why the MD has reserves and how they are used.

---

**POLICY STATEMENT**

1. The MD of Pincher Creek No. 9 will establish reserves funds. The reserve funds will be set aside and used under the direction of MD Council.

**DEFINITIONS**

2. For the purpose of this policy, the following definitions shall apply:
  - a. “MD” shall mean and refer to the Municipal District of Pincher Creek No. 9.

**PRINCIPALS**

3. The general purpose of reserves is to 'smooth out' the normal fluctuations in the level of MD expenditures from budget year to budget year. This gives ratepayers greater certainty concerning their tax rates and works to avoid substantial tax rate changes in any given year.
4. The items that would generally cause fluctuations in expenditures would be:
  - a. large expenses that only happen periodically (e.g., large capital projects); or
  - b. initiatives that were planned and funded for a particular year but delayed until a future year;  
or
  - c. items that have significant, unpredictable variances from year to year (e.g. snow removal);  
or
  - d. items related to one time start-up costs for an initiative (e.g. start up costs for GIS system).
5. Having reserves in place will tend to limit the MD's use of long term borrowing to complete initiatives. Therefore when a significant future initiative is planned, funds set aside in a reserve over a number of years will be in place to fund the project. Current taxpayers will contribute to future initiatives, benefit from past initiatives funded in this manner and earn interest on the reserve and not pay interest on borrowed funds. Significant projects, may still require long term borrowing.
6. A secondary use of reserves may be to provide short term financing between January 1st of the current year and when taxes are actually collected.

**GENERAL GUIDELINES**

7. Council must approve all reserve transfers, re-designations, revisions, and new account requests. Approvals may be in the form of:
  - a. The annual operating or capital budget approval; or
  - b. A carry-over project that is contained in the carry forward reserve; or
  - c. A council resolution; or
  - d. The amendment or replacement of the existing Reserve Policy.
8. In the event of an emergency, the CAO, or designate, may authorize a transfer from reserves, up to a maximum of \$50,000. The CAO, or designate, is required to bring the details to Council for formal approval.

**RESERVE ACCOUNTS****9. Airport Reserve**

**Purpose:** This reserve sets aside funds for capital replacement or repairs at the Airport.

**Regulations:** This reserve is funded at the discretion of Council.

**10. Bridge Reserve**

**Purpose:** This reserve sets aside funds yearly to fund capital repair and replacement of bridges.

**Regulations:** This reserve is intended to be tied to the long-range bridge capital plan. Expenditures will be based on the yearly approval of the capital projects budget and thus will vary year to year. This reserve is funded yearly through approved budget contributions.

**11. Building Reserve**

**Purpose:** This reserve sets aside funds for capital replacement of MD owned buildings and structures.

**Regulations:** These funds are primarily for upgrades to facilities or new facilities, but they also could, at Council's discretion, be used for major maintenance items.

**12. Dam (Water Storage) Reserve**

**Purpose:** This reserve sets aside funds for capital projects and upgrades on the MD's water storage dams.

**Regulations:** This reserve is funded at the discretion of Council.

**13. Equipment Reserve**

**Purpose:** This reserve sets aside funds for capital equipment purchases.

**Regulations:** This reserve is intended to be tied to the long-range Equipment Capital Plan. It is funded yearly through approved budget contributions. Expenditures are approved yearly in capital project budgets and may vary from year to year. Any proceeds from the sale of equipment will be added directly to this reserve.

**14. Emergency Management Reserve**

**Purpose:** This reserve sets aside funds for incidents that require PCREMO involvement.

**Regulations:** This reserve is intended to fund unforeseen emergencies which require PCREMO involvement. The EAC, governing body of PCREMO, requests that the MD keep this reserve at a minimum of \$50,000.

**15. Gravel Reclamation Reserve**

**Purpose:** This reserve sets aside funds gravel pit stripping, reclamation, and weed control.

**Regulations:** This reserve is intended to be tied to our legal obligation for reclamation work. Expenditures for pit stripping and pit reclamation may be funded from this reserve. A rate will be charged for each tonne of pit material used and will be set for each budget year and will be transferred to this reserve yearly.

**16. Next Year Completions Reserve**

**Purpose:** This reserve will hold funds for projects or other expenditures of operational nature that have been carried over from one year to a subsequent year.

**Regulations:** This reserve will receive prior year's projects carryover funds. Funds will be added and tracked on a per project basis. A council resolution is not required when transferring funds to or from this reserve. Funding withdrawals will be based on actual expenditures and limited to the per project allocation in the reserve.

**17. PCESC Equipment Reserve**

**Purpose:** This reserve sets aside funds for future capital purchases required by the Pincher Creek Emergency Services.

**Regulations:** This reserve is intended to be tied to the Pincher Creek Emergency Services long-range capital plan. These reserve funds may be applied to offset a significant increase to the PCESC levy as a result of making a capital purchase (fire truck, fire hall, etc.)

---

**18. Public Reserve Trust**

**Purpose:** This reserve sets aside monies received in place of municipal reserve resulting from the subdivision process, to account for and stipulate the purposes for which those monies may be used.

**Regulations:** Section 671 MGA stipulates that funds may be used for a public park, a public recreation area, school authority purposes, or to separate areas of land that are used for different purposes.

**19. Regional Airport Development Reserve**

**Purpose:** This reserve sets aside funds for Regional Airport Development.

**Regulations:** This reserve is funded equally at the discretion of MD, Town and Crowsnest Pass Councils. A Regional Airport Committee resolution is required when transferring funds from this reserve.

**20. Road Infrastructure Reserve**

**Purpose:** This reserve sets aside funds for capital road projects.

**Regulations:** This reserve is intended to be tied to the long-range road capital plan. Expenditures will be based on yearly approval of projects budgets and thus will vary year to year. This reserve is funded yearly through approved budget contributions.

**21. Recycle Equipment Reserve**

**Purpose:** This reserve is intended to fund the MD's portion of the recycling equipment owned jointly with the Town of Pincher Creek

**Regulations:** This reserve is funded at the discretion of Council.

**22. Regional Community Initiatives**

**Purpose:** This reserve sets aside funds for capital purchases within the Town of Pincher Creek, Village of Cowley and Municipality of Crowsnest Pass

**Regulations:** This reserve funds capital expenditures within the Town of Pincher Creek, Village of Cowley and Municipality of Crowsnest Pass, that are intended to benefit the greater community (e.g. recreation, education). A per capita rate will be set for each budget year and will be transferred to this reserve yearly.

**23. Seniors Housing**

**Purpose:** This reserve sets aside funds for capital repair or replacement of senior's housing.

**Regulations:** This reserve is funded at the discretion of Council.

**24. Tax Rate Stabilization Reserve**

**Purpose:** Typically used to offset significant assessment losses, to create balanced budgets and to fund larger unbudgeted one-time expenses. This reserve was created for three reasons: to cover one time capital and operating expenses that Council does not wish to delay to the next budget year, to cover unexpected unfavorable variances from the budget that cannot be funded from other sources, or to balance differences in funding in a budget project.

**Regulations:** These reserve funds may be applied to any projects or items Council feels are non-recurring expenses so as not to impact taxes in that year. These funds may also be used to cover shortfalls to achieve a balanced budget as required in the MGA. This reserve shall be capped at 10% of Municipal Tax Revenue.

**25. Water and Wastewater Infrastructure Reserve**

**Purpose:** This reserve sets aside funds for costs related to the water distribution and wastewater collection systems within the MD.

**Regulations:** This reserve funds expenditures for items related to acquiring, treating, and supplying water, and the collection or removal, treatment and disposal of sanitary sewage with the MD. This reserve is funded by transferring of base rates, per schedule E in Utility Bylaw 1320-20, and at the discretion of Council.

**Brian Hammond**  
Reeve

**Troy MacCulloch**  
Chief Administrative Officer



# CHIEF ADMINISTRATIVE OFFICER'S REPORT

Nov 25, 2020 – new year.

## DISCUSSION:

|           |   |
|-----------|---|
| Nov 25    | SMT (Senior Mgmt Team) Meeting<br>EAC (Emergency Advisory Committee) Meeting<br>Post Council action items and letters<br>Kenow Pretrial with Brownlee Law<br>Covid Conference Call with Gov. of Alberta, AHS and Dr. D. Hinshaw           |
| Nov 26    | Debrief of budget 2021 with Dir of Finance<br>ICF prep for Crowsnest Pass meeting<br>HR matters   |
| Nov 27    | REMO message from three chief elected regarding Covid 19<br>Mediator selection process assistance for councillors<br>Municipal Affairs to request funding for Mediator for funding formula dispute<br>Start of employee evaluations       |
| Nov 30    | SMT (Senior Mgmt Team) Meeting – enhanced remote work schedule begins<br>COR Audit close out meeting with Athabasca Co.<br>ICF Meeting with Mun of Crowsnest Pass<br>Course work for my next module of the CMML Course                    |
| Dec 01    | Staff Evaluations continue<br>Covid Conference Call with Gov. of Alberta, AHS and Dr. D. Hinshaw<br>Planning Session with ORRSC – MDP – virtual meeting   |
| Dec 02    | Meeting with Safety Officer – Post Close out Meeting<br>HR Meeting<br>Agriculture Service Board Meeting - virtual<br>RMA virtual meeting with our new President and Chief Exec. of RMA  |
| Dec 03    | Finalize Staff Evaluations and interviews<br>Meeting Brownlee law regarding a land issue<br>Staff appreciation day at MD office with Council and all staff members at staggered times due to covid 19. Long Service Awards presentations. |
| Dec 04    | Remote work begins until Dec 18   |
| Dec 07-08 | Module 3 of CMML course begins  |
| Dec 21    | Christmas Vacation begins. Return to work on Jan 04. Roland Milligan as Deputy CAO will cover in my absence.  |

- Numerous other meetings throughout this period to address any issues or tasks from the Nov 24<sup>th</sup> meeting.


## Upcoming Meetings

- Joint meeting with Town to be organized next week to take place in January 2021
- ICF meeting with the Town to be organized next week to also take place in January 2021
- Meeting with airport consultant next week to determine next steps and set a date with the chair and consultant for a meeting in early 2021

**RECOMMENDATION:**

That Council receive for information, the Chief Administrative Officer's report for the period Nov 25, 2020 – Jan 04, 2020.

Prepared by:

Troy MacCulloch, CAO 

Date: Dec 03, 2020

Respectfully presented to:

Council

Date: Dec 08, 2020



**COMMUNITY FOUNDATION**  
LETHBRIDGE + SOUTHWESTERN ALBERTA

November 27, 2020

Troy MacCulloch  
M.D. of Pincher Creek No.9  
Box 279  
Pincher Creek AB T0K 1W0

Dear Mr. MacCulloch,

On behalf everyone at the Community Foundation of Lethbridge and Southwestern Alberta, I am delighted to inform you that your application to the Fall 2020 Community Priorities Fund was successful! Congratulations to you and your organization on receiving a \$15,000 grant for the *Twin Butte Community Hall Barrier-Free Addition and Building Upgrades Project*.

A copy of the Grant Agreement is enclosed for signature by an authorized signing authority with your organization. **Please return one signed copy of the Grant Agreement to the Community Foundation** and keep a copy for your records. I encourage you to read the Grant Agreement carefully prior to signing. If you have any questions regarding the Grant Agreement, please do not hesitate to contact me or our Grants Coordinator, Caitlin Gajdostik.

A project final report of your project is due on or before December 15, 2021. Please note that the Grant Agreement includes a requirement to provide the Community Foundation with a story lead related to the project the grant supports.

All of us at the Community Foundation recognize that this has been an exceptionally challenging year, and we thank you for all that you do to ensure the health and well-being of the community. Thank you for the time and effort put into your submission, and for your interest in the Community Foundation.

In light of the COVID-19 restrictions on indoor gatherings in Alberta, the Community Foundation is not able to award grants through a Grants Celebration, Instead, we will be contacting you via email to coordinate a date and time for you to stop by our office to collect your grant and your plaque. Please note that we require all guests to wear masks while at the office. Please watch your email for updates on the arrangement details for your organization.

All best wishes,

Charleen Davidson  
Executive Director

cc: Sophie LaRocque, Twin Butte Community Society



## GRANT AGREEMENT

The **Community Foundation of Lethbridge and Southwestern Alberta** (the Community Foundation) hereby grants the sum of **\$15,000** to the **M.D. of Pincher Creek No.9** (Grantee) which the Grantee hereby accepts on the following terms and conditions:

1. M.D. of Pincher Creek No.9 shall use the funds for the *Twin Butte Community Society Barrier-Free Addition and Building Upgrades Project*, as requested in the Community Priorities Grant Application. The Grantee may not make any changes to the project without the prior written approval of the Community Foundation.
2. The Grantee agrees to provide appropriate recognition for the Community Foundation for receipt of this grant using the Community Foundation's logo and the "Community Foundation of Lethbridge and Southwestern Alberta" name. ***Please refer to Schedule "A" for recognition requirements and expectations.***
3. The Grantee may release information regarding receipt of the grant without prior approval of the Community Foundation provided all conditions of this Agreement have been accepted. The Grantee is encouraged to make its own public announcement about this grant to attract additional public support. One copy of all press releases, news articles, and other published references must be sent to the Community Foundation.

The Grantee agrees to provide the Community Foundation with a written **Final Report** of the project details, the impact of the grant on the community, and an account of how the funds were spent on or before **December 15, 2021**. Please contact the Community Foundation office to request a copy of the final report.

4. Upon request, the Grantee agrees to provide the Community Foundation with specific details regarding the impact of the grant on their work. The Community Foundation has the right to write, publish, and share impact stories in any of its publication or on its website.

The Grantee agrees to the conditions set out herein. DATE: 01 Dec 2020

**Community Foundation of Lethbridge and  
Southwestern Alberta**

**M.D. of Pincher Creek No.9**

  
\_\_\_\_\_  
Charleen Davidson, Executive Director

  
\_\_\_\_\_  
Authorized Signing Authority

  
\_\_\_\_\_  
Troy Mac Culloch  
Print Name



**COMMUNITY FOUNDATION**  
LETHBRIDGE + SOUTHWESTERN ALBERTA

## **SCHEDULE "A"**

### **Recognition Expectations**

The following outlines the expected recognition (where applicable) of the Community Foundation of Lethbridge and Southwestern Alberta (the Community Foundation) for its support of your project through the Community Priorities Grants Program.

1. The Grantee agrees to recognize the Community Foundation for support for all media related to this project, including on the Grantee's website, annual reports, and all publications that include financial contributors. The Grantee agrees to work with the Community Foundation staff for wording used to describe the Community Foundation, and to capitalize on any promotional activities the Grantee endeavors to undertake.
2. Publications and promotional materials relating to this project produced by Grantees must carry the Community Foundation's logo on all print materials produced in relation to the project as well as the following acknowledgement:

***"(GRANTEE) gratefully acknowledges the financial support of the Community Foundation of Lethbridge and Southwestern Alberta, a public foundation serving the community of Southwestern Alberta."***

3. The Community Foundation's Logo must be included:
  - On all printed materials relevant to the project for which grant funding is provided;
  - On all print advertisements that include corporate recognition;
  - On the official organizational and project website;
  - On all print materials produced for distribution relevant to the project for which grant funding is provided.

**NOTE: the logo should be prominent in size and location. Please contact the Community Foundation office at 403-328-5297 or [grants@cflsa.ca](mailto:grants@cflsa.ca) for a copy of its logo, or for more information.**



H2b

1037 Herron Ave.  
PG Box 279  
Pincher Creek, AB  
T0K 1W0  
p. 403.627.3130  
f. 403.627.5070

[info@mdpinchercreek.ab.ca](mailto:info@mdpinchercreek.ab.ca)  
[www.mdpinchercreek.ab.ca](http://www.mdpinchercreek.ab.ca)



November 30, 2013

Cowley Lions Club  
Box 53  
Cowley, AB T0K 0P0

To Whom It May Concern:

**Re: Tree Canada Grant Application  
Cowley Lions Club Castle River Rodeo Grounds**

The Municipal District of Pincher Creek No. 9 (the MD) is the Lessee named in Recreational Lease No. REC 765. Subsequent to the agreement with the Province of Alberta, the MD has an active lease agreement with the Cowley Lions Club (the Lions) granting them the authorization to operate and maintain the Castle River Rodeo Grounds and campground on an ongoing basis.

The Club has been a great partner for the MD in operating and maintaining the campground. The MD is in full support of the Lions' grant application to Tree Canada. Should further information or clarification be required, please do not hesitate to contact us.

Regards,

Roland Milligan  
Director of Development and Community Service

Cc: Cory Wojtowicz, Land Approvals Team Lead, AEP

**From:** Linda Erickson <Linda.Erickson@gov.ab.ca>  
**Sent:** November 26, 2020 5:06 PM  
**Subject:** News Release: Seeking input on outdoor recreation and trails

Hello All – please forward to stakeholders, councils and committees.

Thanks,  
Linda

Classification: Protected A

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**From:** Alberta News <pab.albertanews@gov.ab.ca>  
**Sent:** Thursday, November 26, 2020 3:37 PM  
**To:** Linda Erickson <Linda.Erickson@gov.ab.ca>  
**Subject:** News Release: Seeking input on outdoor recreation and trails

## Seeking input on outdoor recreation and trails

November 26, 2020 [Media inquiries](#)

Albertans are invited to share ideas about outdoor recreation and trails in the province.



Input will help shape future policy and legislation for Crown land, including parks and public lands that support recreation for generations to come. The engagement includes an online public survey, targeted discussions with key stakeholders and consultation with Indigenous Peoples.

“Alberta’s government committed to modernize the system to better manage multi-use public land in the province. We are seeking the public’s input on how policies can better protect our Crown lands while balancing economic activities, recreation and other uses. This important feedback will ensure our approach considers the need to manage these lands responsibly with the many ways Albertans use and enjoy them.”

*Jason Nixon, Minister of Environment and Parks*

## **Engagement on sustainable recreation**

The consultation is the first initiative under government’s approach to modernizing Crown land management and is guided by the Alberta Crown Land Vision.

The government is seeking input into how to support the responsible use of Crown lands, including trails: how we can enhance trail experiences for a variety of users; supporting partnerships and funding opportunities; and how dollars can be reinvested into recreation as well as education and enforcement.

“The Alberta Crown Land Vision will be well-received by snowmobilers, trail managers and any group that works on the provincial landscape. In the past, we have been forced to deal with extra red tape by having to consult with multiple provincial offices to manage a single trail. Access to sustainable funding in combination with new Crown lands policies will enable us to bring a world-class recreational trail system to our province. This new direction will make the work of our trail volunteers so much easier, and we can then use that energy to create better recreational opportunities for all Albertans to enjoy.”

*Chris Brooks, executive director, Alberta Snowmobile Association*

In addition to sustainable funding, changes to better enable partnerships with non-profit groups, businesses, municipalities and Indigenous communities can help support fun, responsible and sustainable recreation on Crown land.

Albertans are encouraged to share their thoughts on how to strengthen our existing successful partnerships and build more.

The [online survey](#) closes on Jan. 15, 2021.

## Alberta Crown Land Vision

The [new vision](#) will guide improvements over the coming years to Alberta's Crown land management system, to make it clearer and easier to understand. It will support solutions that make outdoor recreation sustainable and enable more partnerships, and will sharpen government's focus on achieving outcomes and reducing red tape.

“The Alberta Hiking Association agrees that there is a need to have a vision for Crown land to protect this valuable asset for all Albertans. On behalf of the 1.3 million Albertans who enjoy hiking, the Alberta Hiking Association looks forward to collaborating with the Alberta government in the development of this vision.”

*Murray Fierheller, chair, Alberta Hiking Association*

Over the coming weeks and months, government will engage with Albertans about different Crown land initiatives so improvements to Crown land management consider and reflect public input.

## Quick facts

- The dramatic increase in camping in recent years on Crown land resulted in pressures on the environment that were not sustainable in high-use areas. In response, a ministerial order put more enforcement and infrastructure (e.g., portable washrooms and garbage bins) in place to mitigate the impacts of this increased pressure.
- Identifying sustainable sources of funding such as an OHV user fee would align Alberta with other jurisdictions across Canada that apply user fees to various types of motorized recreation on public land. This approach is supported by user groups like Alberta Off-Highway Vehicle Association and Alberta Snowmobile Association.
- A recent study assessing travel aspirations, intentions and fears during COVID-19 found that trips to parks, nature destinations and car trips within people's own country/region would likely continue to occur at the same likelihood or increase compared with pre-COVID-19.

## Related information

- [Alberta Crown Land Vision](#)
- [Sustainable outdoor recreation engagement](#)

## Media inquiries

### [Jess Sinclair](#)

587-873-5564

Press Secretary, Environment and Parks

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[View this announcement online](#)  
[Government of Alberta newsroom](#)  
[Contact government](#)  
[Unsubscribe](#)

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**October 2020**

**Grant Specialist report for general circulation.**

A fairly busy month with two new clients approaching me for assistance. It has also been great to see a couple of existing clients starting to get some independence, using me as a resource for ideas, brainstorming and review of applications they are submitting themselves. I do not add any of these applications to the grant tracking numbers below as I do not feel as though I have had that much input with the actual writing, however it all helps the community and frees me up to help those without resources to do their own applications, and new clients.

I have been working closely with the Town Recreation team recently with Rhonda being very pro-active about opportunities I send her way. We are hopeful for a couple of applications sent in for the Town this month.

Still working away with the Chamber on their Business Recovery Strategy. I have always found it very frustrating trying to get grants for business purposes. It should be easier given the current situation; however, it has not been that way so far. Fortunately, I do not give up easily and we will keep plugging away. Hopefully the Provincial or Federal Governments will start to see the crisis the small businesses are facing and provide some funds.

Some great collaborations taking place. Recently the Cowley Lions approached me looking to collaborate on a Red Cross grant. It is so great to see organizations looking for ways to help each other out.

**Fast Facts**

| Total Applications made | Funding received to date<br>(banked) | Funding outstanding. |
|-------------------------|--------------------------------------|----------------------|
| \$ 3,674,112.00         | \$ 904,096.00                        | \$ 1,200,417.00      |

Stay Safe everyone,

Liza Dawber

Pincher Creek Community Grant Specialist – [Grants@pccdi.ca](mailto:Grants@pccdi.ca) or 403-682-7421



*[Handwritten signature]*  
Barb Johnson  
Steve Hartley  
Bonnie Brunner  
Mimi  
June Thomas

**Merry Christmas  
and  
Best Wishes for a  
Safe & Happy  
New Year**

*[Handwritten signature]*

Maxwell J Kelly  
Mladen Kristic



Gayle Scott

Hailey Windsor

**From the staff of  
Oldman River Regional  
Services Commission**

Jana Cydonman

Antin [unclear]  
J. Maxwell



*[Handwritten signature]*

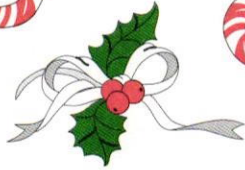
Kaylee Sailer

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

**The ORRSC Office will be closed from noon on  
December 23, 2020 through January 4, 2021**



John Thomas

## Alberta SouthWest Regional Alliance Minutes of the Board of Directors Meeting

Wednesday November 4, 2020 - Town Council Chambers - Fort Macleod



### Board Representatives

Jim Bester, Cardston County  
Brent Feyter, Fort Macleod  
Scott Korbett, Pincher Creek  
Blair Painter, Crowsnest Pass  
Dale Gugala, Stavely  
Jennifer Handley, Nanton (alt)

Dennis Barnes, Cardston  
John Van Driesten, MD Willow Creek

### Resource Staff and Guests

Linda Erickson, Jobs, Economy, and Innovation  
Lori Hodges, LRSD  
Bev Thornton, AlbertaSW

1. Call to Order and Welcome  
Vice-Chair, Jim Bester, called the meeting to order.
2. Approval of Agenda  
Moved by Blair Painter THAT the agenda be approved with addition to Item #8.  
**Carried.** [2020-11-706]
3. Approval of Minutes  
Moved by Dennis Barnes THAT the minutes of October 7, 2020 be approved as presented.  
**Carried.** [2020-11-707]
4. Approval of Cheque Register  
Moved by Dale Gugala THAT cheques #2853 to #2862 be approved as presented.  
**Carried.** [2020-11-708]
5. New funding for EV infrastructure  
SouthGrow is considering applying to be an “administrator” for Natural Resources Canada Zero Emission Vehicle Infrastructure Program if there is sufficient interest from our regional communities and businesses. The program provides 50% matching dollars to install additional charging stations.  
Moved by Scott Korbett THAT we notify CAOs and Chambers for expressions of interest.  
**Carried.** [2020-11-709]
6. New ideas for waste management  
Further to presentations at the Alberta Consolidated Action for Recycling Enterprise (CARE) Conference in September, there is interest in being up to date on potential options to landfill.  
Moved by John Van Driesten THAT we arrange for presentations at upcoming meetings.  
**Carried.** [2020-11-710]
7. Regional Marketing 2021  
AlbertaSW is featured on the Top 100 Good Travel Guide website. AlbertaSW will retain ad space in Vacation Country Travel Guide. Peaks to Prairies promotional campaign is in development. Myalbertasouthwest.com will have updated list of regional events.  
Moved by Brent Feyter THAT AlbertaSW once again place regional display ad on the back cover of the Waterton Guide.  
**Carried.** [2020-11-711]

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| 8. Continuity and Communication; resources to support regional collaboration | Board reviewed a summary of community contributions and projects since 2003, a quantitative benefit of regional collaboration. The discussion considered the value of new partners such as industry, corporations, agencies, organizations, and non-profits who share some common goals and could gain mutual benefit. This is noted to be addressed in upcoming planning activities. |
| 9. Government of Alberta update  | Three-year agreement is signed between AlbertaSW and Alberta Jobs, Economy, and Innovation. First year payment has been received. REDA Chairs are invited to a monthly Zoom meeting with ADM, as positive step toward strengthening communication and planning.   |
| 10. FCM Visionary Award  | The <i>Accelerate Kootenays</i> project, a network of more than 50 electric vehicle (EV) charging stations in rural BC communities was recognized with the FCM Visionary Award. Peaks to Prairies project partners gained the benefit of living “next door” to this expertise!  |
| 11. Executive Director Report  | Accepted as information.  |
| 12. Round Table Updates  | Accepted as information.  |
| 13. Upcoming Events  | <ul style="list-style-type: none"> <li>➤ Peaks to Prairies Webinar: November 5, 2020 11:00 am E-Mobility in Southern Alberta: How can Alberta communities benefit from the electrification of vehicles?</li> <li>➤ EDA Conference: November 25-26, 2020. <a href="http://www.edaalberta.ca">www.edaalberta.ca</a></li> </ul>  |
| 14. Board Meetings   | ➤ December 4, 2020-location TBD-Organizational Meeting  |
| 15. Adjournment  | Moved by Dale Gugala THAT the meeting be adjourned.<br><b>Carried.</b> [2020-11-712]  |

**Approved December 2, 2020**

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Chair

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Secretary/Treasurer

## Regional Economic Development Alliance (REDA) Update

### ❖ Alberta SouthWest Board Executive positions appointed for another year

The December 2, 2020 AlbertaSW Board meeting was held via Zoom; thank you to the representatives who will fill the executive positions Chair, Dr. Brian (Barney) Reeves; Vice-Chair, Mr. M.J. (Jim) Bester; Secretary-Treasurer, Mr. Scott Korbett; Designated Signing Authority, Mr. Brent Feyter.



### ❖ Alberta SouthWest Regional Business License 2021

Begun in 2003, the Regional Business License is now in its 19<sup>th</sup> year of supporting service providers do business in the partner communities.

Sales of 2020 regional licenses met, and slightly exceeded, 2019... good news for many reasons.

Thank you to the municipal staff in all offices who help make this program run smoothly!

### ❖ Southern Alberta Business Succession Partnership

*"Begin with the end in mind".*

*On average, a business takes 5 to 7 years to sell. Start planning the path now.*

Community Futures offices have collaborated to bring to you FREE OF CHARGE services to support business transition planning and to connect buyers and sellers within an innovative, on-line global network. Business information presentations, workshops and one-on-one coaching and consulting will help you be prepared to sell your business. Program services will be available until March 2022.

For more information contact:

Alberta SouthWest - Bev Thornton [bev@albertasouthwest.com](mailto:bev@albertasouthwest.com)

Community Futures Southwest - Tony Walker [tony@cfabsw.com](mailto:tony@cfabsw.com)

Community Futures Crowsnest Pass - Shar Cartwright [scartwright@albertacf.com](mailto:scartwright@albertacf.com)

Community Futures Highwood - Sara Noyes [sara@cfhighwood.net](mailto:sara@cfhighwood.net)

Project Coordinator - Pamela Morgan [pamelam@cfhighwood.net](mailto:pamelam@cfhighwood.net)



### ❖ Economic Developers Alberta (EDA) Conference was held November 25-26, 2020.

A great example of a well-done virtual conference and recorded sessions remain available on YouTube.

Call Bev for more information if that is of interest to you! [bev@albertasouthwest.com](mailto:bev@albertasouthwest.com)

### ❖ REDA Communications

The Hon. Doug Schweitzer, Minister Jobs, Economy, and Innovation and MLA Martin Long, Parliamentary Secretary for Small Business and Tourism, met on-line with REDA Chairs and Managers on December 1. This is part of a scheduled a series of on-line meetings with senior administration of various ministries. This is an encouraging initiative that will hopefully strengthen the role of REDAs in supporting the work of the province, our regions, and our communities.



As the saying goes in this time of COVID:

*"Stay positive ... and remain negative!"*

*Best wishes for a safe holiday season.*

**Alberta SouthWest Regional Economic Development Alliance**

**International Economic Development Council (IEDC) Accredited Economic Development Organization (AEDO)**

**Green Destinations Top 100 Sustainable Global Tourism Destination and Top 3 Best of the Americas**

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