

**AGENDA
COUNCIL MEETING
MUNICIPAL DISTRICT OF PINCHER CREEK
September 23, 2014
1:00 pm**

A. ADOPTION OF AGENDA

B. DELEGATIONS

- (1) Performing Arts Theatre Funding Request
 - Letter from Rotary Club of Pincher Creek, dated August 2, 2014
- (2) Regional Water Program
 - Email from South Lundbreck Water Coop Ltd, dated September 12, 2014

C. MINUTES

- (1) Special Council Meeting Minutes
 - Minutes of September 11, 2014
- (2) Council Meeting Minutes
 - Minutes of September 9, 2014

D. UNFINISHED BUSINESS

- (1) Range Road 29-2 Bruder Hill and Bridge
 - Report from Director of Operations, dated September 3, 2014
 - Letter from Tony Bruder, dated July 8, 2014
 - A representative from WSP will be in attendance to answer questions of Council
- (2) Claresholm and District Transportation Society
 - Transportation Committee Meeting Minutes, dated August 26, 2014
 - Email from Claresholm and District Transportation Society, dated June 11, 2014
- (3) Traffic Counts
 - Traffic Counts, printed September 5, 2014
- (4) Bylaw No. 1254-14 – Emergency Management Bylaw
 - Presented for Third Reading

E. CHIEF ADMINISTRATOR'S REPORTS

(1) **Operations**

- a) Rural Final Mile Internet Project
 - Report from Director of Operations, dated September 12, 2014
- b) Disaster Recovery Project Contract Approvals
 - Report from Director of Operations, dated September 18, 2014
- c) Operations Report
 - Report from Director of Operations, dated September 18, 2014

(2) **Planning and Development**

Nil

(3) **Finance and Administration**

- a) Cash Requirements through May 2015
 - Report from Director of Finance and Administration, dated September 16, 2014
- b) Statement of Cash Position
 - For the month ending August 2014

(4) **Municipal**

- a) CAO Report
 - Report from CAO, dated September 17, 2014

F. CORRESPONDENCE

(1) **Action Required**

- a) AEDA Report on Competitiveness: Alberta 2013
 - Email from Alberta Southwest, dated September 9, 2014
- b) #8000 Mentors Campaign
 - Letter from Alberta Human Services, dated August 26, 2014
- c) Request for Support to Save Canada Post
 - Letter from Canadian Union of Postal Workers, dated September 15, 2014
- d) Meeting Invitation
 - Letter from Town of Pincher Creek, dated September 10, 2014

(2) **For Information**

- a) Beaver Mines Proposed Pathway
 - Letter from M.J. Lynch, dated August 31, 2014
- b) “Parade of Power”
 - Letter from Heritage Acres Farm Museum, received September 16, 2014
- c) Federal Gas Tax Fund
 - Letter from Municipal Affairs, dated September 4, 2014
- d) Cabinet Ministers
 - List of Cabinet Ministers
- e) First Nations Consultation Process
 - Letter from Alberta Association of Municipal Districts and Counties, dated September 9, 2014
- f) Transportation Infrastructure Debt in Alberta
 - Letter from Alberta Roadbuilders and Heavy Construction Association, dated September 4, 2014
- g) Report to Community and 2013-2014 Report Card
 - Letter from Land Stewardship Centre, dated September 4, 2014
- h) AltaLink’s Fidler to Chapel Rock / Castle Rock to Chapel Rock Transmission Project
 - Email from AltaLink, dated September 17, 2014

G. COMMITTEE REPORTS / DIVISIONAL CONCERNS

Councillor Grant McNab – Division 1

Councillor Fred Schoening – Division 2

Councillor Garry Marchuk – Division 3

- Oldman River Regional Service Commission
- Minutes of June 5, 2014

Reeve Brian Hammond - Division 4

Councillor Terry Yagos – Division 5

H. IN-CAMERA

I. NEW BUSINESS

J. ADJOURNMENT

**Rotary Club of Pincher Creek
Box 2161
Pincher Creek, Alberta
T0K 1W0**



August 2, 2014

To: Supporters of Performing Arts
In Pincher Creek

Re: Request for donation toward Community Enhancement Grant

Fellow Supporters;

The Rotary Club of Pincher Creek is looking to raise \$25,000.00 before the end of August to put towards a community enhancement grant of an additional \$75,000.00. This \$100,000.00 will be used to determine a location, costs associated with and feasibility of a Performing Arts Theatre. Conceptual drawings of the building and facility will also be included.

As of today, we have raised \$6,500.00 and we are confident we can raise the rest from the support of the community.

This initial investment into our community will allow us to move forward in making this a reality. At this point tax receipts for this donation cannot be guaranteed, but we are working with Community Futures out of Lethbridge to see if that can happen.

At this point, we are not looking for a fund raising project, but a donation. \$500.00 to \$1,000.00 (or more of course) and we will make the grant application.

If we do not raise the \$25,000.00 in time to apply for the grant, or if the grant is denied, we will refund all the money donated.

We have been in contact with an architect who will provide the conceptual drawings and will continue with community input from all user groups to determine the best location and size of facility.

If you are able to support this project at this early stage, please contact Scott Korbett at 403-632-9141 or by email at scott.korbett@gmail.com.

We are confident that Pincher Creek will have a performing arts centre to be utilized for generations. Determining what it will look like and where it will be is what we're working on right now.

Thank you for your support.

Scott Korbett
President
Rotary Club of Pincher Creek

MDInfo

From: Bruno Yagos <brusueyagos@toughcountry.net>
Sent: Friday, September 12, 2014 4:31 PM
To: MDInfo
Cc: Gordie
Subject: Council meeeting

Attention: Tara

The South Lundbreck Water Coop Ltd would like to send a delegation to meet with Council at their next meeting to discuss the feasibility of joining or taking part in the foreseen Regional Water Program. Please contact either myself or Gordon Leskosky.

Susan Yagos
Secretary-Treasurer
403-628-2284

**MINUTES
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
SPECIAL COUNCIL MEETING
SEPTEMBER 11, 2014**

The Special Meeting of the Council of the Municipal District of Pincher Creek No. 9 was held on Thursday, September 11, 2014, at the Heritage Inn, 919 Waterton Avenue, Pincher Creek, Alberta.

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

ABSENT Councillor Grant McNab

STAFF Chief Administrative Officer Wendy Kay

Notice of the meeting was given by telephone or in person to each Councillor and a signed Waiver of Notice Form is attached to and forms part of these minutes.

Reeve Brian Hammond called the Special Council Meeting to order, the time being 8:45 pm.

A. ADOPTION OF AGENDA

Councillor Terry Yagos 14/369

Moved that the Special Council Agenda for September 11, 2014, be approved as presented.

Carried

B. HIGHWAY 774

Councillor Terry Yagos 14/370

Moved that the Council of the MD support the Ministry of Transportation negotiations to move forward with paving of Highway 774;

And that the MD undertake the required supervision of the project, if required.

Carried

C. ADJOURNMENT

Councillor Terry Yagos 14/371

Moved that Council adjourn the meeting, the time being 8:47 pm.

Carried

REEVE

CHIEF ADMINISTRATIVE OFFICER

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

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

PRESENT Reeve Brian Hammond, Councillors Terry Yagos, and Grant McNab
Councillors Garry Marchuk and Fred Schoening as entered into the minutes

STAFF Chief Administrative Officer Wendy Kay, Director of Development and Community Services Roland Milligan, Director of Finance and Administration Mat Bonertz, and Executive Assistant Tara Cryderman

Reeve Brian Hammond called the Council Meeting to order, the time being 1:05 pm.

A. ADOPTION OF AGENDA

Councillor Grant McNab 14/343

Moved that the Council Agenda for September 9, 2014, be approved as presented.

Carried

B. DELEGATIONS

Nil

C. MINUTES

(1) Council Meeting Minutes

Councillor Terry Yagos 14/344

Moved that the Council Meeting Minutes of August 26, 2014, be approved as presented.

Carried

(2) Public Hearing Minutes for Bylaw No. 1253-14

Councillor Grant McNab 14/345

Moved that the Public Hearing Minutes of August 26, 2014, for Bylaw No. 1253-14, being the bylaw to amend the land use designation of lands described as Portion of NW 12-7-29 W4M from "Agriculture – A" to "Multi-lot Heavy Rural Industrial", be approved as presented.

Carried

D. UNFINISHED BUSINESS

(1) Land Use Amendment Bylaw No. 1253-14

Councillor Terry Yagos 14/346

Moved that Bylaw No. 1253-14, being the bylaw to amend the land use designation of lands described as Portion of NW 12-7-29 W4M from "Agriculture – A" to "Multi-lot Heavy Rural Industrial", be given second reading.

Carried

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Councillor Grant McNab

14/347

Moved that Bylaw No. 1253-14, being the bylaw to amend the land use designation of lands described as Portion of NW 12-7-29 W4M from “Agriculture – A” to “Multi-lot Heavy Rural Industrial”, be given third and final reading.

Carried

E. CHIEF ADMINISTRATOR’S REPORTS

Councillor Fred Schoening attended the meeting at this time, the time being 1:11 pm.

1. Operations

a) 2014-2015 Road Project Update

Councillor Terry Yagos

14/348

Moved that the report from the Director of Operations, dated September 5, 2014, regarding 2014-2015 Road Project Update, be received as information.

Carried

Councillor Garry Marchuk attended the meeting at this time, the time being 1:12 pm.

b) Operations Report

Councillor Terry Yagos

14/349

Moved that the Operations Report for the period of August 20, 2014 to September 4, 2014, be received as information.

Carried

Council directed that the Traffic Count Data be returned to the next Council meeting for further discussion.

UNFINISHED BUSINESS CONT'D

(2) Range Road 29-2 Bruder Hill and Bridge 2064

Councillor Terry Yagos

14/350

Moved that the report from the Director of Operations, dated September 3, 2014, regarding Range Road 29-2 Bruder Hill and Bridge 2064, be tabled pending further discussion.

Carried

(3) Beaver Mines Trail System

Councillor Garry Marchuk

14/351

Moved that the report from the Director of Operations, dated September 3, 2014, regarding Beaver Mines Trail System, be received;

And that Council direct Administration to discuss with the land owner to see if he is interested in selling the land, and if so, the cost per acre.

Councillor Yagos requested a recorded vote.

Carried

Councillor Yagos – In Favour
Councillor Schoening – In Favour
Reeve Hammond – In Favour
Councillor Marchuk – In Favour
Councillor McNab – In Favour

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F. CHIEF ADMINISTRATOR'S REPORTS CONT'D

2) Planning and Development

a) Oldman Watershed Council – Headwaters Action Plan

Councillor Terry Yagos 14/352

Moved that the report from the Director of Development and Community Services, dated September 3, 2014, regarding Oldman Watershed Council – Headwaters Action Plan, be received;

And that Council endorse the Headwaters Action Plan 2013-2014.

Carried

3) Finance and Administration

Nil

4) Municipal

a) Bylaw 1254-14 – Emergency Management Agency Bylaw

Councillor Terry Yagos 14/353

Moved that Bylaw 1254-14, being the Emergency Management Agency Bylaw, be given first reading.

Carried

Councillor Fred Schoening 14/354

Moved that Bylaw 1254-14, being the Emergency Management Agency Bylaw, be given second reading.

Carried

b) Appointment of Director of Emergency Management

Councillor Garry Marchuk 14/355

Moved that the report from the Chief Administrative Officer (CAO), dated September 5, 2014, regarding the appointment of Director of Emergency Management, be received;

And that the interim appointment of Chief Cox as Director of Emergency Management, hereby be repealed;

And further that the CAO of the MD of Pincher Creek, be appointed as Director of Emergency Management for the MD of Pincher Creek.

Carried

c) Upcoming Council Meeting Schedule

Councillor Fred Schoening 14/356

Moved that the report from the Chief Administrative Officer (CAO), dated September 5, 2014, regarding upcoming Council Meeting Schedule, be received;

And that the November 11, 2014 Regular Council Meeting be rescheduled to November 4, 2014, at 1:00 pm;

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And further that the meetings scheduled for December 9, 2014 and December 23, 2014, be rescheduled to December 2, 2014 and December 16, 2014, at 1:00 pm.

Carried

d) Chief Administrative Officer (CAO) Report

Councillor Garry Marchuk 14/357

Moved that the CAO report for the period of August 22, 2014 to September 5, 2014, be received as information.

Carried

5) CORRESPONDENCE

(1) **Action Required**

a) Heritage Acres Harvest Gala

Councillor Terry Yagos 14/358

Moved that the letter from Heritage Acres Farm Museum, dated August 20, 2014, regarding the Heritage Acres Harvest Gala, be received;

And that authorization be given to any Council member wishing to attend the event, with costs being covered by the municipality.

Carried

b) Chamber Luncheon Invite

Councillor Garry Marchuk 14/359

Moved that the email from the Chamber of Commerce, dated August 27, 2014, regarding the Chamber Luncheon invite, be received as information.

Carried

c) Emergency Management / Bylaw Organization

Councillor Terry Yagos 14/360

Moved that the letter from the Town of Pincher Creek, dated September 2, 2014, regarding the Emergency Management / Bylaw Organization, be received as information.

Carried

d) Alberta Historical Resources Foundation

Councillor Terry Yagos 14/361

Moved that the letter from the Town of Pincher Creek, dated August 26, 2014, regarding the Alberta Historical Resources Foundation, be received;

And that authorization be given to any Council member wishing to attend.

Carried

(2) For Information Only

Councillor Garry Marchuk 14/362

Moved that the following be received as information:

- a) Thank You Letter
 - Letter from Doug Goodfellow, dated August 15, 2014
- b) Application for Alberta Community Resilience Program Grant – Municipal District of Pincher Creek No. 9 – Regional Water System Intake Relocation
 - Letter, with Grant Application, from the MD, dated August 18, 2014
- c) Thank You Card
 - Thank you card from High School Rodeo
- d) MD of Pincher Creek No. 9 Application for Disaster Recovery Program
 - Letter from Alberta Emergency Management Agency, dated August 14, 2014

Carried

6) COMMITTEE REPORTS

Councillor Grant McNab – Division 1

- Nothing to report

Councillor Fred Schoening – Division 2

- Chinook Arch Regional Library System
 - Financial Statements, December 31, 2013
- Agricultural Service Board Minutes
 - Minutes of August 7, 2014
- Weight restrictions on local roads

Councillor Garry Marchuk – Division 3

- Alberta Southwest Regional Alliance
 - Bulletin September 2014
 - Minutes of August 6, 2014
- Town Hall Meeting with MP Barlow, Saturday, September 27, 2014 in Okotoks
- Road Tour – Director of Operations

Reeve Brian Hammond - Division 4

- Mayor and Reeves
- Transportation Meeting
- Willow Valley Centennial Celebration

Councillor Terry Yagos – Division 5

- Willow Valley Centennial Celebration
- Landfill

Councillor Terry Yagos 14/363

Moved that the committee reports be received as information.

Carried

7) IN CAMERA

Councillor Terry Yagos 14/364

Moved that Council and Staff move In-Camera to discuss one (1) property issue and two (2) personnel issues, the time being 2:31 pm.

Carried

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Councillor Terry Yagos 14/365

Moved that Council and Staff move out of In-Camera, the time being 3:02 pm.

Carried

8) NEW BUSINESS

a) Road Closure Resolution SW 36-9-3 W5M

Councillor Fred Schoening 14/366

Moved that Council pass the following resolution:

A Resolution of the Municipal District of Pincher Creek 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 Municipal District of Pincher Creek does hereby close the following described road, subject to rights to access granted by other legislation;

Road Plan 2235 BM, affecting the following quarter section:

SW ¼ Sec. 36, Twp. 9, Rge. 3, W5M

Containing 1.73 Hectares (4.29 Acres) more or less

To be placed in Certificate of Title No. 061 271 964.

Carried

b) Personnel

Councillor Garry Marchuk 14/367

Moved that the resignation of Alan Vaughn from the Subdivision and Development Appeal Board and the Agricultural Service Appeal Committee be accepted.

Carried

9) ADJOURNMENT

Councillor Garry Marchuk 14/368

Moved that Council adjourn the meeting, the time being 3:03 pm.

Carried

REEVE

CHIEF ADMINISTRATIVE OFFICER

MD OF PINCHER CREEK

SEPTEMBER 3, 2014

TO: Wendy Kay, CAO

FROM: Leo Reedyk, Director of Operations

SUBJECT: RANGE ROAD 29-2 BRUDER HILL AND BRIDGE 2064

1. Origin:

On June 17-20, 2014 a significant rain event caused damage to the road leading to the bridge and additional material sloughed below the road upslope of the Bruder residence. On August 26, 2014 Tony Bruder appeared before Council as a delegation to present his concerns.

2. Background:

Following the rain event, considering the damage to the creek crossing and the potential for further damage to the road, administration requested WSP to look at options for repair to the two areas of concern.

In August, following their investigation, WSP provided reports giving options for the bridge and road (attached). The options include minimal work to allow for continued use to complete realignment to minimize future disruption.

In addition to funding from the Alberta Disaster Recovery Program should the Province declare the event a disaster, funding may also be available from the Alberta Community Resilience Program.

There are no bridges between Highway 6 and the Waterton River Dam that are adequate to transport large farm equipment across the Drywood Creek.

Options that Council could move forward with include:

- Do nothing and wait for the Disaster Recovery Program to be announced for 2014 prior to rehabilitating the bridge and or the hill;
- Take action to ensure the hill to the South is stable and do nothing to the bridge until a funding source is identified;
- Relocate the existing bridge structure over the new creek channel using 2015 MSI funding;

- As the repairs have been ongoing, and the bridge is inadequate, apply for an Alberta Community Resilience Program grant to cover the cost of upgraded approaches to and bridge over the Drywood Creek.

3. Recommendation No 1:

THAT the report from the Director of Operations, dated September 3, 2014 regarding Range Road 29-2 Bruder hill and Bridge 2064 be received;

AND THAT Council direct administration to reply to Mr. Bruder that the Municipal District is waiting for a Disaster Recovery Program to be announced for 2014 prior to rehabilitating the bridge and or the hill.

Recommendation No 2:

THAT the report from the Director of Operations, dated September 3, 2014 regarding Range Road 29-2 Bruder hill and Bridge 2064 be received;

AND THAT Council direct administration to take action to ensure the hill to the South is stable and apply for 2015 MSI funding to relocate the existing bridge structure over the new creek channel.

Recommendation No 3:

THAT the report from the Director of Operations, dated September 3, 2014 regarding Range Road 29-2 Bruder hill and Bridge 2064 be received;

AND THAT Council direct administration to take action to ensure the south hill is stable by shifting the road to the east around the slough and apply for an Alberta Community Resilience Program grant to upgrade the bridge and approaches.

Respectfully Submitted,



Leo Reedyk

Attachments: WSP Report Range Road 29-2
WSP Report Bridge File 2064
Tony Bruder Submission

Reviewed by: Wendy Kay, Chief Administrative Officer

W. Kay

Date: *Sept. 4, 2014*

B1

RECEIVED

JUL 10 2014

M.D. OF PINCHER CREEK

Twin Butte Simmentals
Tony & Lorraine Bruder
Box 454, Twin Butte, AB T0K 2J0
403-627-5425

July 8, 2014

Municipal District of Pincher Creek

Pincher Creek, AB

Council Members & Administration,

We are writing this letter to Council and Administration of the MD of Pincher Creek regarding the state of the MD bridge (Bruder Bridge) on Township road 29-2 and landslides below MD Township Road 29-2A, as well as the condition of MD Township Road 4-1A and MD Range Road 29-3 as suggested by Councilors Terry Yagos and Fred Schoening, as well as CO Leo Reedyk.

The bridge has been a constant problem since its construction in the 1950's, as it is too small to handle the Drywood Creek during high water events. After the high water event of 1995 it was decided to lower the abutment on the south side of the bridge to accommodate future high water events. This has caused the creek to go over the road for an average of two weeks every spring as well as other high water events during the year (August long weekend 2013). As this is a school bus route on an MD road and bridge, this was and still is unacceptable. While the road is out of use we are required to drive our kids 4 miles to meet another bus route. While the MD road is out of use, it adds 8 miles for us to get to Pincher Creek (one way) as we have to go around past Twin Butte. We have been hearing from MD Council and staff since the MD took over the road from Gulf Canada back in 1984 that there will be improvements made. At one time the MD was offered a larger bridge by the Department of Transportation with the clause that the MD was to carry out the road work, the MD turned it down. We feel that this has gone on too long and it is time to get something done on this issue.

As well as this bridge being too small to handle high water events, it is also too narrow to accommodate most farm machinery. Many of the local farms and ranches use this road to access other properties of their operations. This means a creek crossing, which in the spring or winter cannot be done, or traveling extra miles by having to go around on Highway #6 which during summer tourism months is quite dangerous. I talked with Leo Reedyk in May of this year about building a better approach on the north end of the bridge onto the MD road to make it easier for large equipment to access the road after crossing the creek. He, in that conversation, suggested a wider "forestry bridge", and that I write a letter to council suggesting such.

I have enclosed photos of the flood damage showing the silt deposit under the bridge as well as how the creek has made a new channel through the south abutment. The creek will not be diverted under the bridge without a large amount of time and money invested.

Farther south on MD Range Road 29-2A there has been major sliding below the road above Yarrow Creek. In two places within 75 yards of one another, the bank has been cut to the base of the MD road. This has been going on since the 1995 flood as well. The MD did some road work just south of these two slides about 4 years ago. When meeting with Leo Reedyk about this issue we discussed the sliding in the other two areas. It was decided By MD administration that nothing had to be done at that time. If the sliding continues at the current rate, Range Road 29-2A will not be passable within 5 years. This will leave us no access to our place if there is not work done on either the bridge or the slides.

I have attached photos showing the slides from below the road at creek level.

Regarding MD Township Road 4-1A south of our place. This road was very poorly built causing extreme drifting during winter months. It is also below MD standards for width.

Regarding MD Range Road 29-3 north of Township Road 4. This road also was very poorly constructed. It is below MD standard for width, has very poor visibility due to many rolling hills, and has extreme drifting problems in the winter months as well. There have been many near misses on this road due to width and the fact that you cannot see very far ahead due to the roller coaster type road. It is almost impossible for large vehicles to pass due to width.

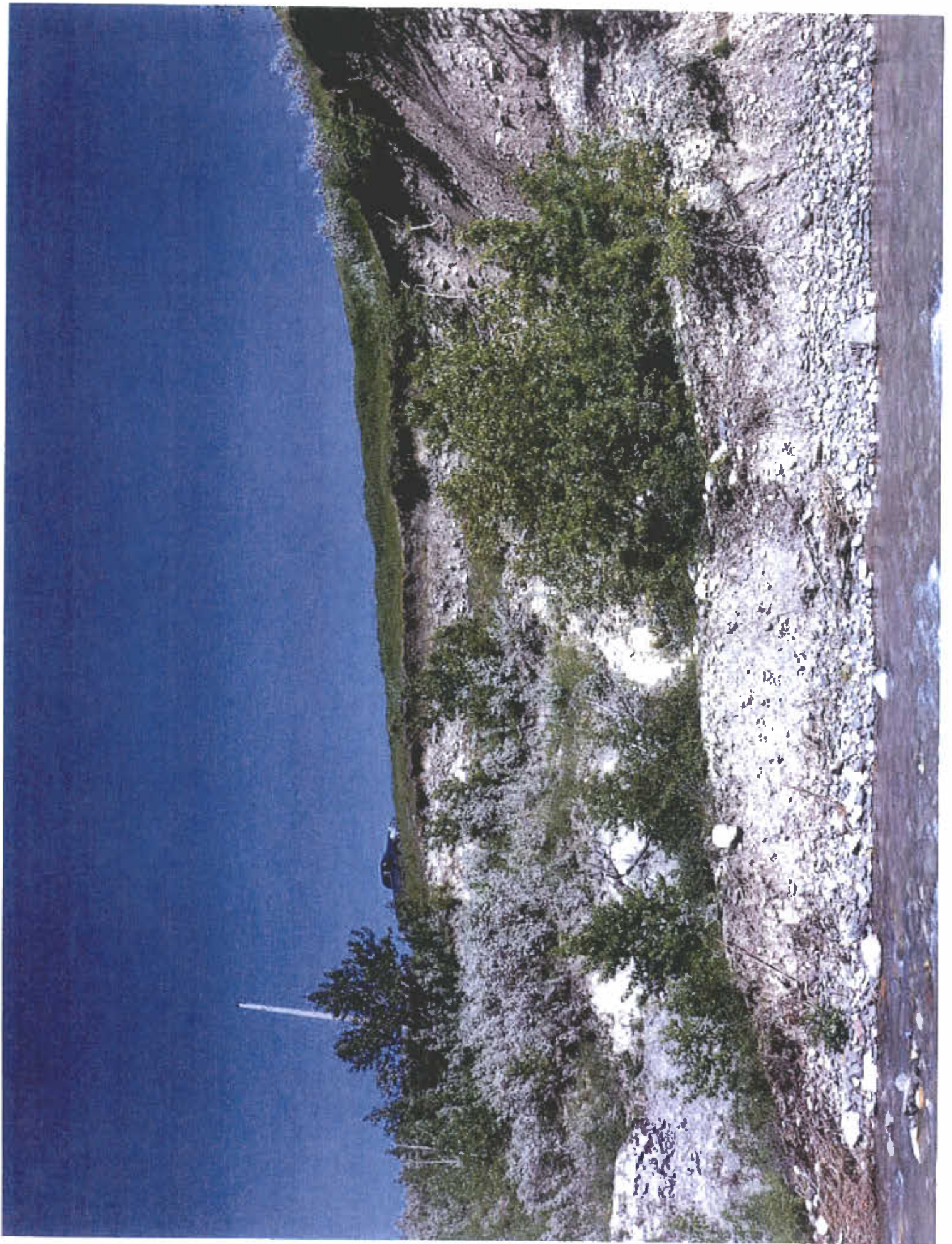
If this is the only access to the residents in this area due to the frequent bridge closers, these roads will have to be improved. If not, it will not be long before there is a major accident.

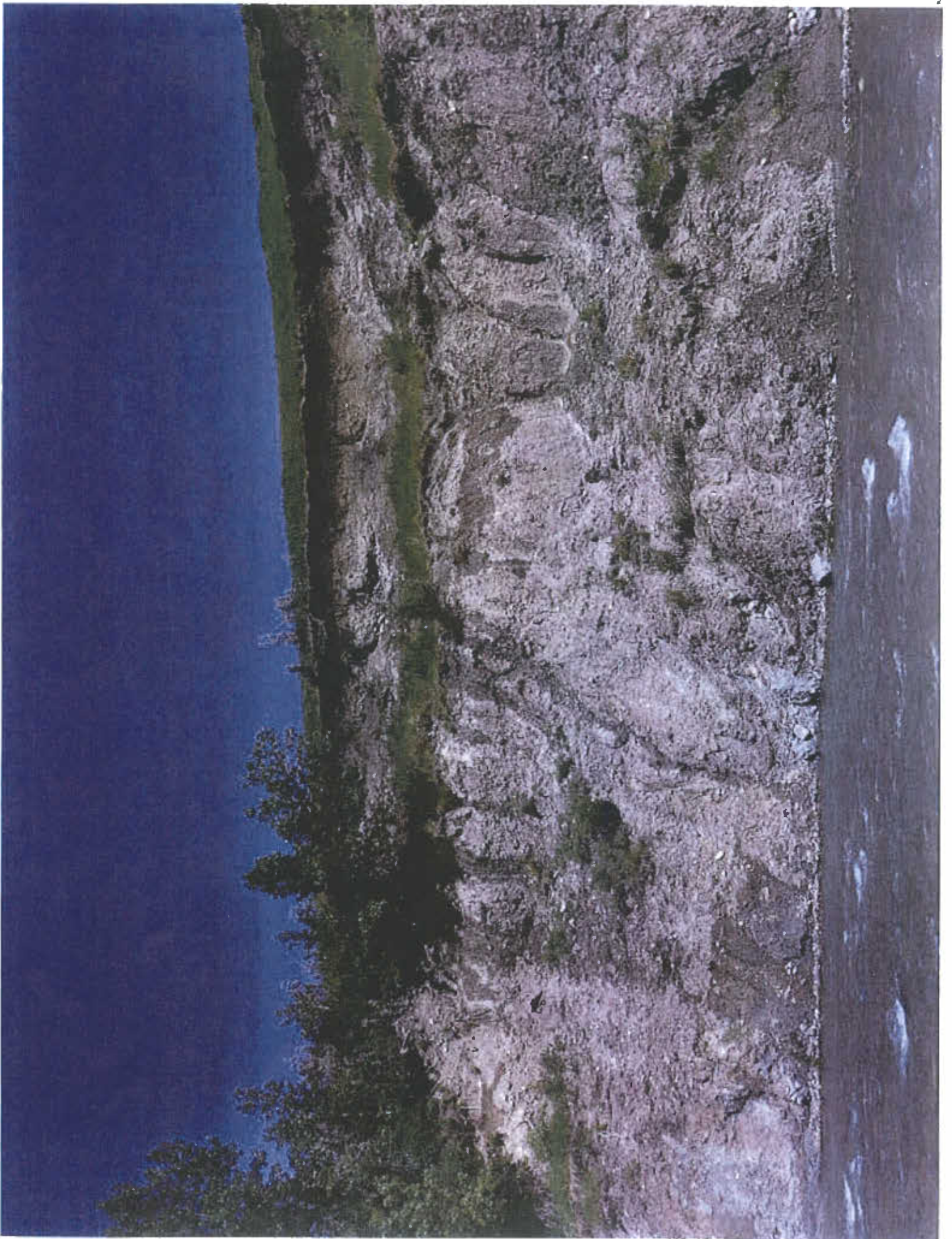
This is not an issue for only the Bruder Family. There are many residents in the area that frequently use this road. The employees of Twin Butte Energy use this road as their main access to their gas field to the south of the main facility. It is also used by many non-residents as a short cut from the east to the Twin Butte Store and well as Waterton Park.

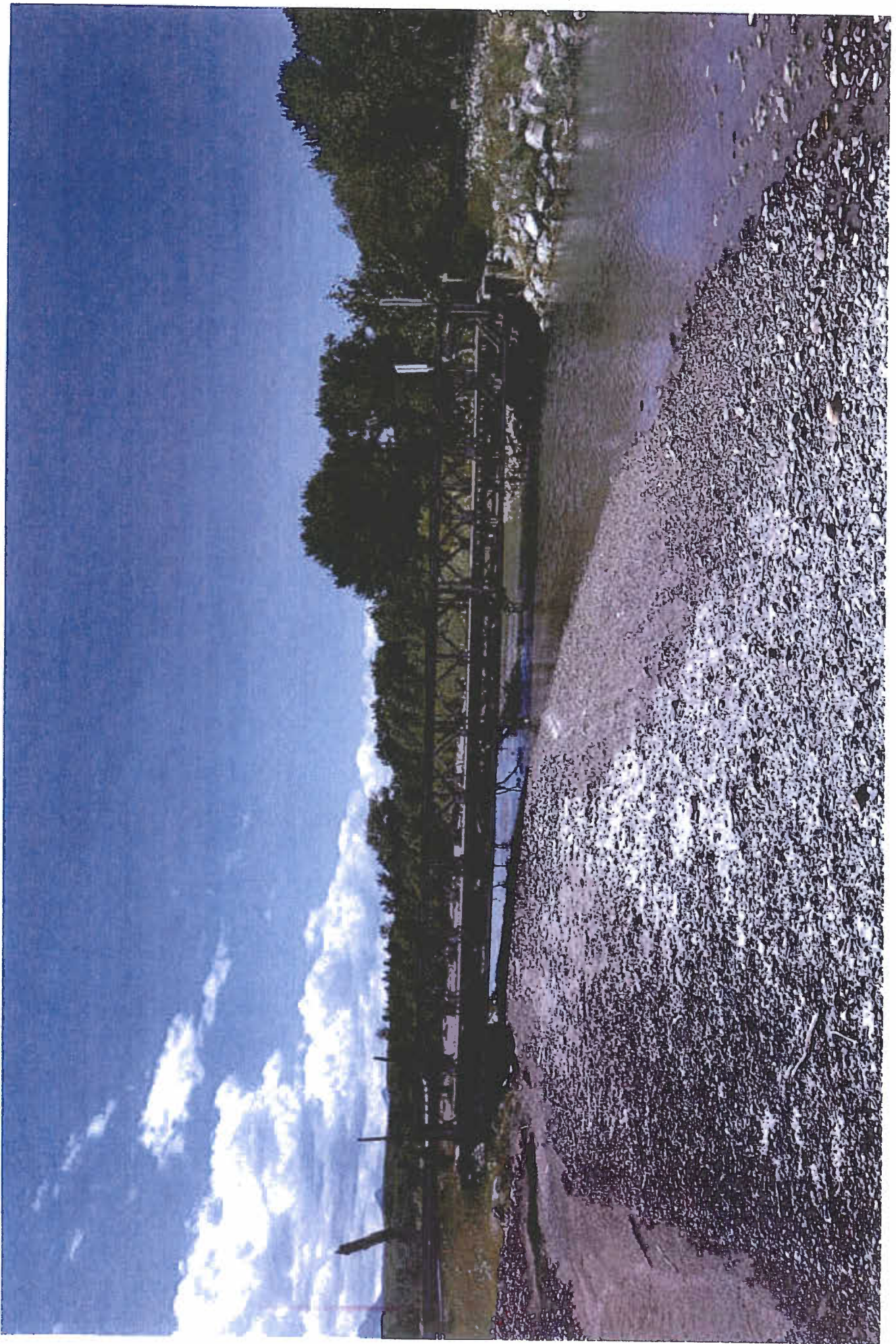
We would like to meet with Council on this matter at your earliest convenience.

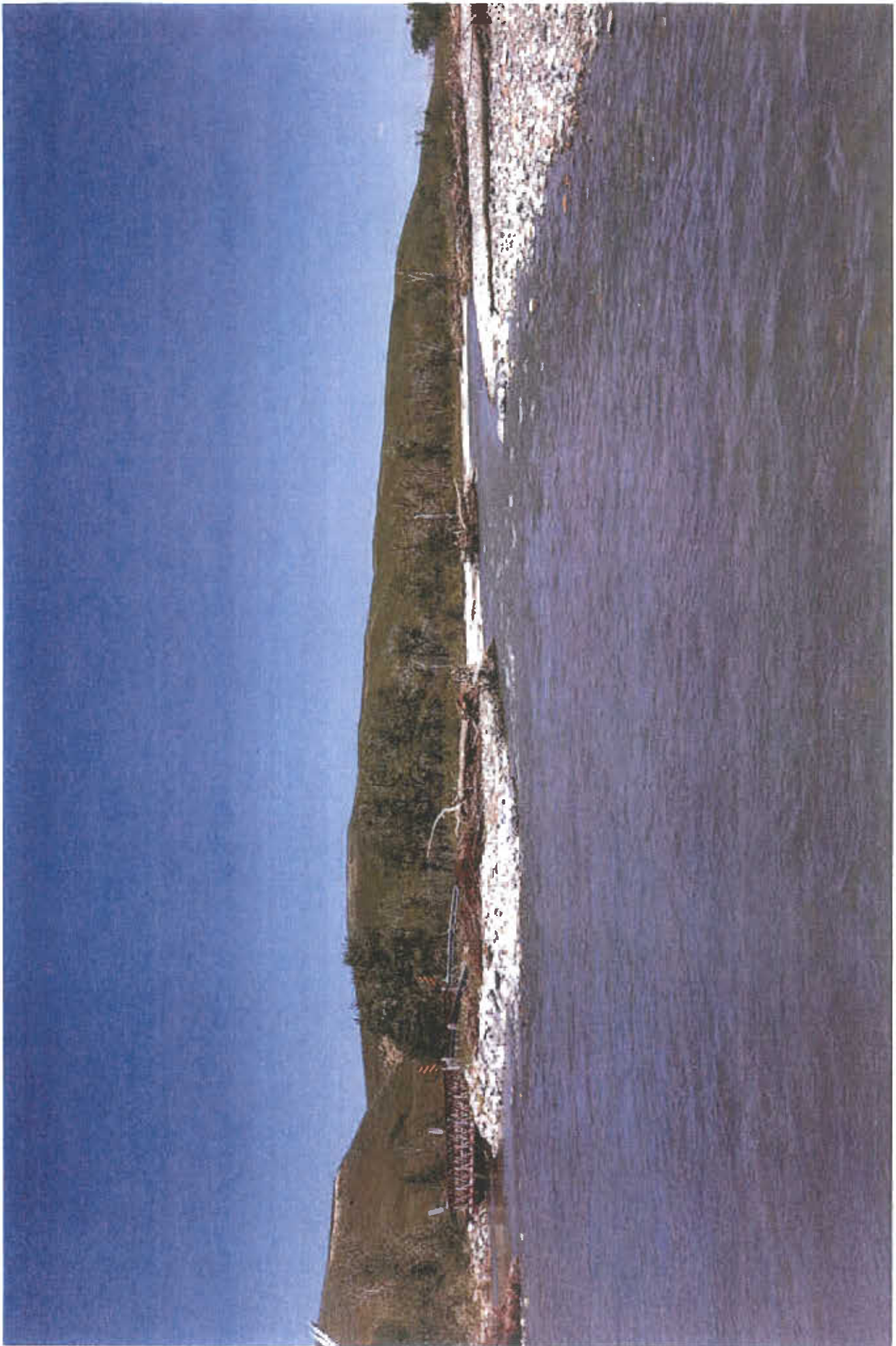
We await your response.

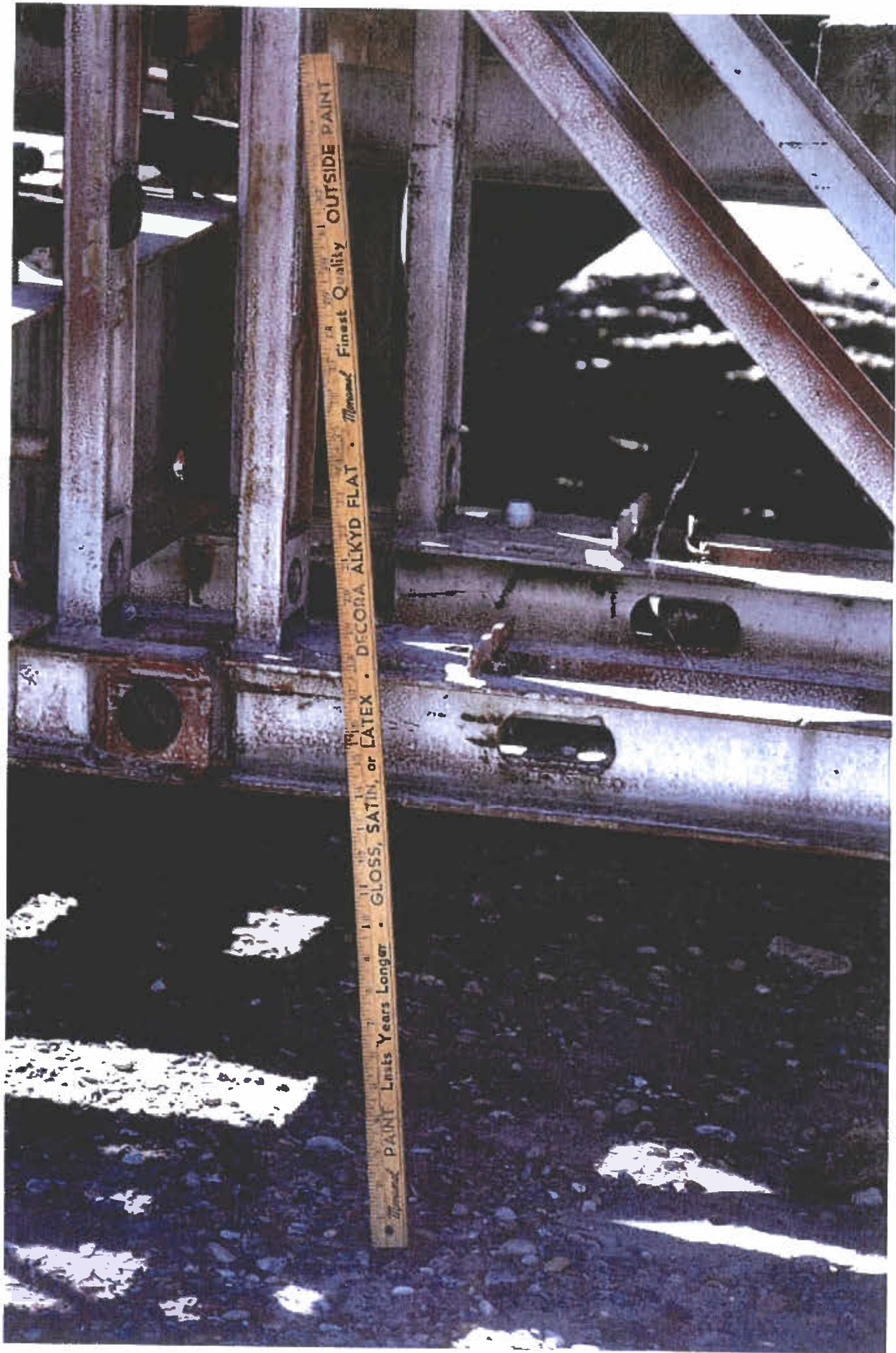
Tony & Lorraine Bruder













August 21, 2014

Bruder's Bridge – Bridge File 2042
WSP File No. 141-19272-00

Municipal District of Pincher Creek #9
P.O. Box 279
Pincher Creek, Alberta T0K 1W0

Attention: L. J. (Leo) Reedyk, A.A.E., Director of Operations
Stu Weber; C.E.T., Assistant Public Works Superintendent

Re: Summary and Recommendations
Bridge File 2064 – Drywood Creek, SW 14-4-29-W4, “Bruder’s Bridge”

Following is a summary of the damages noted at the above noted site resulting from the high water flows in June of 2014, a history of the structure, discussion and preliminary recommendations.

Damages: Currently, the roadway is closed to public traffic. The river washed away a substantial portion of the roadway leading to the south abutment in June 2014 and the river is now flowing in this location.

Existing Structure: This is a single span 18.3 m long Type SSB (Bailey) Bridge. The bridge itself is narrow (3.3 m) and the latest inspection indicates it is in good structural condition.

History:

(based on review of available file information in Alberta Transportation Lethbridge Office):

- 1984: The M.D. of Pincher Creek obtained title of both the bridge and roadway from a private company (Gulf). It is noted in the file that the bridge is in good condition but in a deep valley and likely only designed to accommodate a 1:10 year design flood. In later correspondence it is suggested 1:5.
- 1987: High flows washed out the north roadway behind the bridge abutment.
- 1991: High flows washed out the north roadway a second time. Correspondence from Alberta Transportation suggested that the M.D. consider eliminating the road/bridge and consider constructing an extension to Twp. Rd. 42 southwest of the existing crossing in Section 9 as an alternate route.
- 1995: Construction of a guidebank on the northwest corner of the bridge to direct flow beneath the bridge and prevent further washouts.
- 2002-2004: Design and construction of spurs/groynes southwest of the bridge to resist further erosion toward the south.

be seen at various locations and upstream and downstream structures. Multiple options have been considered at this location for attempting to control the flow or direct the flow beneath the existing bridge but the bridge opening can only handle so much flow. More river training options can be considered, but they would likely be short term repairs.

Preliminary Recommendations: There are potentially three high level options which should be considered here:

- Elimination of the crossing entirely
- Construction of a new crossing (either at this location or on an alternate alignment at a different location)
- Repairs/Modification to this existing crossing.

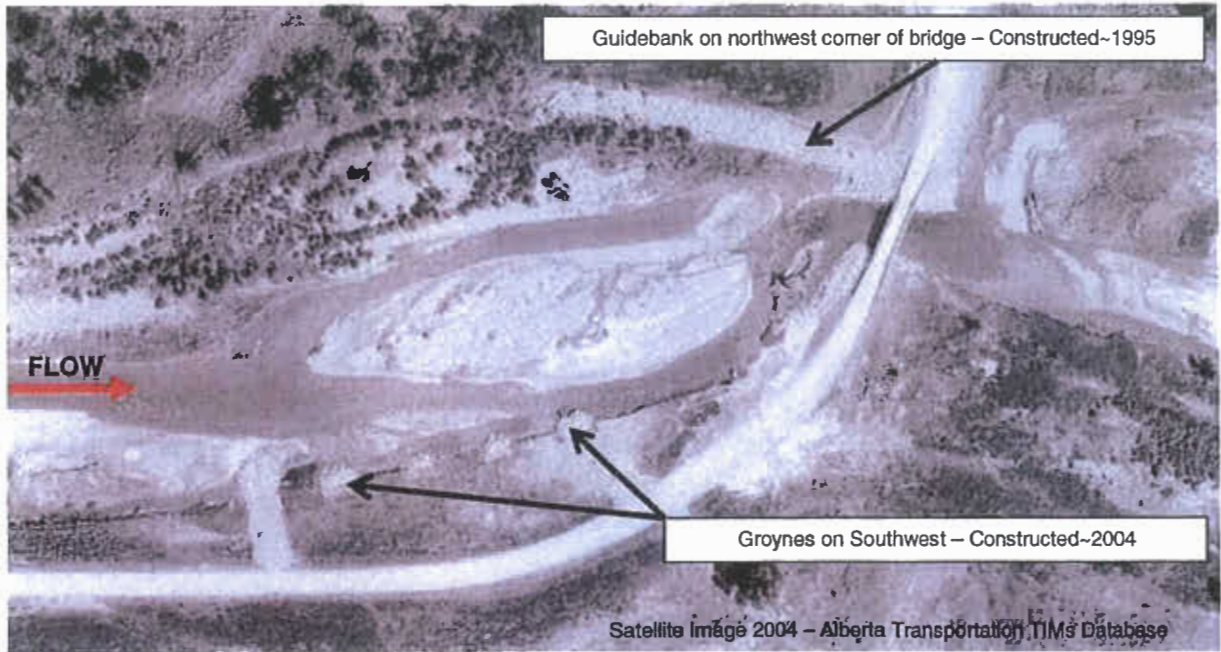
First consideration should be given to taking a critical look at the local infrastructure and determining whether this crossing is required.

If it is determined that a crossing must be maintained, then a new crossing on an alternate alignment would be the ideal solution. The existing crossing location is a poor choice for a bridge structure and functional planning would be recommended to determine cost effective alignments to minimize bridge length, road work and environmental impacts. The cost of a new crossing is difficult to predict, but looking at the upstream and downstream structures, BF 903 on Highway 6 is 113m long and BF 479 downstream is 62m long we could assume a new structure would be a 60-70m long bridge. A structure of this type would cost approximately \$4M in addition to engineering and any roadwork to realign the roadway. Depending on the alignment chosen, 1-2 km of roadwork may be required, at an estimated cost of \$500K/km.

A third option, which would likely be the least expensive, would be to continue to repair the existing bridge and look at options for enhancing it. Some of those options considered are adding an additional span (likely another bailey bridge or two longer ones), a low level crossing, moving the existing span across the new channel or repairing the roadway and realigning the creek back beneath the existing bridge. Of these options, we would suggest investigating adding an additional span or possibly reusing the existing substructure to install two new, longer bailey-type bridges.

Low level crossings typically require frequent maintenance (any high flow will mean the roadway is closed and leave drift, the road likely gets closed during spring flows due to ice jamming, etc.), environmental agencies very seldom will approve low level crossings and are actively trying to remove existing ones. The size of culverts required, the amount of concrete and rock protection to protect them make them cost prohibitive. Low level crossings are also designed for only 10-15 years of service.

As has been evident historically, repairing the road and attempting to direct flow beneath the existing structure has been temporary and costly. Relocating the existing span over the new channel location may be physically possible, but from both a hydraulic and environmental point of view it would still be perceived as constricting the channel and be a short term solution. Environmental agencies tend to look at the history of a structure and are critical of short term solutions. Repairs may be permitted once but not multiple times. Should the MD prefer a short term solution, the most favorable would be to relocate the existing span but there would likely be resistance from Environment.



Discussion: This bridge structure is too short for the crossing and will potentially continue to have problems handling high flow events. Drywood creek is a highly mobile watercourse as can



August 22, 2014

Range Road 29-2 (Tony Bruder)
WSP File No. 141-19272-00

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

Attention: L. J. (Leo) Reedyk, A.A.E., Director of Operations
Stu Weber; C.E.T., Assistant Public Works Superintendent

**Re: Summary and Recommendations
Range Road 29-2 (Tony Bruder)**

Following is a summary of the damages at the above noted site resulting from the high water flows in June of 2014, discussion and preliminary recommendations.

Damages: Currently, the roadway is closed to public traffic further to the north, due to a washout adjacent to BF 2064. The creek has eroded portions of the bank which has caused sections of the roadway embankment to become unstable. In addition, surface drainage from the hill side is contributing to further erosion.

Discussion: The roadway has been slightly shifted to the east over a number of years to avoid the slope erosion. To address this issue there are three options available. Option 1 is to shift the roadway over to the east a minimal amount. Option 2 is to shift the roadway further to the east into the hill side. Option 3 is to construct a new section of roadway on the other side of the hill and obliterate the existing section of roadway within this location.

Preliminary Recommendations:

The first option would be the most economical solution at this time. However, it would result in further shifting to occur as the slope erosion continues. This option would be temporary in nature and depending on future rainfall events is estimated to last around 5 years.

The second option would be to shift the roadway further into the hill side. This option would involve a significant amount of excavation into the hillside to move the road away from the slope erosion. This option would be temporary in nature as well and is estimated to last around 10 years depending on future rainfall events. As the existing slope is unstable and the creek will continue to erode the bank, slope erosion will continue to occur and will eventually reach the roadway.

If using an additional bailey bridge is acceptable, then our estimated cost for adding a new span would be \$350,000 plus engineering and any rock rip rap required. This is based on the assumption that a new 30 m (100ft) prefabricated single lane bailey bridge could be installed directly south of the existing bridge. This option would likely also be of least concern to the environmental agencies as we would be spanning the new channel and lengthening the bridge.

Preliminary Cost Summaries:

Elimination of Existing Bridge:

Removal/transport of Bailey Bridge		\$50,000
Removal/disposal of Abutments		\$30,000
Engineering (Permitting) (10%)		\$8,000
	Total	\$88,000

New bridge Structure:

Functional Plan For New Crossing		\$60,000
New Bridge Structure		\$4,000,000
Road Construction (~2km)		\$1,000,000
Engineering for New Structure (10%)		\$500,000
	Total	\$5,560,000

Relocation of Existing Bridge (Short Term):

New South Abutment		\$100,000
Relocation of Existing Bridge		\$50,000
Rock Rip Rap – Class 3	Approx. 400m ³ @\$250/m ³	\$100,000
Engineering (~15%)		\$40,000
	Total	\$290,000

Addition of a new span to existing:

100' "Jimbo" Bridge		\$120,000
New Substructure		\$230,000
Rock Rip Rap – Class 3	Approx. 200m ³ @\$250/m ³	\$50,000
Engineering (15%)		\$60,000
	Total	\$460,000

Please feel free to contact us if you wish for more information or have any questions.

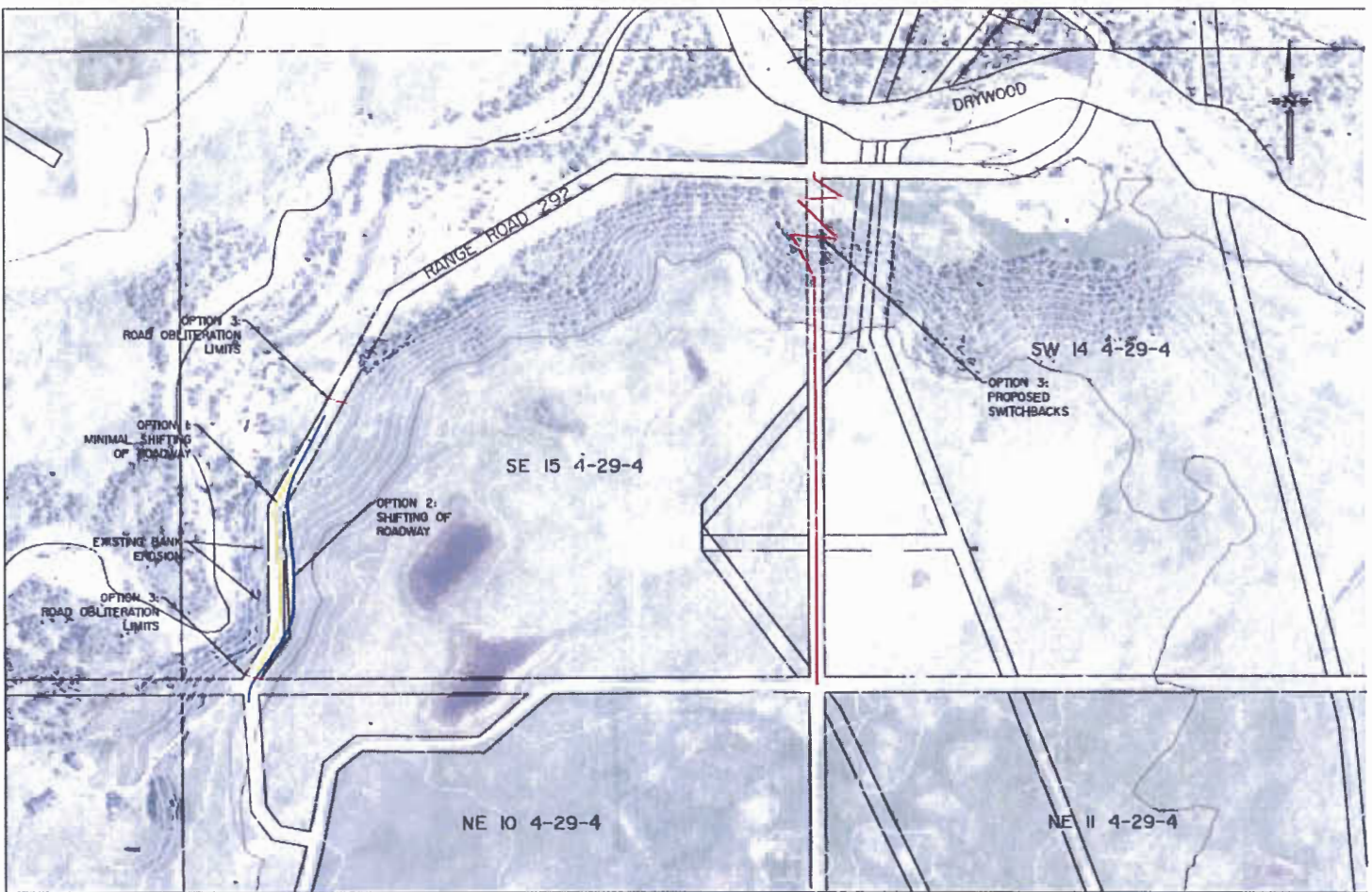
Sincerely,



Kurt Petrica, P. Eng.
Senior Bridge Engineer

cc: Jim Bester, P. Eng., Russell Pinchak, C.E.T., WSP, Lethbridge
Ming Jiao, P. Eng., WSP, Red Deer Bridges

The final option would be to relocate the roadway to the other side of the hill. This option would be the most conservative with no impact from the creek. However, this option will require land acquisition for switchbacks that would reduce the maximum traveling speed of the roadway. Depending on the final alignment chosen approximately 1 km of new roadway construction would be required, at an estimated cost of \$600K/km.



Preliminary Cost Summaries:**Minimal Road shifting:**

Roadwork	\$60,000
Land Acquisition	\$5,000
Engineering	\$10,000
Total	\$75,000

Road shifting:

Roadwork	\$250,000
Land Acquisition	\$15,000
Engineering	\$40,000
Total	\$305,000

Road relocation:

Roadwork	\$600,000
Land Acquisition	\$20,000
Engineering	\$85,000
Total	\$705,000

Please feel free to contact us if you require further information or have any questions.

Sincerely,



James Herian, P. Eng.
Project Engineer

cc: Jim Bester, P. Eng., WSP, Lethbridge
Russell Pinchak, C.E.T., WSP, Lethbridge







**Town of Pincher Creek
Transportation Committee
Meeting Minutes**

August 26, 2014
1pm

Type of Meeting: Transportation Committee Regular Meeting

Meeting Facilitator: Town of Pincher Creek Transportation Committee – Al Roth, Doug Thornton, Lorne Jackson, Jamie Anderson

Attendees: Bill Skelly –Pincher Creek Legion, Joanne Johnson – Pincher Creek Handi Bus Association, Carol McGuire - Handi Bus (parent), Norma Reynolds – Vista Village, Phil McGale – Livingstone Range School Division, Charmaine Tienkamp Crestview Lodge, Millie Loeffler – Crestview Lodge.

- I. Call to order: 1:05pm
- II. Round Table Introductions
- III. General Overview of Transportation Committee:

Councilor Doug Thornton provided a general overview of the purpose and scope of the transportation committee as it stands at this point in time. He discussed the primary goal being the development of a transportation system that would benefit the community overall. He then invited each attending user group to provide a general overview of their scope of operation.

- IV. Input from individual invitees

Crestview Lodge – Crestview has one bus which is a 1991 and seats 13 plus 2 wheelchairs. The bus is used for out trips and downtown trips. Crestview lodge is looking to replace their bus within the next couple of years.

Livingstone Range School Division (LRSB) – Contracts their bussing to First Student Canada. There are 21 Routes between Pincher Creek and Lundbrek – subsidy for bussing is provided through Alberta Education. Children who reside more than 2.4km from the school qualify for funding and this funding pays the first student contract.

General discussion followed regarding the 2.4 km bussing boundary, children living on the same block are finding that some meet the distance requirement while their neighbours do

not. Congestion of school loading zones has increased as a result of more parents being in the drop off/pick up location and other factors including potentially dangerous animals along the walk home, steep hills and weather conditions were also discussed.

There are no available subsidies or funding available through LRSD at this point in time.

Vista Village – Owns one bus and is in discussions regarding getting a new bus. Vista Village often utilizes the Handi Bus Service, and the Ambulance for transferring residents to doctor’s appointments. There is also a “nat van” (non-ambulance transfer) however this service is not wheel chair accessible which limits its availability.

Handi Bus – Founded in 1985 the Handi Bus has one 14 year old bus which has the capacity for 7 passengers and 2 wheelchairs. The Handi Bus is a nonprofit charity and relies on an annual \$24000 provided by the Town and MD of Pincher Creek along with fundraising Casino’s to support its operation. The Handi Bus is the only wheelchair accessible door to door service in the Pincher Creek area, charging \$8 round trip anywhere in Town.

Legion – The legion has an older 14 passenger van that they loan out. They cannot charge for it but take donations for its use when offered. The van will need replacing in the next few years but the Legion has not decided whether they will replace it or not.

V. Round Table Discussion

There was some discussion regarding what the formation of a transportation society would look like. What primary needs of all user groups in attendance would be and what communities in the surrounding area are currently doing to meet transportation needs. The Claresholm Transportation Society and Crowsnest Pass “Town Rounder” being the two primary examples discussed.

Discussion took place surrounding non-ambulance transfers, what kind of need is there in the community for non-ambulance transfer service and how it could be incorporated into a transportation society model, moving forward.

The Pincher Creek “Care Bears” service was discussed as well, their scope of operation being entirely volunteer based, and without wheelchair accessibility, all liability is taken upon the drivers themselves and there is no formal vehicle inspection process or preventative maintenance scheduling. The Care Bears assist those in the community to get to doctor’s appointments both in Pincher Creek and throughout Southern Alberta.

Councilor Thornton provided some additional background in the form of the McElhanney Feasibility Study of Regional Partnership and Service Sharing Opportunities for the Crowsnest Pass/ Pincher Creek / Cowley Regional Partnerships Initiative. Discussion

surrounding individual community assets that could be accessed on a broader scale via intercommunity transportation services followed.

One program that was brought to the table by the LRSD is the community use of busses. Wherein community members and groups may access LRSD busses for the fee of the drivers time and fuel for the bus. This possibility is open any time that there is a bus available. The only restrictions being that the bus cannot leave the province of Alberta and that the driver and user group must follow all department of transportation rules and regulations ie. Commercial vehicle license and semi-annual safety inspection.

LRSD also noted that their busses and services are available for emergency evacuation and response planning. Recommended that the committee become familiar with Transport Canada Bussing Rules and Regulations (D250).

All in attendance were thanked for their participation, discussions will now move forward to the budget process.

VI. Adjournment 2:45pm

Tara Cryderman

Subject: FW: FW: Request for delegation

From: cltransp@gmail.com [mailto:cltransp@gmail.com] On Behalf Of Lyal O'Neill

Sent: June-11-14 2:47 PM

To: Stavely Town; town of high river; town of pincher creek; town of vulcan; cao@nanton.ca; MDInfo; town of fort macleod; hrc@mdfoothills.com

Subject: Request for delegation

Administration

The Claresholm & District Transportation Society (non-profit) has been offering transportation alternatives to seniors and those with disabilities for the past 12 years.

Staffed with EMR's we want to become your First Call for non ambulance transfers for medical appointments and procedures.

In an effort to expand our services and in response to calls for service from your towns and surrounding areas we would like to make a presentation to Council to add/partner a service to your communities.

We are already participating in Inter Facility Transfers to/from your hospital and would like to see an expanded regional service to your residents.

This is the link to our infovideo (3.05 minutes) which does explain our current level of service. I invite you to view and distribute to councillors and if interested schedule our organization for a presentation to council in the near future!

https://www.youtube.com/watch?v=OeZT3_1wPrs

Thank You for your interest!

CAO, Manager

Lyal O'Neill
Transportation Society

625-4455

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Certainly you can chose to establish a model like we have experienced.

However, with the administration already established in Claresholm, it would seem to benefit all of the communities to expand existing resources into an Alberta Southwest Transportation service. This would allow us added support through Grants available to communities forming Partnerships.

Our goal would be to start here in Pincher Creek with 1 or 2 vans, utilizing your off shift EMT'S for our drivers. Transporting residents needs to be subsidized to be effective, however costs are partially recouped from the IFT's to Lethbridge, Calgary, Blairmore and the like. We direct bill AHS at cost plus for these transfers at a fraction of the cost of an Ambulance. In addition to being more economical we offer clients a personal and comfortable experience. These transfers help take some pressure off of your local ALS , BLS units leaving them more available to respond to Emergency events!

- In Claresholm we do approximately 25% of the IFT's, 213 trips in 2013, leaving the ALS, BLS units more accessible to reduce response times. (currently 7.42 minutes 50% of the time). Response times which would be significantly increased in CI, HR, & Vulcan, for example if EMS had their calls in CI increased by 1/3**

Transportation - MonthlyActivity Report			MARCH						
TRIP ORIGIN	SUBSIDY	NON-SUB	INTERHOS	ORIGIN			DESTINATI		
CALGARY	0	0	0	0	0%	280	28%		
LETHBRIDGE	0	0	0	0	0%	297	29%		
HIGH									
RIVER/OKO	0	0	0	0	0%	57	6%		
FORT MACLEOD	0	29	0	29	3%	22	2%		
GRANUM	0	30	0	30	3%	0	0%		
NANTON	0	0	0	0	0%	5	0%		
STAVELY	9	74	0	83	8%	2	0%		
STRATHMORE				0	0%	2	0%		
VULCAN		0	4	4	0%	1	0%		
CLARESHOLM	0	657	209	866	86%	346	34%		
TOTAL	9	790	213	1012		1012			
Transportation - Annual Activity		FISCAL 2014							

Prom Video - The Dream of Judy Paulsen – 3 minutes

Presentation - 3 minutes

Q & A

Attachments:

Brochures(to be delivered)

Fee Schedule

Client Testimonials

THE REVISIONS?

The Claresholm and District Transportation Society was formed in May, 2002. A group of agencies came together to develop a transportation system for seniors and persons with disabilities who need to travel in the community and outside for medical and other important appointments.

WHY?

Free schedule available upon request. We provide a subsidized rate for those on AISH, CPP Disability and Alberta Senior's Benefit.

All prices include a door to door service but does not include any assistance such as care requirements needed by the individual. **If care and/or supervision is required, a companion must accompany the user of the service. A \$10.00 fee is charged for a companion fare.**

WHY THE SOCIETY?

The Claresholm and District Transportation Society was formed in May, 2002. A group of agencies came together to develop a transportation system for seniors and persons with disabilities who need to travel in the community and outside for medical and other important appointments.

WHY THE SYSTEM?

- Persons with disabilities who must have transportation with wheelchair access. Children under 12 years must be accompanied by an adult.
- Persons over 60 years of age who have no other transportation and are not able to use a taxi.
- Persons requiring transportation to medical appointments out of town and are unable to use public transportation such as a bus.

HOW DO I BOOK THE SERVICE?

Call 625-4455 to book your transportation between 8:30 a.m. and 1:30 p.m. Please try to book 1 week in advance. A minimum 24 hour booking will be accepted.

HOURS OF SERVICE

Hours of departures from 7:00 a.m. to 7:00 p.m. daily, subject to driver availability.

The vans can be booked for groups who wish to attend functions out of town. This will be subject to availability as medical transportation will take priority. Group rates are available.

FOR YOUR PROTECTION

- Registered with ALBERTA TRANSPORTATION
- Vans Safety Inspected
- Fully Insured
- Qualified Drivers

**Fee Schedule
Claresholm and District Transportation Society**

Medical Trips		
Destination	Income Qualified+5%	Subsidized+5%
Claresholm/Calgary	\$107	\$133
Claresholm/Lethbridg/Okto	\$80	\$100
Claresholm /High River	\$67	\$80
Claresholm /Fort MacLeod	\$40	\$61
Fort MacLeod/Calgary	NANANANANANANANA	**\$308**
FortMacLeod/Lethbridge	NANANANANANANANA	**\$122**
Granum-Calgary	\$131	\$157
Granum-Lethbridge	\$80	\$100
Nanton/Calgary	NANANANANANANANA	**\$162**
Nanton/Lethbridge	NANANANANANANANA	**\$269**
Stavely-Calgary	\$107	\$133
Stavely-Lethbridge	\$104	\$133
Stavely-Claresholm	\$18	
Granum-Claresholm	\$18	
In Town Trips	\$18	
Claresholm/MH	\$214	\$266
<p>Wait-time: Prices subject to change without notice. Calgary > 5 hours: \$18.00 per hour Lethbridge > 4 hours: \$18.00 per hour In town Wheelchair > 1 hour: \$18.00 per hour</p>		
Non-Medical		
<p>\$1.82/km with \$18.00/hour wait-time from drop off to pick up/per booking</p>		
Inter-hospital		
In town		\$063
Calgary/Blairmore		\$378
Lethbridge/Pincher Creek		\$315
High River		\$189
Black Diamond		\$220
Strathmore		\$378
Vulcan		\$189
Carmangay		\$126
Ponoka/Medicine Hat		\$766
HCA/EMR \$25/HOUR		

Revised April 1, 2014

Introduction of committee - Howard Paulsen - Chairman

List of Directors:

Brian Comstock – Lay Representative

Vacant – Town of Granum

Howard Paulsen - Lay Representative

Bob Thompson – Seniors Center

Brydon Saunders – Lay Representative

Holly Gillespie – Lay Representative

Darren Allen – Wandering Willows

Mike McAlonan – Town of Claresholm

Earl Hemmaway – M. D. of Willow Creek

Administration:

Lyal O'Neill – CAO

Testimonials:

THANK YOU CLAIRESHOLM TRANSPORT SOCIETY

Being a single senior and not having any family near by the service & kindness your society provided outstanding. Any one who is lying in a hospital bed and contemplating on how they are going to get to a medical appointment is experiencing a frightening task. You are not only physically injured you are emotional fragile. Having used the services of the transport society some eight times I have always been the recipient of prompt-courteous service. He always made sure a required wheelchair was located. He would then park the van and collect me to the surgery. He made sure that I got to the right dept on time. If I was able to walk he would escort me to the destination. He was patient and sympathetic for my exam to be completed. He then took me to the hospital bed, later on when it was required to my front door. A very decent service to provide the best service possible yours truly BRYDON SAUNDERS

Tara Cryderman

Subject: FW: FW: Request for delegation

From: cltransp@gmail.com [mailto:cltransp@gmail.com] **On Behalf Of** Lyal O'Neill

Sent: June-11-14 2:47 PM

To: Stavelly Town; town of high river; town of pincher creek; town of vulcan; cao@nanton.ca; MDInfo; town of fort macleod; hrc@mdfoothills.com

Subject: Request for delegation

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Staffed with EMR's we want to become your First Call for non ambulance transfers for medical appointments and procedures.

In an effort to expand our services and in response to calls for service from your towns and surrounding areas we would like to make a presentation to Council to add/partner a service to your communities.

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https://www.youtube.com/watch?v=OeZT3_1wPrs

Thank You for your interest!

CAO, Manager

Lyal O'Neill
Transportation Society

625-4455

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SOCIETY OBJECTIVES

- To provide an affordable and accessible service for seniors and persons with disabilities
- To ensure the needs of people living in a rural setting are met in a timely and safe manner
- To treat our clients in a courteous manner at all times
- To provide a safe and timely trip to the required destination.

SOCIETY MEMBERS

- Town of Claresholm
- MD of Willow Creek
- Town of Granum
- FCSS Stavelly
- Porcupine Hills Lodge Go-Getters
- Claresholm Seniors Drop-In Centre
- Wandering Willows Livelier Retirement Association

HOW DO I MAKE MY DONATION?
We are a registered charity and you will receive an official receipt.

Please make cheques payable to Claresholm & District Transportation Society.
(please print)

Amount of Donation \$ _ _ _ _ _

Name _ _ _ _ _

Address _ _ _ _ _

Town _ _ _ _ _

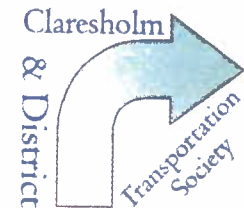
Postal Code _ _ _ _ _

**Box 2076
Claresholm, Alberta
T0L 0T0**

**Phone (403) 625-4455
Fax (403) 625-4510**

Claresholm and District Transportation Society

*" Affordable and Accessible
Transportation for Seniors
And those with Disabilities "*



WHAT IS THE TRANSPORTATION SOCIETY?

The Claresholm and District Transportation Society was formed in May, 2002. A group of agencies came together to develop a transportation system for seniors and persons with disabilities who need to travel in the community and outside for medical and other important appointments.

WHO CAN USE THE SYSTEM?

- Persons with disabilities who must have transportation with wheelchair access. Children under 12 years must be accompanied by an adult
- Persons over 60 years of age who have no other transportation and are not able to use a taxi
- Persons requiring transportation to medical appointments out of town and are unable to use public transportation such as a bus

WHAT DOES IT COST?

Fee Schedule available upon request
We provide a subsidized rate for those on AISH, CPP Disability and Alberta Senior 's Benefit.

All prices include a door to door service but does not include any assistance such as care requirements needed by the individual. If care and/or supervision is required, a companion must accompany the user of the service. A \$10.00 fee is charged for a companion fare.

HOW DO I BOOK THE SERVICE?

Call 625-4455 to book your transportation between 8:30 a.m. and 4:30 p.m. Please try to book 1 week in advance. A minimum 24 hour booking will be accepted.

HOURS OF SERVICE

Hours of service will be between 8:00 a.m. and 4:00 p.m. Monday through Friday. Weekend use by special booking and subject to driver availability.

ARE THERE ANY RESTRICTIONS?

The Claresholm and District Transportation is meant to be utilized by persons who have restricted access to public transportation and/or drivers. It is not meant to replace the taxi, nor are the drivers meant to be caregivers. The drivers reserve the right to cancel a trip due to inclement weather or refuse to transport abusive clients. We have a dedicated group of drivers who wish to provide a safe and timely transport for the convenience of the customer.

The vans can be booked for groups who wish to attend functions out of town. This will be subject to availability as medical transportation will take priority. Group rates are available.

FOR YOUR PROTECTION

- Registered with ALBERTA TRANSPORTATION
- Vans Safety Inspected
- Fully Insured
- Qualified Drivers

Basic Volume Summary: ALBRANCH 140729

Grand Total For Data From: 09:00 - 2014-07-29 To: 12:59 - 2014-08-14

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	4	5	2	2	0	0	20	44	46	57	73	73	61	65	59	59	67	51	43	36	15	13	15	9	819
Lane #3	7	5	2	0	0	0	9	20	31	58	57	56	56	60	83	63	87	67	57	35	47	35	18	13	866
TOTAL	11	10	4	2	0	0	29	64	77	115	130	129	117	125	142	122	154	118	100	71	62	48	33	22	1685

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
Lane #1	0%	1%	0%	0%	0%	0%	2%	5%	6%	7%	9%	9%	7%	8%	7%	7%	8%	5%	5%	4%	2%	2%	2%	1%	
Lane #3	1%	1%	0%	0%	0%	0%	1%	2%	4%	7%	7%	6%	6%	7%	10%	7%	10%	8%	7%	4%	5%	4%	2%	2%	
TOTAL	1%	1%	0%	0%	0%	0%	2%	4%	5%	7%	8%	8%	7%	7%	8%	7%	9%	7%	6%	4%	4%	3%	2%	1%	

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	0	0	0	1	3	3	3	4	4	4	4	4	4	4	3	3	2	1	1	1	1	50
Lane #3	0	0	0	0	0	0	1	1	2	3	3	3	3	4	5	4	5	4	4	2	3	2	1	1	51
TOTAL	0	0	0	0	0	0	2	4	5	6	7	7	7	8	9	8	9	7	7	4	4	3	2	2	101

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	101	105	155	149	121	97	91	Weekday (Mon-Fri) :	627	77%
# Days :	2.0	2.0	2.6	3.0	2.5	2.0	2.0	ADT :	52	
ADT :	51	53	59	50	48	49	46	Weekend (Sat-Sun) :	192	23%
Percent :	12%	13%	19%	18%	15%	12%	11%	ADT :	48	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	108	93	156	148	118	122	121	Weekday (Mon-Fri) :	637	74%
# Days :	2.0	2.0	2.6	3.0	2.5	2.0	2.0	ADT :	52	
ADT :	54	47	59	49	46	61	61	Weekend (Sat-Sun) :	229	26%
Percent :	12%	11%	18%	17%	14%	14%	14%	ADT :	57	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	209	198	311	297	239	219	212	Weekday (Mon-Fri) :	1264	75%
# Days :	2.0	2.0	2.6	3.0	2.5	2.0	2.0	ADT :	104	
ADT :	105	99	118	99	94	110	106	Weekend (Sat-Sun) :	421	25%
Percent :	12%	12%	18%	18%	14%	13%	13%	ADT :	105	

Basic Volume Summary: bEAVER LAKE

Grand Total For Data From: 10:00 - 2002-05-14 To: 10:59 - 2014-06-09

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	148	194	151	156	144	131	83	100	100	88	113	135	156	110	113	107	94	93	112	120	125	122	145	178	3018
Lane #3	170	171	158	177	138	103	95	72	90	98	107	114	139	113	103	130	90	86	84	120	116	161	165	153	2953
TOTAL	318	365	309	333	282	234	178	172	190	186	220	249	295	223	216	237	184	179	196	240	241	283	310	331	5971

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Lane #1	5%	6%	5%	5%	5%	4%	3%	3%	3%	3%	4%	4%	5%	4%	4%	4%	3%	3%	4%	4%	4%	4%	5%	6%
Lane #3	6%	6%	5%	6%	5%	3%	3%	2%	3%	3%	4%	4%	5%	4%	3%	4%	3%	3%	3%	4%	4%	5%	6%	5%
TOTAL	5%	6%	5%	6%	5%	4%	3%	3%	3%	3%	4%	4%	5%	4%	4%	4%	3%	3%	3%	4%	4%	5%	5%	6%

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	4	5	4	4	4	3	2	2	2	2	3	3	4	3	3	3	2	2	3	3	3	3	4	4	75
Lane #3	4	4	4	4	3	3	2	2	2	2	3	3	3	3	3	3	2	2	2	3	3	4	4	4	72
TOTAL	8	9	8	8	7	6	4	4	4	4	6	6	7	6	6	6	4	4	5	6	6	7	8	8	147

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	426	253	330	311	366	675	657	Weekday (Mon-Fri) :	1935	64%
# Days :	6.0	5.5	5.5	6.0	5.8	5.9	6.0	ADT :	68	
ADT :	71	46	60	52	64	114	110	Weekend (Sat-Sun) :	1083	36%
Percent :	14%	8%	11%	10%	12%	22%	22%	ADT :	90	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	658	280	237	259	258	504	757	Weekday (Mon-Fri) :	1538	52%
# Days :	6.0	5.5	5.5	6.0	5.8	5.9	6.0	ADT :	54	
ADT :	110	51	43	43	45	85	126	Weekend (Sat-Sun) :	1415	48%
Percent :	22%	9%	8%	9%	9%	17%	26%	ADT :	118	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	1084	533	567	570	624	1179	1414	Weekday (Mon-Fri) :	3473	58%
# Days :	6.0	5.5	5.5	6.0	5.8	5.9	6.0	ADT :	122	
ADT :	181	98	104	95	109	199	236	Weekend (Sat-Sun) :	2498	42%
Percent :	18%	9%	9%	10%	10%	20%	24%	ADT :	208	

Basic Volume Summary: CARBONDALE

Grand Total For Data From: 12:00 - 2013-07-27 To: 06:59 - 2013-08-07

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	2	1	3	8	7	5	3	7	11	7	5	2	7	7	1	15	8	5	3	0	0	0	0	0	107
Lane #3	1	1	4	8	5	13	6	22	8	10	8	10	11	14	10	15	8	5	1	4	0	0	0	1	165
TOTAL	3	2	7	16	12	18	9	29	19	17	13	12	18	21	11	30	16	10	4	4	0	0	0	1	272

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Lane #1	2%	1%	3%	7%	7%	5%	3%	7%	10%	7%	5%	2%	7%	7%	1%	14%	7%	5%	3%	0%	0%	0%	0%	0%
Lane #3	1%	1%	2%	5%	3%	8%	4%	13%	5%	6%	5%	6%	7%	8%	6%	9%	5%	3%	1%	2%	0%	0%	0%	1%
TOTAL	1%	1%	3%	6%	4%	7%	3%	11%	7%	6%	5%	4%	7%	8%	4%	11%	6%	4%	1%	1%	0%	0%	0%	0%

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	1	1	0	0	1	1	1	1	0	1	1	0	1	1	0	0	0	0	0	0	0	10
Lane #3	0	0	0	1	0	1	1	2	1	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	14
TOTAL	0	0	0	2	1	1	1	3	2	2	2	1	2	2	1	2	2	0	0	0	0	0	0	0	24

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	44	30	8	0	0	0	25	Weekday (Mon-Fri) :	38	36%
# Days :	2.0	2.0	2.0	1.3	1.0	1.0	1.5	ADT :	5	
ADT :	22	15	4	0	0	0	17	Weekend (Sat-Sun) :	69	64%
Percent :	41%	28%	7%	0%	0%	0%	23%	ADT :	20	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	78	59	8	0	0	0	20	Weekday (Mon-Fri) :	67	41%
# Days :	2.0	2.0	2.0	1.3	1.0	1.0	1.5	ADT :	9	
ADT :	39	30	4	0	0	0	13	Weekend (Sat-Sun) :	98	59%
Percent :	47%	36%	5%	0%	0%	0%	12%	ADT :	28	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	122	89	16	0	0	0	45	Weekday (Mon-Fri) :	105	39%
# Days :	2.0	2.0	2.0	1.3	1.0	1.0	1.5	ADT :	14	
ADT :	61	45	8	0	0	0	30	Weekend (Sat-Sun) :	167	61%
Percent :	45%	33%	6%	0%	0%	0%	17%	ADT :	48	

Basic Volume Summary: CASTLE FALLS

Grand Total For Data From: 16:00 - 2014-05-14 To: 10:59 - 2014-06-10

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	12	7	5	3	1	5	15	22	42	97	174	260	249	272	215	252	187	165	167	125	94	69	47	16	2501
Lane #3	13	3	5	4	1	1	2	22	29	85	188	218	198	230	234	229	227	180	182	191	125	98	38	17	2520
TOTAL	25	10	10	7	2	6	17	44	71	182	362	478	447	502	449	481	414	345	349	318	219	167	85	33	5021

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Lane #1	0%	0%	0%	0%	0%	0%	1%	1%	2%	4%	7%	10%	10%	11%	9%	10%	7%	7%	7%	5%	4%	3%	2%	1%
Lane #3	1%	0%	0%	0%	0%	0%	0%	1%	1%	3%	7%	9%	8%	9%	9%	9%	9%	7%	7%	8%	5%	4%	2%	1%
TOTAL	0%	0%	0%	0%	0%	0%	0%	1%	1%	4%	7%	10%	9%	10%	9%	10%	8%	7%	7%	6%	4%	3%	2%	1%

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	0	0	0	1	1	2	4	6	10	10	10	8	10	7	6	6	5	3	3	2	1	95
Lane #3	0	0	0	0	0	0	0	1	1	3	7	8	8	9	9	9	8	7	7	7	5	4	1	1	95
TOTAL	0	0	0	0	0	0	1	2	3	7	13	18	18	19	17	19	15	13	13	12	8	7	3	2	190

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	710	385	142	96	199	342	627	Weekday (Mon-Fri) :	1164	47%
# Days :	4.0	4.0	3.5	3.3	4.0	4.0	4.0	ADT :	62	
ADT :	178	96	41	29	50	86	157	Weekend (Sat-Sun) :	1337	53%
Percent :	28%	15%	6%	4%	8%	14%	25%	ADT :	167	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	537	209	139	135	280	581	639	Weekday (Mon-Fri) :	1344	53%
# Days :	4.0	4.0	3.5	3.3	4.0	4.0	4.0	ADT :	72	
ADT :	134	52	40	40	70	145	160	Weekend (Sat-Sun) :	1176	47%
Percent :	21%	8%	6%	5%	11%	23%	25%	ADT :	147	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	1247	594	281	231	479	923	1266	Weekday (Mon-Fri) :	2508	50%
# Days :	4.0	4.0	3.5	3.3	4.0	4.0	4.0	ADT :	133	
ADT :	312	149	81	69	120	231	317	Weekend (Sat-Sun) :	2513	50%
Percent :	25%	12%	6%	5%	10%	18%	25%	ADT :	314	

Basic Volume Summary: CASTLE FALLS 1

Grand Total For Data From: 10:00 - 2013-06-28 To: 06:59 - 2013-07-12

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	7	6	3	6	3	2	13	42	54	88	148	211	221	225	257	251	183	214	188	173	143	88	57	25	2608
Lane #3	8	6	4	2	7	9	11	40	67	124	211	255	296	294	227	228	205	172	144	182	112	78	46	20	2728
TOTAL	15	12	7	8	10	11	24	82	121	212	359	466	517	519	484	479	388	386	332	335	255	166	103	45	5336

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
Lane #1	0%	0%	0%	0%	0%	0%	0%	2%	2%	3%	6%	8%	8%	9%	10%	10%	7%	8%	7%	7%	5%	3%	2%	1%	
Lane #3	0%	0%	0%	0%	0%	0%	0%	1%	2%	5%	8%	9%	11%	11%	8%	8%	8%	6%	5%	6%	4%	3%	2%	1%	
TOTAL	0%	0%	0%	0%	0%	0%	0%	2%	2%	4%	7%	9%	10%	10%	9%	9%	7%	7%	6%	6%	5%	3%	2%	1%	

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	1	0	0	0	0	0	1	3	4	7	11	15	16	16	18	18	13	15	13	12	10	6	4	2	185
Lane #3	1	0	0	0	1	1	1	3	5	10	15	18	21	21	16	16	15	12	10	12	8	6	3	1	196
TOTAL	2	0	0	0	1	1	2	6	9	17	26	33	37	37	34	34	28	27	23	24	18	12	7	3	381

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	486	225	207	208	158	694	626	Weekday (Mon-Fri) :	1496	57%
# Days :	2.0	2.0	2.0	2.0	2.0	1.9	2.0	ADT :	151	
ADT :	243	115	104	104	79	370	313	Weekend (Sat-Sun) :	1112	43%
Percent :	19%	9%	8%	8%	6%	27%	24%	ADT :	278	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	721	597	225	194	117	321	553	Weekday (Mon-Fri) :	1454	53%
# Days :	2.0	2.0	2.0	2.0	2.0	1.9	2.0	ADT :	147	
ADT :	361	299	113	97	59	171	277	Weekend (Sat-Sun) :	1274	47%
Percent :	26%	22%	8%	7%	4%	12%	20%	ADT :	319	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	1207	826	432	402	275	1015	1179	Weekday (Mon-Fri) :	2950	55%
# Days :	2.0	2.0	2.0	2.0	2.0	1.9	2.0	ADT :	299	
ADT :	604	413	216	201	138	541	590	Weekend (Sat-Sun) :	2386	45%
Percent :	23%	15%	8%	8%	5%	19%	22%	ADT :	597	

Basic Volume Summary: 6-2A 30-3 2 lane

Grand Total For Data From: 03:00 - 2013-07-12 To: 03:59 - 2013-07-29 *CHRISTIE MWES*

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	89	63	98	117	121	98	92	106	101	68	38	14	6	1	1	0	1	5	34	51	63	91	101	92	1451
Lane #3	10	14	12	26	63	31	32	29	35	25	13	4	6	1	0	0	0	3	6	11	13	41	38	17	430
TOTAL	99	77	110	143	184	129	124	135	136	93	51	18	12	2	1	0	1	8	40	62	76	132	139	109	1881

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Lane #1	6%	4%	7%	8%	8%	7%	6%	7%	7%	5%	3%	1%	0%	0%	0%	0%	0%	0%	2%	4%	4%	6%	7%	6%
Lane #3	2%	3%	3%	6%	15%	7%	7%	7%	8%	6%	3%	1%	1%	0%	0%	0%	0%	1%	1%	3%	3%	10%	9%	4%
TOTAL	5%	4%	6%	8%	10%	7%	7%	7%	7%	5%	3%	1%	1%	0%	0%	0%	0%	0%	2%	3%	4%	7%	7%	6%

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	5	4	6	7	7	6	5	6	6	4	2	1	0	0	0	0	0	0	2	3	4	5	6	5	84
Lane #3	1	1	1	1	4	2	2	2	2	1	1	0	0	0	0	0	0	0	0	1	1	2	2	1	25
TOTAL	6	5	7	8	11	8	7	8	8	5	3	1	0	0	0	0	0	0	2	4	5	7	8	6	109

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	268	290	277	141	243	174	58	Weekday (Mon-Fri) :	1125	78%
# Days :	3.0	2.2	2.0	2.0	2.0	2.9	3.0	ADT :	102	
ADT :	89	134	139	71	122	61	19	Weekend (Sat-Sun) :	326	22%
Percent :	18%	20%	19%	10%	17%	12%	4%	ADT :	54	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	1	0	0	31	0	205	193	Weekday (Mon-Fri) :	236	55%
# Days :	3.0	2.2	2.0	2.0	2.0	2.9	3.0	ADT :	21	
ADT :	0	0	0	16	0	71	64	Weekend (Sat-Sun) :	194	45%
Percent :	0%	0%	0%	7%	0%	48%	45%	ADT :	32	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	269	290	277	172	243	379	251	Weekday (Mon-Fri) :	1361	72%
# Days :	3.0	2.2	2.0	2.0	2.0	2.9	3.0	ADT :	123	
ADT :	90	134	139	86	122	132	84	Weekend (Sat-Sun) :	520	28%
Percent :	14%	15%	15%	9%	13%	20%	13%	ADT :	87	

Basic Volume Summary: CROOK 140611

Grand Total For Data From: 12:00 - 2014-11-06 To: 14:59 - 2014-11-27

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	3	3	0	1	0	3	41	42	71	47	37	49	35	42	45	24	48	51	45	26	40	29	20	8	710
Lane #3	7	1	0	2	0	1	3	12	17	25	27	42	45	48	31	52	53	59	67	43	37	46	38	21	677
TOTAL	10	4	0	3	0	4	44	54	88	72	64	91	80	90	76	76	101	110	112	69	77	75	58	29	1387

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
Lane #1	0%	0%	0%	0%	0%	0%	6%	6%	10%	7%	5%	7%	5%	6%	6%	3%	7%	7%	6%	4%	6%	4%	3%	1%	
Lane #3	1%	0%	0%	0%	0%	0%	2%	3%	4%	4%	4%	6%	7%	7%	5%	8%	8%	9%	10%	6%	5%	7%	6%	3%	
TOTAL	1%	0%	0%	0%	0%	0%	3%	4%	6%	5%	5%	7%	6%	6%	5%	5%	7%	8%	8%	5%	6%	5%	4%	2%	

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	0	0	0	2	2	3	2	2	2	2	2	2	1	2	2	2	1	2	1	1	0	31
Lane #3	0	0	0	0	0	0	0	1	1	1	1	2	2	2	1	2	3	3	3	2	2	2	2	1	31
TOTAL	0	0	0	0	0	0	2	3	4	3	3	4	4	4	3	3	5	5	5	3	4	3	3	1	62

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	91	94	101	89	124	96	115	Weekday (Mon-Fri) :	504	71%
# Days :	3.0	3.0	3.0	3.0	3.1	3.0	3.0	ADT :	33	
ADT :	30	31	34	30	40	32	38	Weekend (Sat-Sun) :	206	29%
Percent :	13%	13%	14%	13%	17%	14%	16%	ADT :	34	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	98	100	98	89	105	81	106	Weekday (Mon-Fri) :	473	70%
# Days :	3.0	3.0	3.0	3.0	3.1	3.0	3.0	ADT :	31	
ADT :	33	33	33	30	34	27	35	Weekend (Sat-Sun) :	204	30%
Percent :	14%	15%	14%	13%	16%	12%	16%	ADT :	34	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	189	194	199	178	229	177	221	Weekday (Mon-Fri) :	977	70%
# Days :	3.0	3.0	3.0	3.0	3.1	3.0	3.0	ADT :	65	
ADT :	63	65	66	59	73	59	74	Weekend (Sat-Sun) :	410	30%
Percent :	14%	14%	14%	13%	17%	13%	16%	ADT :	68	

Basic Volume Summary: CROOK RD

Grand Total For Data From: 08:00 - 2013-07-31 To: 06:59 - 2013-08-30

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	5	2	0	0	6	5	52	65	77	72	67	58	56	52	54	53	53	50	51	41	51	42	33	8	953
Lane #3	7	4	4	2	1	0	3	11	27	33	64	50	54	48	46	73	86	103	101	81	57	55	47	26	983
TOTAL	12	6	4	2	7	5	55	76	104	105	131	108	110	100	100	126	139	153	152	122	108	97	80	34	1936

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
Lane #1	1%	0%	0%	0%	1%	1%	5%	7%	8%	8%	7%	6%	6%	5%	6%	6%	6%	5%	5%	4%	5%	4%	3%	1%	
Lane #3	1%	0%	0%	0%	0%	0%	1%	3%	3%	7%	5%	5%	5%	5%	7%	9%	10%	10%	8%	6%	6%	5%	3%		
TOTAL	1%	0%	0%	0%	0%	0%	3%	4%	5%	5%	7%	6%	6%	5%	5%	7%	7%	8%	8%	6%	6%	5%	4%	2%	

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	0	0	0	2	2	3	2	2	2	2	2	2	2	2	2	2	1	2	1	1	0	32
Lane #3	0	0	0	0	0	0	0	0	1	1	2	2	2	2	2	2	3	3	3	3	2	2	2	1	33
TOTAL	0	0	0	0	0	0	2	2	4	3	4	4	4	4	4	4	5	5	5	4	4	3	3	1	65

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	106	145	138	173	142	122	127	Weekday (Mon-Fri) :	720	76%
# Days :	4.0	4.0	4.0	4.7	5.0	4.3	4.0	ADT :	33	
ADT :	27	36	35	37	28	28	32	Weekend (Sat-Sun) :	233	24%
Percent :	11%	15%	14%	18%	15%	13%	13%	ADT :	29	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	117	151	146	169	155	123	122	Weekday (Mon-Fri) :	744	76%
# Days :	4.0	4.0	4.0	4.7	5.0	4.3	4.0	ADT :	34	
ADT :	29	38	37	36	31	29	31	Weekend (Sat-Sun) :	239	24%
Percent :	12%	15%	15%	17%	16%	13%	12%	ADT :	30	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	223	296	284	342	297	245	249	Weekday (Mon-Fri) :	1464	76%
# Days :	4.0	4.0	4.0	4.7	5.0	4.3	4.0	ADT :	67	
ADT :	56	74	71	73	59	57	62	Weekend (Sat-Sun) :	472	24%
Percent :	12%	15%	15%	18%	15%	13%	13%	ADT :	59	

Basic Volume Summary: KERR RD 140611

Grand Total For Data From: 12:00 - 2014-~~12-06~~⁰⁶⁻¹¹ To: 14:59 - 2014-~~12-27~~⁰⁶

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	1	0	0	2	2	4	15	11	29	14	15	15	24	19	9	19	22	15	7	5	4	2	0	234
Lane #3	12	5	3	1	2	13	13	59	59	94	72	73	78	94	85	71	90	87	97	50	48	45	29	20	1200
TOTAL	12	6	3	1	4	15	17	74	70	123	86	88	93	118	104	80	109	109	112	57	53	49	31	20	1434

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
Lane #1	0%	0%	0%	0%	1%	1%	2%	6%	5%	12%	6%	6%	6%	10%	8%	4%	8%	9%	6%	3%	2%	2%	1%	0%	
Lane #3	1%	0%	0%	0%	0%	1%	1%	5%	5%	8%	8%	6%	7%	8%	7%	6%	8%	7%	8%	4%	4%	4%	2%	2%	
TOTAL	1%	0%	0%	0%	0%	1%	1%	5%	5%	9%	6%	6%	6%	8%	7%	6%	8%	8%	8%	4%	4%	3%	2%	1%	

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	0	1	1	1	0	0	0	0	0	11
Lane #3	1	0	0	0	0	1	1	3	3	4	3	3	4	4	4	3	4	4	5	2	2	2	1	1	55
TOTAL	1	0	0	0	0	1	1	4	4	5	4	4	5	5	5	3	5	5	6	2	2	2	1	1	66

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	46	48	3	3	29	59	46	Weekday (Mon-Fri) :	142	61%
# Days :	3.0	3.0	3.0	3.0	3.1	3.0	3.0	ADT :	9	
ADT :	15	16	1	1	9	20	15	Weekend (Sat-Sun) :	92	39%
Percent :	20%	21%	1%	1%	12%	25%	20%	ADT :	15	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	175	131	234	176	171	142	171	Weekday (Mon-Fri) :	854	71%
# Days :	3.0	3.0	3.0	3.0	3.1	3.0	3.0	ADT :	56	
ADT :	58	44	78	59	55	47	57	Weekend (Sat-Sun) :	346	29%
Percent :	15%	11%	20%	15%	14%	12%	14%	ADT :	58	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	221	179	237	179	200	201	217	Weekday (Mon-Fri) :	996	69%
# Days :	3.0	3.0	3.0	3.0	3.1	3.0	3.0	ADT :	66	
ADT :	74	60	79	60	64	67	72	Weekend (Sat-Sun) :	438	31%
Percent :	15%	12%	17%	12%	14%	14%	15%	ADT :	73	

Basic Volume Summary: LANDFIL 140729

Grand Total For Data From: 04:00 - 2014-07-29 To: 19:59 - 2014-08-07 *BACK ROAD*

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	7	42	1	18	5	9	6	38	27	10	7	39	33	10	18	7	59	8	14	5	25	51	6	8	451
Lane #3	6	55	3	22	5	5	10	35	29	5	3	52	42	4	13	11	70	9	9	8	34	56	7	6	499
TOTAL	13	97	4	40	10	14	16	73	56	15	10	91	75	14	29	18	129	17	23	13	59	107	13	14	950

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Lane #1	2%	9%	0%	4%	1%	2%	1%	8%	6%	2%	2%	9%	7%	2%	4%	2%	13%	2%	3%	1%	6%	11%	1%	2%
Lane #3	1%	11%	1%	4%	1%	1%	2%	7%	6%	1%	1%	10%	8%	1%	3%	2%	14%	2%	2%	2%	7%	11%	1%	1%
TOTAL	1%	10%	0%	4%	1%	1%	2%	8%	6%	2%	1%	10%	8%	1%	3%	2%	14%	2%	2%	1%	6%	11%	1%	1%

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	1	5	0	2	1	1	1	4	3	1	1	4	3	1	2	1	6	1	1	1	3	6	1	1	51
Lane #3	1	8	0	2	1	1	1	4	3	1	0	5	4	0	1	1	7	1	1	1	4	6	1	1	53
TOTAL	2	11	0	4	2	2	2	8	6	2	1	9	7	1	3	2	13	2	2	2	7	12	2	2	104

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	37	71	77	108	59	30	69	Weekday (Mon-Fri) :	345	76%
# Days :	1.0	1.0	1.8	2.0	1.8	1.0	1.0	ADT :	45	
ADT :	37	71	42	54	32	30	69	Weekend (Sat-Sun) :	106	24%
Percent :	8%	16%	17%	24%	13%	7%	15%	ADT :	53	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	37	85	83	100	71	44	79	Weekday (Mon-Fri) :	383	77%
# Days :	1.0	1.0	1.8	2.0	1.8	1.0	1.0	ADT :	50	
ADT :	37	85	45	50	39	44	79	Weekend (Sat-Sun) :	116	23%
Percent :	7%	17%	17%	20%	14%	9%	16%	ADT :	58	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	74	156	160	208	130	74	148	Weekday (Mon-Fri) :	728	77%
# Days :	1.0	1.0	1.8	2.0	1.8	1.0	1.0	ADT :	95	
ADT :	74	156	87	104	71	74	148	Weekend (Sat-Sun) :	222	23%
Percent :	8%	16%	17%	22%	14%	8%	16%	ADT :	111	

Basic Volume Summary: LANK BR 140611

Grand Total For Data From: 10:00 - 2014-11-06 ⁰⁶⁻¹¹ To: 18:59 - 2014-11-19 ⁰⁶

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	14	33	10	29	23	6	14	19	12	28	21	21	3	15	28	41	11	45	13	6	30	12	9	38	481
Lane #3	9	39	3	25	29	7	13	23	4	23	13	21	6	20	16	56	26	38	9	10	33	21	12	38	503
TOTAL	23	72	13	54	52	13	27	42	16	51	34	42	9	35	44	97	37	83	22	25	63	33	21	76	984

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
Lane #1	3%	7%	2%	6%	5%	1%	3%	4%	2%	6%	4%	4%	1%	3%	6%	9%	2%	9%	3%	1%	6%	2%	2%	8%	
Lane #3	2%	8%	1%	5%	6%	1%	3%	5%	1%	5%	3%	4%	1%	4%	3%	11%	5%	8%	2%	4%	7%	4%	2%	8%	
TOTAL	2%	7%	1%	5%	5%	1%	3%	4%	2%	5%	3%	4%	1%	4%	4%	10%	4%	8%	2%	3%	6%	3%	2%	8%	

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	1	3	1	2	2	0	1	1	1	2	2	2	0	1	2	3	1	3	1	0	2	1	1	3	36
Lane #3	1	3	0	2	2	1	1	2	0	2	1	2	0	1	1	4	2	3	1	1	3	2	1	3	39
TOTAL	2	6	1	4	4	1	2	3	1	4	3	4	0	2	3	7	3	6	2	1	5	3	2	6	75

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	37	65	62	56	47	117	97	Weekday (Mon-Fri) :	347	72%
# Days :	2.0	2.0	2.0	1.8	1.6	2.0	2.0	ADT :	37	
ADT :	19	33	31	31	30	59	49	Weekend (Sat-Sun) :	134	28%
Percent :	8%	14%	13%	12%	10%	24%	20%	ADT :	34	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	47	65	71	59	46	121	94	Weekday (Mon-Fri) :	362	72%
# Days :	2.0	2.0	2.0	1.8	1.6	2.0	2.0	ADT :	39	
ADT :	24	33	36	33	29	61	47	Weekend (Sat-Sun) :	141	28%
Percent :	9%	13%	14%	12%	9%	24%	19%	ADT :	35	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	84	130	133	115	93	238	191	Weekday (Mon-Fri) :	709	72%
# Days :	2.0	2.0	2.0	1.8	1.6	2.0	2.0	ADT :	76	
ADT :	42	65	67	64	59	119	96	Weekend (Sat-Sun) :	275	28%
Percent :	9%	13%	14%	12%	9%	24%	19%	ADT :	69	

Basic Volume Summary: MAYCROFT 140514

Grand Total For Data From: 15:00 - 2014-05-14 To: 07:59 - 2014-06-02

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	6	4	0	3	0	2	13	31	40	68	119	115	100	112	155	99	146	110	148	126	105	85	35	28	1658
Lane #3	2	3	0	2	0	4	15	31	46	90	125	157	208	214	154	139	107	131	66	75	39	47	25	18	1698
TOTAL	8	7	0	5	0	6	28	62	86	158	244	272	308	326	309	238	253	249	214	201	144	132	60	46	3356

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Lane #1	0%	0%	0%	0%	0%	0%	1%	2%	2%	4%	7%	7%	6%	7%	9%	6%	9%	7%	9%	8%	6%	5%	2%	2%
Lane #3	0%	0%	0%	0%	0%	0%	1%	2%	3%	5%	7%	9%	12%	13%	9%	8%	6%	8%	4%	4%	2%	3%	1%	1%
TOTAL	0%	0%	0%	0%	0%	0%	1%	2%	3%	5%	7%	8%	9%	10%	9%	7%	8%	7%	6%	8%	4%	4%	2%	1%

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	0	0	0	1	2	2	4	7	6	6	6	9	5	8	6	8	7	6	4	2	1	90
Lane #3	0	0	0	0	0	0	1	2	3	5	7	9	12	12	9	7	6	7	3	4	2	2	1	1	93
TOTAL	0	0	0	0	0	0	2	4	5	9	14	15	18	18	18	12	14	13	11	11	8	6	3	2	183

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	191	122	83	96	270	592	304	Weekday (Mon-Fri) :	1163	70%
# Days :	3.0	2.3	2.0	2.4	3.0	3.0	3.0	ADT :	92	
ADT :	64	52	42	40	90	197	101	Weekend (Sat-Sun) :	495	30%
Percent :	12%	7%	5%	6%	16%	36%	18%	ADT :	83	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	412	575	106	92	139	160	214	Weekday (Mon-Fri) :	1072	63%
# Days :	3.0	2.3	2.0	2.4	3.0	3.0	3.0	ADT :	84	
ADT :	137	246	53	39	46	53	71	Weekend (Sat-Sun) :	626	37%
Percent :	24%	34%	6%	5%	8%	9%	13%	ADT :	104	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	603	697	189	188	409	752	518	Weekday (Mon-Fri) :	2235	67%
# Days :	3.0	2.3	2.0	2.4	3.0	3.0	3.0	ADT :	176	
ADT :	201	299	95	79	136	251	173	Weekend (Sat-Sun) :	1121	33%
Percent :	18%	21%	6%	6%	12%	22%	15%	ADT :	187	

Basic Volume Summary: MAYCROFT 140729

Grand Total For Data From: 13:00 - 2014-07-29 To: 12:59 - 2014-08-14

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	5	3	2	0	1	1	14	36	93	170	160	167	145	168	176	175	164	147	162	183	149	94	50	18	2283
Lane #3	5	0	0	0	2	12	11	24	37	61	144	184	233	224	223	221	205	159	132	136	113	49	25	6	2226
TOTAL	10	3	2	0	3	13	25	60	130	251	304	351	378	392	399	396	369	306	294	319	262	143	75	24	4509

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
Lane #1	0%	0%	0%	0%	0%	0%	1%	2%	4%	7%	7%	7%	6%	7%	8%	8%	7%	6%	7%	8%	7%	4%	2%	1%	
Lane #3	0%	0%	0%	0%	0%	1%	0%	1%	2%	4%	6%	8%	10%	10%	10%	10%	9%	7%	6%	6%	5%	2%	1%	0%	
TOTAL	0%	0%	0%	0%	0%	0%	1%	1%	3%	6%	7%	8%	8%	9%	9%	9%	8%	7%	7%	7%	6%	3%	2%	1%	

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	0	0	0	1	2	6	11	10	10	9	11	11	11	10	9	10	11	9	6	3	1	141
Lane #3	0	0	0	0	0	1	1	2	2	5	9	12	15	14	14	14	13	10	8	9	7	3	2	0	141
TOTAL	0	0	0	0	0	1	2	4	8	16	19	22	24	25	25	25	23	19	18	20	16	9	5	1	282

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	242	179	220	279	318	664	381	Weekday (Mon-Fri) :	1660	73%
# Days :	2.0	2.0	2.5	3.0	2.5	2.0	2.0	ADT :	138	
ADT :	121	90	89	93	125	332	191	Weekend (Sat-Sun) :	623	27%
Percent :	11%	8%	10%	12%	14%	29%	17%	ADT :	156	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	576	597	211	237	179	182	244	Weekday (Mon-Fri) :	1406	63%
# Days :	2.0	2.0	2.5	3.0	2.5	2.0	2.0	ADT :	117	
ADT :	288	299	86	79	70	91	122	Weekend (Sat-Sun) :	820	37%
Percent :	26%	27%	9%	11%	8%	8%	11%	ADT :	205	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	818	776	431	516	497	846	625	Weekday (Mon-Fri) :	3066	68%
# Days :	2.0	2.0	2.5	3.0	2.5	2.0	2.0	ADT :	256	
ADT :	409	388	175	172	196	423	313	Weekend (Sat-Sun) :	1443	32%
Percent :	18%	17%	10%	11%	11%	19%	14%	ADT :	361	

Basic Volume Summary: SNAKE TRAIL

Grand Total For Data From: 12:00 - 2013-07-12 To: 15:59 - 2013-07-29

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	6	2	1	0	0	1	14	11	31	35	30	43	57	54	54	68	57	97	62	41	52	41	15	8	780
Lane #3	1	0	1	0	6	14	32	79	51	60	52	40	64	64	48	42	45	45	29	31	20	19	19	10	781
TOTAL	7	2	2	0	6	15	46	90	82	95	82	92	121	118	102	110	102	142	91	72	72	60	34	18	1561

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
Lane #1	1%	0%	0%	0%	0%	0%	2%	1%	4%	4%	4%	6%	7%	7%	7%	9%	7%	12%	8%	5%	7%	5%	2%	1%	
Lane #3	0%	0%	0%	0%	1%	2%	4%	10%	7%	8%	7%	6%	8%	8%	6%	5%	6%	6%	4%	4%	3%	2%	2%	1%	
TOTAL	0%	0%	0%	0%	0%	1%	3%	6%	5%	6%	5%	6%	8%	8%	7%	7%	7%	9%	6%	5%	5%	4%	2%	1%	

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	0	0	0	1	1	2	2	2	3	3	3	3	4	3	6	4	2	3	2	1	0	45
Lane #3	0	0	0	0	0	1	2	5	3	4	3	3	4	4	3	2	3	3	2	2	1	1	1	1	48
TOTAL	0	0	0	0	0	1	3	6	5	6	5	6	7	7	6	6	6	9	6	4	4	3	2	1	93

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	118	104	91	77	81	149	160	Weekday (Mon-Fri) :	502	64%
# Days :	3.0	2.7	2.0	2.0	2.0	2.5	3.0	ADT :	45	
ADT :	39	39	46	39	41	60	53	Weekend (Sat-Sun) :	278	36%
Percent :	15%	13%	12%	10%	10%	19%	21%	ADT :	46	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	119	107	103	78	92	132	150	Weekday (Mon-Fri) :	512	66%
# Days :	3.0	2.7	2.0	2.0	2.0	2.5	3.0	ADT :	46	
ADT :	40	40	52	39	46	53	50	Weekend (Sat-Sun) :	269	34%
Percent :	15%	14%	13%	10%	12%	17%	19%	ADT :	45	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	237	211	194	155	173	281	310	Weekday (Mon-Fri) :	1014	65%
# Days :	3.0	2.7	2.0	2.0	2.0	2.5	3.0	ADT :	91	
ADT :	79	79	97	78	87	112	103	Weekend (Sat-Sun) :	547	35%
Percent :	15%	14%	12%	10%	11%	18%	20%	ADT :	91	

Basic Volume Summary: SNAKETRAI140815

Grand Total For Data From: 12:00 - 2014-08-15 To: 23:59 - 2014-09-01

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	30	62	52	36	41	50	33	42	52	77	65	29	22	21	15	34	12	45	34	11	14	16	6	18	817
Lane #3	46	92	54	32	62	50	37	40	54	75	41	6	23	21	19	32	11	54	52	14	16	42	34	42	949
TOTAL	76	154	106	68	103	100	70	82	106	152	106	35	45	42	34	66	23	99	86	25	30	58	40	60	1766

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Lane #1	4%	8%	6%	4%	5%	6%	4%	5%	6%	9%	8%	4%	3%	3%	2%	4%	1%	6%	4%	1%	2%	2%	1%	2%
Lane #3	5%	10%	6%	3%	7%	5%	4%	4%	6%	8%	4%	1%	2%	2%	2%	3%	1%	6%	5%	1%	2%	4%	4%	4%
TOTAL	4%	9%	6%	4%	6%	6%	4%	5%	6%	9%	6%	2%	3%	2%	2%	4%	1%	6%	5%	1%	2%	3%	2%	3%

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	2	4	3	2	2	3	2	2	3	5	4	2	1	1	1	2	1	3	2	1	1	1	0	1	49
Lane #3	3	5	3	2	4	3	2	2	3	4	2	0	1	1	1	2	1	3	3	1	1	2	2	2	53
TOTAL	5	9	6	4	6	6	4	4	6	9	6	2	2	2	2	4	2	6	5	2	2	3	2	3	102

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	182	127	92	105	84	115	112	Weekday (Mon-Fri) :	523	64%
# Days :	3.0	3.0	2.0	2.0	2.0	2.5	3.0	ADT :	45	
ADT :	61	42	46	53	42	46	37	Weekend (Sat-Sun) :	294	36%
Percent :	22%	16%	11%	13%	10%	14%	14%	ADT :	49	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	231	172	102	105	74	129	136	Weekday (Mon-Fri) :	582	61%
# Days :	3.0	3.0	2.0	2.0	2.0	2.5	3.0	ADT :	51	
ADT :	77	57	51	53	37	52	45	Weekend (Sat-Sun) :	367	39%
Percent :	24%	18%	11%	11%	8%	14%	14%	ADT :	61	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	413	299	194	210	158	244	248	Weekday (Mon-Fri) :	1105	63%
# Days :	3.0	3.0	2.0	2.0	2.0	2.5	3.0	ADT :	96	
ADT :	138	100	97	105	79	98	83	Weekend (Sat-Sun) :	661	37%
Percent :	23%	17%	11%	12%	9%	14%	14%	ADT :	110	

Basic Volume Summary: SPREADEAGLE RD

Grand Total For Data From: 09:00 - 2013-07-30 To: 06:59 - 2013-08-29

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane #2	5	10	5	3	0	7	5	65	89	139	117	111	89	135	115	108	148	93	62	60	74	39	20	17	1516
TOTAL	5	10	5	3	0	7	5	65	89	139	117	111	89	135	115	108	148	93	62	60	74	39	20	17	1516

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Lane #1	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Lane #2	0%	1%	0%	0%	0%	0%	0%	4%	6%	9%	8%	7%	6%	9%	8%	7%	10%	6%	4%	4%	5%	3%	1%	1%
TOTAL	0%	1%	0%	0%	0%	0%	0%	4%	6%	9%	8%	7%	6%	9%	8%	7%	10%	6%	4%	4%	5%	3%	1%	1%

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lane #2	0	0	0	0	0	0	0	2	3	5	4	4	3	5	4	4	5	3	2	2	3	1	1	1	52
TOTAL	0	0	0	0	0	0	0	2	3	5	4	4	3	5	4	4	5	3	2	2	3	1	1	1	52

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	0	0	0	0	0	0	0	Weekday (Mon-Fri) :	Total	Percent
# Days :	4.0	4.0	4.0	4.0	3.9	4.0	4.0	ADT :	0	
ADT :	0	0	0	0	0	0	0	Weekend (Sat-Sun) :	0	0%
Percent :	0%	0%	0%	0%	0%	0%	0%	ADT :	0	

LANE #2

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	231	310	201	188	213	147	226	Weekday (Mon-Fri) :	1059	70%
# Days :	4.0	4.0	4.0	4.0	3.9	4.0	4.0	ADT :	53	
ADT :	58	78	50	47	54	37	57	Weekend (Sat-Sun) :	457	30%
Percent :	15%	20%	13%	12%	14%	10%	15%	ADT :	57	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	231	310	201	188	213	147	226	Weekday (Mon-Fri) :	1059	70%
# Days :	4.0	4.0	4.0	4.0	3.9	4.0	4.0	ADT :	53	
ADT :	58	78	50	47	54	37	57	Weekend (Sat-Sun) :	457	30%
Percent :	15%	20%	13%	12%	14%	10%	15%	ADT :	57	

Basic Volume Summary: SUMMERVIEW

Grand Total For Data From: 14:00 - 2013-07-12 To: 15:59 - 2013-07-29

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	15	7	7	2	4	10	55	144	130	131	101	96	100	128	155	119	93	106	101	84	77	67	51	16	1799
Lane #3	23	11	4	3	1	6	17	34	70	67	60	85	103	90	96	127	169	139	108	105	98	104	54	32	1606
TOTAL	38	18	11	5	5	16	72	178	200	198	161	181	203	218	251	246	262	245	209	189	175	171	105	48	3405

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
Lane #1	1%	0%	0%	0%	0%	1%	3%	8%	7%	7%	6%	5%	6%	7%	9%	7%	5%	6%	6%	5%	4%	4%	3%	1%	
Lane #3	1%	1%	0%	0%	0%	0%	1%	2%	4%	4%	4%	5%	6%	6%	6%	8%	11%	9%	7%	7%	6%	6%	3%	2%	
TOTAL	1%	1%	0%	0%	0%	0%	2%	5%	6%	6%	5%	5%	6%	6%	7%	7%	8%	7%	6%	6%	5%	5%	3%	1%	

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	1	0	0	0	0	1	3	8	8	8	6	6	6	8	9	7	5	6	6	5	5	4	3	1	106
Lane #3	1	1	0	0	0	0	1	2	4	4	4	5	6	5	5	7	10	8	6	6	6	3	2	92	
TOTAL	2	1	0	0	0	1	4	10	12	12	10	11	12	13	14	14	15	14	12	11	11	10	6	3	198

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	333	281	256	186	116	313	314	Weekday (Mon-Fri) :	1152	64%
# Days :	3.0	2.7	2.0	2.0	2.0	2.4	3.0	ADT :	104	
ADT :	111	105	128	93	58	130	105	Weekend (Sat-Sun) :	647	36%
Percent :	19%	16%	14%	10%	6%	17%	17%	ADT :	108	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	275	253	231	149	111	294	293	Weekday (Mon-Fri) :	1038	65%
# Days :	3.0	2.7	2.0	2.0	2.0	2.4	3.0	ADT :	94	
ADT :	92	95	116	75	56	122	98	Weekend (Sat-Sun) :	568	35%
Percent :	17%	16%	14%	9%	7%	18%	18%	ADT :	95	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	608	534	487	335	227	607	607	Weekday (Mon-Fri) :	2190	64%
# Days :	3.0	2.7	2.0	2.0	2.0	2.4	3.0	ADT :	198	
ADT :	203	200	244	168	114	251	202	Weekend (Sat-Sun) :	1215	36%
Percent :	18%	16%	14%	10%	7%	18%	18%	ADT :	203	

Basic Volume Summary: SWAMPR 140611

Grand Total For Data From: 11:00 - 2014-11-06 To: 13:59 - 2014-11-27

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	9	2	4	0	0	4	30	154	99	78	71	60	82	95	81	51	65	56	66	47	47	43	14	10	1170
Lane #3	18	9	5	1	0	1	5	16	65	51	54	49	63	84	74	65	135	77	75	65	65	55	62	58	1152
TOTAL	27	11	9	1	0	5	35	170	164	129	125	109	145	179	155	116	200	133	143	112	112	98	76	68	2322

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Lane #1	1%	0%	0%	0%	0%	0%	3%	13%	8%	7%	6%	5%	7%	6%	7%	4%	6%	5%	6%	4%	4%	4%	1%	1%
Lane #3	2%	1%	0%	0%	0%	0%	1%	6%	4%	5%	4%	5%	7%	6%	6%	12%	7%	7%	6%	6%	5%	5%	5%	
TOTAL	1%	0%	0%	0%	0%	0%	2%	7%	7%	6%	5%	5%	6%	6%	7%	5%	9%	6%	6%	5%	5%	4%	3%	3%

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	0	0	0	1	7	5	4	3	3	4	4	4	2	3	3	3	2	2	2	1	0	53
Lane #3	1	0	0	0	0	0	0	1	3	2	3	2	3	4	4	3	6	4	4	3	3	3	3	3	55
TOTAL	1	0	0	0	0	0	1	8	8	6	6	5	7	8	8	5	9	7	7	5	5	5	4	3	108

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	141	123	181	155	186	198	186	Weekday (Mon-Fri) :	843	72%
# Days :	3.0	3.0	3.0	3.0	3.1	3.0	3.0	ADT :	56	
ADT :	47	41	60	52	60	66	62	Weekend (Sat-Sun) :	327	28%
Percent :	12%	11%	15%	13%	16%	17%	16%	ADT :	55	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	127	131	176	150	176	213	179	Weekday (Mon-Fri) :	846	73%
# Days :	3.0	3.0	3.0	3.0	3.1	3.0	3.0	ADT :	56	
ADT :	42	44	59	50	56	71	60	Weekend (Sat-Sun) :	306	27%
Percent :	11%	11%	15%	13%	15%	18%	16%	ADT :	51	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	268	254	357	305	362	411	365	Weekday (Mon-Fri) :	1689	73%
# Days :	3.0	3.0	3.0	3.0	3.1	3.0	3.0	ADT :	112	
ADT :	89	85	119	102	116	137	122	Weekend (Sat-Sun) :	633	27%
Percent :	12%	11%	15%	13%	16%	18%	16%	ADT :	106	

Basic Volume Summary: TOWNSHIP140815

Grand Total For Data From: 11:00 - 2014-08-15 To: 08:59 - 2014-09-05

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	0	0	2	12	5	20	39	41	32	35	37	19	14	25	31	24	25	14	8	2	0	385
Lane #3	4	1	1	0	0	0	2	7	16	39	21	21	23	34	28	30	37	21	28	15	25	24	10	1	388
TOTAL	4	1	1	0	0	2	14	12	36	78	62	53	58	71	47	44	62	52	52	40	39	32	12	1	773

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	
Lane #1	0%	0%	0%	0%	0%	1%	3%	1%	5%	10%	11%	8%	9%	10%	5%	4%	6%	8%	6%	6%	4%	2%	1%	0%	
Lane #3	1%	0%	0%	0%	0%	1%	2%	4%	10%	5%	5%	6%	9%	7%	8%	10%	5%	7%	4%	6%	6%	3%	0%		
TOTAL	1%	0%	0%	0%	0%	2%	2%	5%	10%	8%	7%	8%	9%	6%	6%	8%	7%	7%	5%	5%	4%	2%	0%		

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	0	0	0	0	0	0	1	0	1	2	2	2	2	2	1	1	1	1	1	1	1	0	0	0	19
Lane #3	0	0	0	0	0	0	0	0	1	2	1	1	1	2	1	1	2	1	1	1	1	1	0	0	17
TOTAL	0	0	0	0	0	0	1	0	2	4	3	3	3	4	2	2	3	2	2	2	2	1	0	0	36

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	54	75	50	57	45	45	59	Weekday (Mon-Fri) :	272	71%
# Days :	3.0	3.0	3.0	3.0	3.0	2.9	3.0	ADT :	18	
ADT :	18	25	17	19	15	15	20	Weekend (Sat-Sun) :	113	29%
Percent :	14%	19%	13%	15%	12%	12%	15%	ADT :	19	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	52	73	46	56	49	56	56	Weekday (Mon-Fri) :	280	72%
# Days :	3.0	3.0	3.0	3.0	3.0	2.9	3.0	ADT :	19	
ADT :	17	24	15	19	16	19	19	Weekend (Sat-Sun) :	108	28%
Percent :	13%	19%	12%	14%	13%	14%	14%	ADT :	18	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	106	148	96	113	94	101	115	Weekday (Mon-Fri) :	552	71%
# Days :	3.0	3.0	3.0	3.0	3.0	2.9	3.0	ADT :	37	
ADT :	35	49	32	38	31	35	38	Weekend (Sat-Sun) :	221	29%
Percent :	14%	19%	12%	15%	12%	13%	15%	ADT :	37	

Basic Volume Summary: TREMBLAY

Grand Total For Data From: 02:00 - 2013-07-12 To: 01:59 - 2013-07-27

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	62	45	56	48	55	65	58	32	69	29	22	25	49	49	28	40	21	25	64	26	39	63	96	86	1152
Lane #3	62	42	61	48	48	67	60	28	67	25	14	24	47	46	22	43	22	30	58	40	45	63	88	74	1124
TOTAL	124	87	117	96	103	132	118	60	136	54	36	49	96	95	50	83	43	55	122	66	84	126	184	160	2276

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Lane #1	5%	4%	5%	4%	5%	6%	5%	3%	6%	3%	2%	2%	4%	4%	2%	3%	2%	2%	6%	2%	3%	5%	8%	7%
Lane #3	6%	4%	5%	4%	4%	6%	5%	2%	6%	2%	1%	2%	4%	4%	2%	4%	2%	3%	5%	4%	4%	6%	8%	7%
TOTAL	5%	4%	5%	4%	5%	6%	5%	3%	6%	2%	2%	2%	4%	4%	2%	4%	2%	2%	5%	3%	4%	6%	8%	7%

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	4	3	4	3	4	4	4	2	5	2	1	2	3	3	2	3	1	2	4	2	3	4	6	6	77
Lane #3	4	3	4	3	3	4	4	2	4	2	1	2	3	3	1	3	1	2	4	3	3	4	6	5	74
TOTAL	8	6	8	6	7	8	8	4	9	4	2	4	6	6	3	6	2	4	8	5	6	8	12	11	151

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	166	170	149	178	156	188	145	Weekday (Mon-Fri) :	841	73%
# Days :	2.0	2.0	2.0	2.0	2.0	2.9	2.1	ADT :	77	
ADT :	83	85	75	89	78	64	70	Weekend (Sat-Sun) :	311	27%
Percent :	14%	15%	13%	15%	14%	16%	13%	ADT :	76	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	179	157	155	158	156	171	148	Weekday (Mon-Fri) :	797	71%
# Days :	2.0	2.0	2.0	2.0	2.0	2.9	2.1	ADT :	73	
ADT :	90	79	78	79	78	59	71	Weekend (Sat-Sun) :	327	29%
Percent :	16%	14%	14%	14%	14%	15%	13%	ADT :	80	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Percent	
DW Totals :	345	327	304	336	312	359	293	Weekday (Mon-Fri) :	1638	72%
# Days :	2.0	2.0	2.0	2.0	2.0	2.9	2.1	ADT :	150	
ADT :	173	164	152	168	156	123	141	Weekend (Sat-Sun) :	638	28%
Percent :	15%	14%	13%	15%	14%	16%	13%	ADT :	156	

Basic Volume Summary: TREMBLAY140815

Grand Total For Data From: 02:00 - 2014-08-15 To: 20:59 - 2014-09-04

Total Count	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	79	118	117	117	123	117	108	88	75	62	41	21	7	3	3	10	6	1	10	44	95	84	103	90	1522
Lane #3	101	91	75	107	106	137	102	88	98	86	52	15	16	6	7	8	1	14	29	64	40	68	58	88	1457
TOTAL	180	209	192	224	229	254	210	176	173	148	93	36	23	9	10	18	7	15	39	108	135	152	161	178	2979

Percents:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
Lane #1	5%	8%	8%	8%	8%	8%	7%	6%	5%	4%	3%	1%	0%	0%	0%	1%	0%	0%	1%	3%	6%	6%	7%	6%
Lane #3	7%	6%	5%	7%	7%	9%	7%	6%	7%	6%	4%	1%	1%	0%	0%	1%	0%	1%	2%	4%	3%	5%	4%	6%
TOTAL	6%	7%	6%	8%	8%	9%	7%	6%	6%	5%	3%	1%	1%	0%	0%	1%	0%	1%	1%	4%	5%	5%	5%	6%

ADT:	0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300	Total
Lane #1	4	6	6	6	6	6	5	4	4	3	2	1	0	0	0	0	0	0	0	2	5	4	5	5	74
Lane #3	5	5	4	5	5	7	5	4	5	4	2	1	1	0	0	0	0	1	1	3	2	3	3	4	70
TOTAL	9	11	10	11	11	13	10	8	9	7	4	2	1	0	0	0	0	1	1	5	7	7	8	9	144

LANE #1

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	227	285	268	175	58	281	228	Weekday (Mon-Fri) :	1067	70%
# Days :	3.0	3.0	3.0	3.0	2.9	2.9	3.0	ADT :	72	
ADT :	76	95	89	58	20	96	76	Weekend (Sat-Sun) :	455	30%
Percent :	15%	19%	18%	11%	4%	18%	15%	ADT :	76	

LANE #3

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	215	237	274	247	53	205	226	Weekday (Mon-Fri) :	1016	70%
# Days :	3.0	3.0	3.0	3.0	2.9	2.9	3.0	ADT :	69	
ADT :	72	79	91	82	18	70	75	Weekend (Sat-Sun) :	441	30%
Percent :	15%	16%	19%	17%	4%	14%	16%	ADT :	74	

ALL LANES

	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
DW Totals :	442	522	542	422	111	486	454	Weekday (Mon-Fri) :	2083	70%
# Days :	3.0	3.0	3.0	3.0	2.9	2.9	3.0	ADT :	141	
ADT :	147	174	181	141	39	167	151	Weekend (Sat-Sun) :	896	30%
Percent :	15%	18%	18%	14%	4%	16%	15%	ADT :	149	

**MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
BYLAW NO. 1254-14**

**BEING A BYLAW OF THE MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9, IN
THE PROVINCE OF ALBERTA, RESPECTING EMERGENCY MANAGEMENT**

WHEREAS pursuant to the *Emergency Management Act*, RSA 2000c.E-6.8 the Council of a municipality is required or authorized to establish committees to declare local emergencies, develop emergency plans and direct emergency response;

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

1. This bylaw may be cited as the "Emergency Management Bylaw No. 1254-14".
2. In this bylaw:
 - a. "Act" means the *Emergency Management Act*, RSA 2000 c. E-6.8 as amended from time to time, or any legislation substituted for it;
 - b. "Agency" means the Emergency Management Agency established by this bylaw;
 - c. "Committee" means the Emergency Management Committee established by this bylaw;
 - d. "Council" means the Council of the Municipal District of Pincher Creek No. 9;
 - e. "Director" means the Director of the Agency;
 - f. "Disaster" shall have the same meaning as given to it by the Act;
 - g. "Emergency" shall have the same meaning as given to it by the Act;
 - h. "Municipal District" means the corporation or the area contained within the boundaries of the Municipal District as the context may require.

EMERGENCY MANAGEMENT COMMITTEE

3.
 - a. There is hereby established an Emergency Management Committee.
 - b. The Committee shall consist of all council members of the Municipal District of Pincher Creek.
 - c. The Committee shall advise Council on the development of emergency plans and programs, as required by Section 11 of the Act, and to establish a yearly budget to carry out the function and training for emergency management.

STATE OF LOCAL EMERGENCY

4.
 - a. The Council may at any time when they are satisfied that an emergency exists or may exist for their jurisdiction make a declaration of a State of Local Emergency. In the event that a quorum of Council is not available, any two members of Council are given the same authority to declare a State of Local Emergency. Any declaration must be accompanied by a recommendation from the Director of Emergency Management.
 - b. Upon the making of a declaration of a State of Local Emergency and for the duration of the state of local emergency, the Local Emergency Committee shall, in accordance with the Act, exercise and perform all of the powers and duties given to the Municipal District by the Act.

- c. At all other times, and except as otherwise provided in the bylaw, the Emergency Management Committee shall exercise and perform all of the powers and duties given to the Municipal District.

EMERGENCY MANAGEMENT AGENCY

- 5. a. There is hereby established an Emergency Management Agency.
- b. The Agency shall consist of:
 - (1) Director of Emergency Management;
 - (2) the Chief Administrative Officer of the Municipal District;
 - (3) the administrative head of the following Departments or agencies or their identified representative for emergency management purposes:
 - (a) Pincher Creek RCMP
 - (b) Emergency Medical Services
 - (c) Fire Department
 - (d) Director of Community Services
 - (e) Director of Operations
 - (f) Director of Finance
 - (g) Public Works Superintendent
 - (h) Family and Community Support Services (FCSS)
 - (i) Information Technology
 - (4) In addition to the members appointed by Subsection (2) the following organizations may be invited by the Director to nominate representatives to serve as members of the Agency:
 - (a) Alberta Energy Regulator
 - (b) Alberta Utilities Commission
 - (c) AltaLink
 - (d) Fortis
 - (e) Atco Gas
 - (f) Alta Gas
 - (g) Chief Mountain Gas Co-op
 - (h) Alberta Environment and Sustainable Resource Development
 - (i) Alberta Tourism, Parks and Recreation
 - (j) Shell Canada
 - (k) Pincher Creek Humane Society

- (l) Livingston Range School Division
 - (m) Holy Spirit (Catholic School)
 - (n) Pincher Creek Health Centre
 - (o) Alberta Emergency Management Agency
- (4) In the event of any name change or corporate reorganization or merger of any one or more of the organizations listed in Subsection (3), the Director may determine an appropriate successor organization and invite a representative from that organization to serve as a member of the Agency in order to continue broad representation from industry, government agencies, and the community within the Agency.
- (5) The Agency shall provide assistance and guidance to the Director and, as requested by the Director, to the Committee.

DIRECTOR

6. (1) The Director of Emergency Management shall be appointed by resolution of Council.
- (2) The Director, shall with the advice and assistance of the agency:
- (a) prepare and coordinate emergency plans and programs;
 - (b) coordinate all emergency services and resources used in an emergency;
and
 - (c) submit to Council annually, a report on the status of emergency preparedness.
7. Bylaw No. 1225-12, is hereby repealed in its entirety.

READ A FIRST TIME THIS 9th day of September, 2014

READ A SECOND TIME THIS 9th day of September, 2014

READ A THIRD TIME
AND FINALLY PASSED THIS day of , 2014

Reeve

Chief Administrative Officer

MD OF PINCHER CREEK

SEPTEMBER 12, 2014

TO: Wendy Kay, CAO
 FROM: Leo Reedyk, Director of Operations
 SUBJECT: RURAL FINAL MILE INTERNET PROJECT

1. Origin

The Municipal District has obtained a \$200,000 grant from the Province’s Rural Final Mile grant program for upgrades to internet services within the Municipality.

2. Background:

The project is intended to provide rural users with internet speeds of 1.5 MBPS, where Service is low speed or unavailable. The attached Contract documents outline the services to be provided. Tough Country Communications had applied to the Municipal District to install the four towers identified in the project. Prior to releasing any grant funding a contract with Tough Country Communications Inc. is required.

3. Recommendation:

THAT the report from the Director of Operations, dated September 12, 2014 regarding the Rural Final Mile Project be received:

AND THAT Council Authorize the Reeve and CAO to sign the Contract on behalf of the Municipality;

AND FURTHER THAT the project costs be funded from the Provincial Final Mile Grant Program funds received 2-12-0-761-2761.

Respectfully Submitted,

Leo Reedyk 

Attachments: Contract

Reviewed by: Wendy Kay, Chief Administrative Officer  Date: 



FINAL MILE RURAL COMMUNITY PROGRAM

TOWER/EQUIPMENT DEVELOPMENT AGREEMENT

THIS AGREEMENT made effective the ____ day of _____, 2014.

BETWEEN:

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

- and -

TOUGH COUNTRY COMMUNICATIONS
("TCC")

TOWER/EQUIPMENT DEVELOPMENT AGREEMENT

WHEREAS:

- A.** TCC is the owner and operator of the Network providing wireless broadband services;
- B.** Pursuant to the Grant Agreement, the Municipal District is the recipient of grant monies for the purposes of partially funding the Project consisting of wireless communication towers, telecommunication equipment and related infrastructure;
- C.** TCC has, or has available to it, experience, skill and knowledge pertaining to the design, construction, testing, commissioning, operating and maintenance of wireless broadband networks.
- D.** The Municipal District and TCC have agreed that TCC will manage and supervise the performance of the Work, including design, construction, project management and thereafter the operation and maintenance of the Project, all on the terms and conditions and subject to the limitations set out in this Agreement.

NOW THEREFORE the Municipal District and TCC agree in consideration for the obligations and covenants set out in this Agreement, as follows:

ARTICLE 1 - DEFINITIONS & INTERPRETATION

1.1 Definitions

Save and except for where specifically defined otherwise, all capitalized terms used within this Agreement shall have the meaning provided within **Schedule "A"** attached to this Agreement.

1.2 Schedules

All Schedules are included in and form part of this Agreement. The following schedules attached to this Agreement shall form a part of this Agreement:

- Schedule "A"** - **Definitions**
- Schedule "B"** - **Project, Designs and Specifications**
- Schedule "C"** - **Tower Sites**
- Schedule "D"** - **Construction Budget, Payments and Funding**
- Schedule "E"** - **Transfer Process**
- Schedule "F"** - **Dispute Resolution Procedure**
- Schedule "G"** - **Reporting Requirements**
- Schedule "H"** - **Services**

1.3 Conflicting Provisions

If there is any conflict between the main body of this Agreement and any of the Schedules hereto, the provisions of the main body of this Agreement will prevail.

ARTICLE 2 - PURPOSE AND LEGAL RELATIONSHIP

2.1 Purpose of the Project

The purpose of the Project is to design, construct, test, commission, operate and maintain wireless broadband towers, equipment and related infrastructure, for the ultimate purpose of forming a part of, and providing service through, the Network, to the Customers.

2.2 Cooperation

Without expanding or modifying the obligations of the Parties set out in this Agreement or creating additional obligations to those already set forth herein, the Municipal District and TCC acknowledge that this Agreement is intended to achieve efficiencies, allocate risks and provide benefits for ultimate service recipients from or through the Network. Throughout the Term, the Municipal District and TCC will cooperate with each other with a view to furthering the purposes and objectives of this Agreement, including, without limitation, through the establishment of such committees, groups and lines of communication as may reasonably be requested by either Party.

2.3 No Partnership, Joint Venture, Etc.

No partnership, joint venture, employment, fiduciary or agency relationship is created by this Agreement or under this Agreement. TCC shall ensure that all agreements between TCC and all of its Contractors contain a disclaimer substantially similar to that contained within the preceding sentence. Further, subject to Section 5.10 of this Agreement and the express transfer of all or any portion of the Project to TCC pursuant to the terms of **Schedule "E"** attached to this Agreement, nothing herein shall vest in TCC any rights of ownership in all or any of the Project or the Sites.

2.4 Authority for Action

The Municipal District may act in any matter provided for in this Agreement by the Municipal District Representative, and TCC may act in any matter provided for in this Agreement by the TCC Representative.

ARTICLE 3 - TERM

3.1 Term

Subject to earlier termination as contemplated within this Agreement, the Term of this Agreement will commence on the Effective Date and will continue until the Termination Date.

3.2 Extension of Term

The Term may be extended for such period and on such terms and conditions as the Municipal District and TCC may agree. Not less than six (6) months prior to the expiration of the Term the Parties shall meet to discuss their respective intentions and requirements with respect to extending the Term or, in the alternative, allowing the Term to expire without extension or renewal. The Parties shall thereafter meet as often and as many times as is reasonably required in order to determine each Party's intentions and/or willingness to extend the Term which determination shall be made not less than three (3) months prior to the expiration of the Term.

ARTICLE 4 - PRE-CONSTRUCTION & DESIGN

4.1 Design

TCC shall be responsible for the preparation of all designs and specifications for the Project, for review and approval by the Municipal District Representative, acting reasonably. Unless otherwise agreed to by the Parties, all designs and specifications shall conform to the standard designs, specifications and performance requirements for the Project as set forth within **Schedule "B"** attached to this Agreement.

4.2 Budget

TCC shall prepare and provide to the Municipal District a preliminary construction budget(s) for review and approval by the Municipal District Representative, acting reasonably, concurrent with the determination of the design and specifications for the Project in accordance with this Agreement. Unless otherwise agreed to by the Parties, the preliminary Construction Budget for the Project shall be the total cost of Two Hundred Sixty Six Thousand (\$266,00.00) dollars as contemplated within **Schedule "D"** attached to this Agreement. The Municipal District shall ensure that its representative provides timely responses to all requests for review and approval of budget revisions required from time to time for the Project as soon as reasonably possible. Unless otherwise indicated:

- (a) all amounts shown within **Schedule "D"** and/or the Construction Budget from time to time as being fixed costs not subject to change without written agreement of the Parties; and
- (b) all amounts shown within **Schedule "D"** and/or the Construction Budget from time to time as being allowances only are subject to confirmation of costs by TCC.

4.3 Commencement

Upon execution of this Agreement, and the provision of all funding required and contemplated within this Agreement, TCC shall be authorized and directed to proceed with the acquisition of the Sites, the procurement of all Equipment and materials, and construction and installation of the Project, pursuant to and in accordance with the terms, covenants and conditions of this Agreement.

4.4 Site Acquisition

TCC shall locate the Project upon the Sites in conformity with all federal, provincial, and municipal laws, regulations, ordinances, rules, and codes, for installation and construction of the Tower and/or Equipment, and the Site Agreement.

4.5 Licenses and Permits

TCC shall obtain and maintain in good standing all licenses, permits and approvals necessary for construction and installation of the Project including, without limitation, any required by the CRTC or under the *Telecommunications Act* (Canada), any broadcasting or environmental legislation or any laws, regulations, ordinances, rules, and codes relative to any construction or building in accordance with this Agreement, and shall provide a certificate from TCC to the Municipal District that the Work is in compliance with all applicable laws, ordinances, rules, regulations and codes. The cost of acquiring all such licenses, permits and approval shall be shown within the Construction Budget, and shall form part of the Project Costs.

ARTICLE 5 - CONSTRUCTION PERIOD

5.1 Construction

Subject always to payment of invoices as they come due, the timely performance of the obligations of the Municipal District, and limitations contained within Section 5.2 of this Agreement, TCC, will:

- (a) proceed with all commercially reasonable speed, effort, and diligence to commence and complete the construction of the Project by October 31, 2014;
- (b) ensure that the Tower and the Project shall be free of any encumbrances, claims, and charges or likewise; and
- (c) not, unless specifically approved by Council and agreed upon in writing by the Municipal District, exceed the Construction Budget as contemplated within this Agreement;

5.2 Limitations

TCC's responsibilities set forth in Sections 5.1 shall be subject to the following:

- (a) all Work, procurement of goods and services, and performance of any other design or construction services under this Agreement shall conform with the requirement of any grant or other funding agreement applicable to the Project (including, without restriction, the Grant Agreement) and the funding to be provided to the Project by TCC and by the Municipal District as provided within this Agreement;
- (b) subject to the payment and funding of the Construction Budget, TCC shall be responsible for the payment of all Project Costs incurred by TCC in carrying out the procurement of Equipment and materials, construction and installation of the Project, and the acquisition of the Sites;
- (c) TCC shall not be responsible for any failure to perform any of its obligations contained within this Agreement to the extent prevented or delayed in doing due to any occurrence beyond the control TCC constituting an occurrence of any event of Force Majeure; and
- (d) TCC may interrupt or curtail the construction, installation or commissioning of the Project:
 - (i) for such periods of time as TCC may reasonably require upon the occurrence of a default of financial obligation on the part of the Municipal District under this Agreement;
 - (ii) for such periods of time as TCC may reasonably require for confirming changes to the scope of the Work, the Designs, or the Specifications of the Project as contemplated and permitted under this Agreement; and
 - (iii) for such periods of time as permitted under this Agreement pursuant to the occurrence of an event of Force Majeure.

5.3 Payment of Project Costs

All Project Costs shall be paid by the Municipal District and TCC in accordance with the proportionate contributions provided within **Schedule "D"** attached to this Agreement. Funding originating from the Grant Agreement (once received by the Municipal District) and funding to be provided by the Municipal District in the proportions outlined or contemplated above and within **Schedule "D"**, shall be paid to TCC within thirty (30) days of the invoicing thereof as contemplated below, to be held and utilized by TCC in accordance with the terms and conditions contained within this Agreement. For clarification, unless otherwise contemplated within this Agreement or the Construction Budget, TCC shall:

- (a) invoice the Municipal District in respect of all Project Costs (including, without restriction, for deposit costs required for ordering of equipment and requisitioning of services) as they are incurred and funds are applied by TCC in payment of such Project Costs;
- (b) report monthly on the status of the Construction Budget, and expenditures from the funds provided by the Municipal District as contemplated within this Agreement;

- (c) utilize the funding provided by the Municipal District in the manner contemplated within **Schedule "D"** attached to this Agreement.

5.4 Reporting Obligations of TCC

Upon completion of construction of the Project, and at all times during the Lease TCC shall, without limiting any other obligations in this Agreement, at its sole cost, comply with the reporting provisions contained in **Schedule "G"**.

5.5 Changes and Cost Overruns

As soon as reasonably practical after either Party has received notice of any actual or potential:

- (a) change in Designs or Specifications, or the need to alter or amend the approved Designs or Specifications;
- (b) change in applicable laws, regulations, ordinances or directives affecting the Parties or the Project; or
- (c) extra or excess cost over and above that budgeted for within the Construction Budget; or
- (d) any unanticipated cost necessary to complete the Project;

which has, or can reasonably be foreseen to have, an impact upon the Construction Budget or the ability of the Parties to pay all Projects Costs as they fall due, the Parties will notify each other of the full nature and extent of the issue and potential impacts. The Parties will meet in person as soon a reasonably possible following the delivery of such notice to discuss and agree upon the issues, the impacts upon budget and funding, and the potential resolutions to the costs, budgeting and funding. With respect to allowances noted within **Schedule "D"** attached to this Agreement or the Construction Budget, failing such agreement within forty five (45) days of the initial notice, the issue shall be resolved between the parties pursuant to the Dispute Resolution Procedure. With respect to fixed costs noted within **Schedule "D"** attached to this Agreement or the Construction Budget, or for all other new costs not previously anticipated, the Parties may by mutual agreement refer to the matter to be resolved by the Dispute Resolution Procedure.

5.6 Obligations of TCC

Throughout the construction period TCC shall supply, directly or indirectly through Contractors and Subcontractors, all products, labour, tools, machinery, equipment and other things necessary to complete the Project, subject always to the Design and Specifications, the Budget, any applicable Grant Agreement, and the terms and conditions of this Agreement, including, without limitation, performing the following duties:

- (a) purchase, test and install the Equipment;
- (b) provide power to the Sites, where necessary to carry out the construction and installation contemplated within this Agreement;
- (c) verify plans and drawings and correspondence relating to the completion of the Work;
- (d) prior to the commencement of any Work, ensure that all necessary policies of insurance as contemplated within this Agreement are in place;
- (e) supervise all work at the construction site to ensure that the progress of the Work and the quality of materials and workmanship conform to Specifications, any subcontracts, and this Agreement;

- (f) perform a final inspection of the Work and advise the Municipal District in writing of this inspection;
- (g) assign a TCC Representative to interact and liaise with the Municipal District Representative or anyone designated by the Municipal District Representative;
- (h) be responsible for the work of any Contractor, Subcontractor(s) or any other TCC worker and act as Prime Contractor on the work site as described in the *Occupational Health and Safety Act* (Alberta) ("OHSA") where there are two (2) or more contractors, subcontractors or employers (as defined by the OHSA) on the work site and shall comply with all OHSA regulations in respect of that work site and with all Municipal District policies regarding occupational health and safety;
- (i) comply with the requirements of all applicable legislation in Alberta, including the *Builders' Lien Act* (Alberta) and *Workers' Compensation Act* (Alberta);
- (j) ensure there are no liens registered in respect of the Project, or any portion thereof, and the Network or claims against the Municipal District;
- (k) to consult on the preparation and amendments, if any, of the Designs and Specifications;
- (l) to apply for and obtain all permits and approvals, including development permit, demolition permits, building permits, and occupancy permits;
- (m) to negotiate, manage, supervise and administer all purchase orders and contracts, for the construction of the Project, on its own behalf and TCC shall, unless otherwise specifically agreed upon, be the party directly contracting with each trade, supplier or contractor. Accordingly, all invoices and contracts shall be issued in the name of TCC;
- (n) where applicable, all agreements between TCC and any Subcontractor of TCC shall conform to the provisions of this Agreement;
- (o) rectify any deficiencies in the Work within a reasonable amount of time after having been made aware of such deficiencies;
- (p) address any objections, concerns, issues or matters raised by the Municipal District, and rectify any deficiencies, conduct any repairs or perform any work required in connection therewith;
- (q) notify the Municipal District in advance as and when any existing Municipal District Equipment, materials, machinery and systems are disposed of or replaced;
- (r) any other thing normally conducted by a prudent builder of similar products as the Project and the Network;
- (s) to provide all reasonable accounting records and accounting services as may be required for the satisfactory and expeditious construction of the Project, and to prepare and submit to the Municipal District quarterly reports in regard to the progress of the construction of the Project, and regularly communicate to the Municipal District the progress of the Project and shall report any discrepancies from the Construction Budget to the Municipal District;
- (t) to maintain in its office, appropriate and proper books of account and records with respect to the construction of the Project and all transactions entered into in performance of TCC's obligations hereunder. The Municipal District shall have the right at reasonable times, at its sole expense, and upon reasonable notice to TCC to cause to audit or be made inspections of such books and records and to make copies of the same. All such books and records shall be considered to be the joint property of TCC and the Municipal District;

- (u) to manage and supervise all Contractors and Subcontractors and to arrange for payment on behalf of but to the account of the Municipal District, from funds provided under this Agreement, for all construction costs related to the Project;
- (v) to proceed diligently with the construction of the Project and devote sufficient time and attention to the Project for the purpose of achieving substantial completion pursuant to the timelines set out herein;
- (w) subject to receipt of funds from the Municipal District, as well as subject to any holdbacks, deficiencies or seasonal work, to make prompt payment for and on behalf of the Municipal District to all contractors, sub-contractors, material suppliers or labourers;
- (x) to comply with all laws and ordinances and the rules, regulations or orders of all public authorities related to the construction of the Project; and
- (y) to take all reasonable precautions for the safety of all work employees and other persons whom the work might affect, all work and materials incorporated in the Project.

5.7 Safety Obligations of TCC

TCC shall ensure that proper and appropriate safety measures and precautions are implemented in respect of the Towers and the Equipment, including the installation and otherwise by TCC at the Sites, including:

- (a) power conditioners;
- (b) lightning arresters;
- (c) appropriate lighting, where necessary, to warn low flying aircraft of the Towers; and
- (d) safety precautions, fences or devices to prevent children and trespassers from gaining access to the Towers.

5.8 Minister Inspections

Throughout the construction period, the Minister of Agriculture and Rural Development is entitled, at reasonable times and upon reasonable notice to the Municipal District and TCC, to attend the Project for the purpose of examining any assets pertinent to the Project in order to assess whether the Municipal District is in compliance with the terms of the Grant Agreement. TCC will cooperate with and facilitate such access without additional costs to the Project or the Municipal District.

5.9 Manufacturer's, Contractors' and Subcontractors' Warranties

To the extent permitted by the manufacturer(s), Contractors and Subcontractors, or not otherwise already a direct contractual benefit to the Municipal District under agreement with those parties, TCC shall assign to the Municipal District the benefit of all warranties applicable to the Project.

5.10 Ownership of Project

TCC and the Municipal District acknowledge and agree that:

- (a) the Municipal District has beneficial and legal ownership in the Sites, or where Sites are owned by third parties the Municipal District holds a Site Agreement respecting the Site;

- (b) TCC and the Municipal District have shared ownership of the Project, once completed, in proportion to their respective percentage shares shown within Part B of Schedule "D" attached to this Agreement.

If legal ownership of any aspect or component of the Project is vested in either TCC or the Municipal District, TCC or the Municipal District, as the case may be, shall be deemed to be holding the said property in trust for the Parties in proportion to their proportionate interest as set forth above.

ARTICLE 6 - LEASE OF PROJECT ASSETS

6.1 Lease

The Municipal District hereby grants to TCC a Lease of the entirety of the assets comprising the Project for a term:

- (a) commencing upon the completion of the construction and installation of the Project, and the completion of all testing and commissioning thereof; and
- (b) ending upon the Termination Date;

upon and subject to the terms, covenants and conditions contained within this Agreement.

6.2 Operational Obligations Of TCC

Upon completion of construction of the Project, and at all times during the Lease TCC shall, without limiting any other obligations in this Agreement, at its sole cost:

- (a) provide the Services to the Customers continuously throughout the Term, and in accordance with the provisions of **Schedule "H"** attached to this Agreement;
- (b) operate the assets comprising the Project as part of the Network, in a prudent and commercially reasonable manner, and in any event in a manner consistent with the operation of the balance of the Network;
- (c) comply with and perform, for and on behalf of the Municipal District, all obligations to be observed and performed by the Municipal District under any Site Agreement applicable to the Project;
- (d) pay for all utilities utilized in the operation of the Project and the Network as and when due;
- (e) promptly pay when due all taxes applicable to the Sites which are the responsibility of the Municipal District under the Site Agreement, together with all taxes applicable to the assets and improvements to the Sites which comprise the Project;
- (f) inspect and monitor the assets comprising the Project on a regular basis to ensure compliance with the terms of this Agreement;
- (g) perform regular maintenance upon the Tower and Equipment comprising the Project, in a manner consistent with all manufacturers recommendations or requirements of all applicable manufacturers' warranties;
- (h) repair or replace without undue delay any Equipment or Software that may malfunction, break down, or contain errors or defects or otherwise, for any reason;
- (i) correct any irregularity or defect in (but not limited to) the Network, Equipment, Software, or the Services without undue delay;

- (j) promptly notify the Municipal District of any events or circumstances that could materially affect any obligations of either Party under this Agreement;
- (k) ensure that adequate safety measures and precautions are implemented and maintained in respect of the Tower and the Equipment, including the installation and maintenance by TCC at the Sites of:
 - (i) power conditioners;
 - (ii) lightning arresters;
 - (iii) appropriate lighting to warn low flying aircraft of the Towers; and
 - (iv) safety precautions, fences and devices to prevent children and trespassers from gaining access to the Tower;
- (l) notify the Municipal District of all Equipment upgrades or replacements;
- (m) insure the Towers and Equipment comprising the Project for full replacement cost, showing the Municipal District as additional insured;
- (n) exercise reasonable care in the use and servicing of the Towers and Equipment comprising the Project, and maintain, repair, overhaul, service and keep the Towers and Equipment in a condition equivalent to its condition at the commencement of the Lease, reasonable wear and tear excepted; and
- (o) provide the Municipal District with any other task, service, work, or thing required by TCC in the performance of its obligations pursuant to this Agreement.

6.3 Obligations of the Municipal District

Upon completion of construction of the Project, and at all times during the Lease, the Municipal District shall, at its sole cost:

- (a) provide unimpeded access for TCC to the Sites, Tower, Equipment and Software forming part of the Project, together with all Contractors or Subcontractors of TCC, and their respective employees, contractors or agents;
- (b) not cause any default on the part of the Municipal District under any Site Agreement applicable to the Project; and
- (c) make reasonable efforts to co-operate with TCC in the promotion and demonstration of the Services to TCC customers and potential customers in the Service Area, at no cost to TCC.

6.4 Modifications

TCC may make changes to and upgrade the Towers, Equipment and Software comprising the Project as it deems appropriate, acting reasonably, from time to time, provided such changes and upgrades are compatible with the performance of the balance of the obligations of TCC contained within this Agreement.

6.5 Sublease and License

At all times during the Lease TCC shall not be entitled to sublease or license the use and enjoyment of portions of the Tower or the Site to any third party unless that third party has entered into a tower license/colocation agreement with the Municipal District.

6.6 The Transfer Process

Upon the Termination Date, the ownership of those portions of the Project outlined within **Schedule "E"** shall be transferred to TCC in accordance with the provisions of **Schedule "E"** attached to this Agreement, provided that TCC shall have provided and is continuing to provide the Services to in excess of 90% of the potential Customers located within the Service Area so desiring to receive the Services.

6.7 TCC's Liability

Except to the extent that Municipal District personnel are performing subcontract work, the Municipal District shall not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by TCC or by any person for whom TCC is responsible who may be upon the Sites, or for any loss of or damage or injury to any property belonging to TCC or to any other person for whom TCC is responsible.

6.8 Indemnity

Except to the extent Municipal District personnel are performing subcontract work, TCC shall indemnify and save the Municipal District harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Municipal District shall or may become liable or suffer by reason of any breach, violation or non-performance by TCC, or by any person for whom TCC is responsible, of any covenant, term or provision of this Agreement or by reason of any act, neglect or default on the part of TCC or other person for whom TCC is responsible. The provisions of this Section shall survive the expiration or termination of this Agreement and the Term.

6.9 Obligations upon Expiration of Lease

Upon the expiry or earlier termination of the Lease as contemplated herein, TCC shall at its sole cost surrender and vacate the Project and the Sites in substantially the same state and condition as TCC is required to maintain pursuant to the terms of this Agreement, free and clear of any and all claims, interests, security interests of TCC and its contractors and any other Person. Notwithstanding the foregoing, to the extent that TCC will continue to own and operate any telecommunications equipment upon or within the Towers or the Sites from and after the expiration of the Lease, this will be governed by the applicable license agreement contemplated within **Schedule "E"** attached to this Agreement or as otherwise entered into between the Municipal District and TCC from time to time.

ARTICLE 7 - DEFAULT AND TERMINATION

7.1 Events of Default

In this Agreement, each of the following is an "Event of Default":

- (a) if a Party fails to make good a default in payment of any sum payable under this Agreement within seven (7) days of demand to do so;
- (b) if a Party fails to make good or otherwise cure any other breach or default under the terms of this Agreement within ten (10) days of having been requested by the other Party to do so (or where the breach is one which by its nature is likely to require more than 10 days to cure, if the party fails to diligently commence curative steps within 10 days after such notice and continues thereafter to continue those curative steps, and thereafter continuously and diligently pursue correction of the default);
- (c) if a Party has any or all its assets used for the performance of any obligation its obligations under this Agreement liable, or becomes liable to be, seized or taken in execution or in attachment and the same is not released within fourteen (14) days;

- (d) if a Party becomes insolvent or makes an assignment for the benefit of creditors, or makes a proposal in bankruptcy or is assigned into bankruptcy or a receiver or receiver manager is appointed over its business, assets or undertaking; or
- (e) if a Party sells, encumbers, leases, licenses or parts with the possession of the Project or any part thereof, or any interest therein, or creates or allows to be created, a lien on any of the Project, unless otherwise specifically contemplated within this Agreement.
- (f) fails to maintain, repair, replace or alter the Project or the Network as required herein, to the reasonable satisfaction of the Municipal District;
- (g) fails to obtain insurance as required under this Agreement;
- (h) fails to provide the Services or perform the Work in accordance with this Agreement;
- (i) fails to construct the Project to the Specifications herein, within the timeframe enumerated herein;
- (j) has a Change of Control occur without the prior written consent of the Municipal District;
- (k) subject always to relief under Section 10.1 of this Agreement, fails to rectify either a Planned Disruption or Unplanned Disruption within three (3) days, or as otherwise extended in writing by the Municipal District;
- (l) assigns all or any part of this Agreement or sublicenses any license so granted in this Agreement; and
- (m) hires a Subcontractor that the Municipal District has disapproved of pursuant to this Agreement.

7.2 Remedies Upon an Event of Default

Upon the happening of an Event of Default, the Party not in default may, but does not have the obligation to:

- (a) take all reasonable action necessary to remedy the default, at the sole cost and expense of the Party in default, which shall be payable upon demand;
- (b) in the event of a payment default, or the incurring of costs to remedy the default, require the Party in default to pay interest calculated and payable on a per diem basis at a rate equal to the greater of the Prime Rate from time to time plus five per cent per annum, or eighteen (18%) percent per annum, upon all amounts owing to the party not in default;
- (c) set-off the payment of any amounts owing by the party in default to the Party not in default;
- (d) terminate this Agreement;
- (e) require party in default to pay all costs, expenses and liabilities that the party not in default has incurred for the Event of Default, including all costs and expenses incurred in enforcing the terms of this Agreement and further including, without limitation, legal fees and disbursements on a solicitor and his own client full indemnity basis;
- (f) may take all or any portion of the Work or the Services out of TCC's hands notwithstanding any other provision to the contrary in this Agreement, and may employ such means as it may see fit to provide the Work or the Services; or
- (g) proceed to the dispute resolution procedure in **Schedule "F"**; or

- (h) may (but shall not be obligated so to do) perform such act without waiving or releasing TCC from any of its obligations relative thereto. TCC shall pay the Municipal District on demand for all costs and expenses incurred by the Municipal District in accordance with this Section 7.2(e) together with an administrative charge of twenty percent (20%) of this costs and further together with interest thereon at the Prime Rate plus five percent per annum or eighteen (18%) percent per annum, whichever rate is greater, from the date each such payment was made or each such cost was incurred by the Municipal District, until paid in full.

together with any other rights or remedies which may be available at law, in contract, or in equity.

7.3 Remedies Cumulative

No reference to nor exercise of any specific right or remedy within this Agreement shall preclude the Parties from exercising or invoking any remedy without limitation including any rights to require specific performance, to obtain an injunction, and to recover damages, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other remedy, but the Municipal District may from time to time exercise any one or more of such remedies independently or in combination.

ARTICLE 8 - INTELLECTUAL PROPERTY

8.1 No Intellectual Property Violation

TCC represents that the Work, and the construction, installation, operation or maintenance of the Project by TCC, and the components, services and products used in connection or within the purview of this Agreement, do not and will not infringe upon or violate any existing or pending patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any third party or likewise and will not violate any applicable law, rule or regulation or any contracts with third parties. TCC shall ensure that any intellectual property rights required for the ownership and/or operation of the Project shall be assigned to, or assignable upon request to, the Municipal District.

ARTICLE 9 - INSURANCE

9.1 Insurance

Without limiting its liability hereunder, TCC shall, at its own expense, obtain and maintain in full force and effect, throughout the Term of this Agreement, the following insurance coverage in a form acceptable to the Municipal District and with a reputable insurance company:

- (a) Comprehensive General Liability Insurance in an amount not less than Two Million (\$2,000,000.00) dollars (or such higher limits as the TCC's insurance broker may reasonably require from time to time) inclusive per occurrence against liability for bodily injury, personal injury, death and property damage including loss of use. To the extent available from the insurer for TCC, the Municipal District shall be named as an additional insured in respect of the Work and business carried on in respect of the operation of the Project;
- (b) Property Coverage on a replacement cost basis to fully cover the Project, which insurance shall include the Municipal District as a named insured as its interests may appear with respect to the Project and provide that any proceeds recoverable in the event of loss, damage, or destruction to the Project shall be payable to TCC and the Municipal District, as their interest may appear (but the Municipal District agrees to make available such proceeds towards the repair or replacement of the Project if this Agreement is not terminated pursuant to any other provision hereof);
- (c) all TCC workers shall be covered and protected by Workers' Compensation or similar insurance affording statutory coverage, as and when required under that statute, and containing statutory limits prior to commencing work pursuant to this Agreement; and
- (d) during all periods of construction, all risks builder's risk insurance in connection with the construction of the Project.

9.2 Terms and Conditions of Insurance

Insurance policies provided pursuant to Section 9.1 shall be in accordance with the following terms and conditions:

- (a) insurance policies maintained by TCC shall include a waiver of subrogation in favour of the Municipal District, its directors, officers, employees, servants and agents;
- (b) insurance policies shall contain a provision requiring the insurer to give the Municipal District thirty (30) days advance written notice of cancellation or of any material changes; and
- (c) the comprehensive general liability insurance policy shall contain a cross-liability clause..

9.3 Evidence of Insurance

TCC shall have the insurance required in full force and effect prior to the commencement of the provision of the work or services to be performed hereunder and shall, on demand, and at such times as the Municipal District may reasonably request, provide the Municipal District with evidence of all insurance and shall, if required, provide the Municipal District with a certified true copy of each policy.

9.4 Indemnity of the Municipal District

Except as and to the extent caused by:

- (a) a breach of this Agreement by the Party to be indemnified; or
- (b) the willful misconduct or negligence of that Party to be indemnified, or its employees or agents;

each Party shall indemnify and save harmless the other Party, its directors, officers, employees and agents in respect of:

- (a) all claims for bodily injury or death, property damage, or destruction or other loss or damage including any and all direct and consequential damages, destruction, losses, and expenses arising from any negligent act or omission of the indemnifying Party or any assignee, subtenant, agent, employee, contractor, invitee or licensee of the indemnifying Party, and in respect of all costs, expenses, judgments, settlement payments and liabilities suffered, incurred or expended by the Party to be indemnified in connection with or arising out of all such claims, without limitation including the legal expenses of the Party to be indemnified on a solicitor and his own client full indemnity basis of any action or proceeding pertaining thereto; and
- (b) any loss, cost, expense or damage suffered or incurred by the Party to be indemnified arising from any breach by the indemnifying Party of any of its obligations under this Agreement; or as may be incurred or paid by the Party to be indemnified in enforcing against the indemnifying Party the covenants, agreements and representations of the indemnifying Party set out in this Agreement.

The provisions of this Section shall survive the expiration or termination of this Agreement and the Term.

ARTICLE 10 - FORCE MAJEURE

10.1 Non-Performance Due to Force Majeure

The failure of either Party to meet any of the terms and conditions of this Agreement will not be viewed as a breach of this Agreement, where this failure flows from the occurrence of an event of Force Majeure. Immediately upon the failure to meet a major term or condition of this Agreement, the Party potentially in default will forthwith notify the other Party to create a response plan.

10.2 Force Majeure Relief

Notwithstanding anything to the contrary contained in this Agreement, if either Party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of the occurrence of an event of Force Majeure in performing work or doing acts required under the terms of this Agreement, then performance of such term, covenant, or act, is excused for the period of the delay, and the Party so delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. The provisions of this paragraph shall not operate to excuse either Party from the timely payment of any and all sums required under the Agreement. Notwithstanding the foregoing, the maximum amount of relief to be provided shall be one hundred and eighty (180) days from the date of notice. Thereafter, the Parties shall agree upon how to accommodate the force majeure event by amending, replacing, and/or terminating this Agreement, failing such agreement the matter shall be resolved through the Dispute Resolution Procedure.

ARTICLE 11 - ASSIGNMENT AND SUBLETTING

11.1 Conditions

Save and except for as specifically provided for within this Agreement, TCC will not assign, sublet or license this Agreement or its rights to use the Project, the Sites or any part thereof without first obtaining the consent of the Municipal District. TCC recognizes that the Municipal District may partake in the decision as to whom such an assignment by TCC could be made; provided, however, that no such assignment or subletting shall operate as a release of TCC of its obligations hereunder nor shall such consent operate as a consent to any further assignments, subleases or licenses.

11.2 Change in Corporate Control

A Change in Control shall be deemed to be an assignment of this Agreement, and all of the provisions of this Agreement relating to an assignment, default and termination shall apply with all necessary changes. For the purposes of this Agreement, and notwithstanding any other provision or definition in this Agreement, in the event that the shares of TCC are listed upon any public exchange, changes of control resulting from changes in ownership of such publicly traded shares shall not be deemed to be an assignment of Change in Control.

ARTICLE 12 - INDEPENDENT CONTRACTOR

12.1 Independent Contractor

Nothing contained in this Agreement shall create any relationship between the Parties hereto other than that of owner and independent contractor, and licensor and licensee, and it is acknowledged and agreed that the Municipal District does in any way or for any purpose become a partner of TCC in the conduct of its business, a joint venturer, a member of a joint or common enterprise with TCC, or an employer of TCC and that TCC and any TCC employees, workers, agents, or volunteers or others who work for TCC as a result of this Agreement, shall not be deemed to be, at any time, employees or servants of the Municipal District. The parties agree that TCC shall be an independent contractor in the provision of any and all services and the performance of all Work under this Agreement.

ARTICLE 13 - DISPUTE RESOLUTION

13.1 Dispute Resolution Procedure

Save and except for as otherwise specifically stated in this Agreement, all disputes related to the allocation of responsibility for funding any shortfalls to the funding of the Construction Budget shall be resolved by and referred to the Dispute Resolution Procedure attached as **Schedule "F"** attached hereto. Any other disputes between the Parties may, upon mutual agreement, be referred to all or any portion of the Dispute Resolution Procedure.

ARTICLE 14 - GENERAL

14.1 Compliance With Laws

TCC shall at all times comply with and observe all applicable laws, regulations, ordinances, rules, standards and codes of any federal, provincial or municipal government or authority and any insurer providing insurance in respect of the Project, the Equipment, the Tower, the Sites, and the Software, including, without limitation, all laws, regulations, ordinances, rules, standards and codes respecting employment, health and safety, the environment, telecommunications, broadcasting, building standards, fire and other perils.

14.2 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their executors, administrators, successors and assigns.

1.3 Records Maintenance and Right of Audit

- (a) TCC shall keep and maintain or cause to be kept and maintained records of the work and service work performed under this agreement (including work performed on TCC's behalf by any agent or subcontractor, or any other person) together with all proper invoices, receipts and vouchers related thereto and, when requested by the Municipal District representative, make such records available for inspection and audit.
- (b) Notwithstanding the *Freedom of Information and Right to Privacy Act* (Alberta), the records described in this Section are to be kept for a period of at least five (5) years following completion of the Work

14.4 Confidentiality

Each of the Parties acknowledges that it will, in connection with this Agreement, be provided with certain Confidential Information by the other Party. Each of the Parties agrees that it will hold such Confidential Information in confidence and use it solely for the purposes of this Agreement, and shall not reveal it to anyone other than:

- (a) in the case of TCC, its shareholders/members, officers, employees, consultants, and advisers who need to know the Confidential Information in connection with this Agreement in order to carry out their duties or engagements in relation to the Project and the Network; and
- (b) in the case of the Municipal District, its board/council, officers, employees and advisers who need to know the Confidential Information in connection with this Agreement in order to carry out their duties or engagements in relation to the Project;

subject always to any statutory or regulatory requirement to disclose such information. Each of the Parties further agrees to return, where possible, all Confidential Information provided by the other Party forthwith upon the request of the other Party on the termination of this Agreement; and further agrees to advise, require and enforce (pursuant to confidentiality terms imposed which are substantially the same in content and/or effect as those imposed herein) any officer, employee, adviser, board member or director that Confidential Information must be kept confidential. It is understood and agreed that the Parties' obligations to hold Confidential Information in confidence, and require the return of such information, the level of performance that each Party shall be expected to perform shall be limited to commercially reasonable efforts. Unless otherwise agreed to by the Parties, the Parties shall in no event be obligated to absolutely guarantee total confidentiality in respect of all Confidential Information. The confidentiality terms contained herein shall apply in addition to, and independent from, any other confidentiality or non-disclosure

agreement between the parties. In the event of termination or expiration of this Agreement, both Parties shall remain bound by the obligations of confidentiality set forth in this Section for a period of two years following the date of termination or expiration of this Agreement.

14.5 Notices, Orders, Etc.

Any notice from one party to the other shall be in writing and shall be deemed duly served if delivered to a responsible employee of the party being served, or dispatched by telecopier, facsimile, electronic mail or like electronic means (provided dispatch, receipt and content thereof can be established and evidenced) or if mailed by registered or certified mail to the addresses and numbers set beneath each parties' signatures below. Any notice shall be deemed to have been given at the time of delivery or, if mailed, five (5) days after the date of mailing thereof. Either party shall have the right to designate by notice, in the manner established in this Section, a change of address or number or one additional address or number to which copies of notices are to be mailed. For purpose of this Section, the expression "Notice" shall, without limitation, include any request, response, statement, or other communication to be given by one party to the other. As of the date of this Agreement, the addresses for Notice are as follows:

- (a) If to the Municipal District: PO Box 279
Pincher Creek, AB T0K 1W0
Attention: Wendy Kay, Chief Administrative Officer

Phone: 403-627-3130
Fax: 403-627-5070
- (b) If to TCC: 949 Waterton Ave.
Box 2528
Pincher Creek, AB T0K 1W0
Attention: Brock Lounsbury

Phone: (403) 627-4126
Fax: (403) 627-4146

14.6 Headings, Etc.

Each word in the singular includes the plural and vice versa. Each word in the masculine includes the feminine and vice versa. Reference to either party includes, where the context permits, such party's employees, agents, sub-contractors and workers. The headings within are only included in order to facilitate the reading of this Agreement and have no bearing upon its interpretation.

14.7 Applicable Law

This Agreement shall be governed by the laws of the Province of Alberta, and each party hereby attorns to the jurisdiction of the Courts of the Province of Alberta.

14.8 Waiver

Failure by either party to insist upon the strict performance of any of the covenants, agreements, terms, provisions or conditions contained in this Agreement or to exercise any election shall not be construed as a waiver or relinquishment of such covenant, agreement, term, provision or condition but the same shall continue and remain in full force. No waiver shall be deemed to have been made unless expressed in writing.

14.9 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all documents, letters, contracts, proposals, letters of intent, and other contracts relating to it unless they are incorporated by reference into this Agreement.

14.10 Further Assurances

Each party hereto shall from time to time and at all times do such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

14.11 Amendment

No amendment, change or waiver in any terms and conditions of this Agreement shall have any force or effect until it is effected by a written amendment to this Agreement and duly executed by each of the parties to this Agreement.

14.12 Survival

All provisions of this Agreement which are either specifically state as surviving, or which by their context are reasonably intended by the parties to survive, shall survive any termination or expiration of this Agreement, as the case may be.

14.13 Time of the Essence

Time shall be of the essence of this Agreement.

14.14 Publicity

TCC shall not at any time use the Municipal District name or any Municipal District trademarks or trade names in any advertising or publicity nor disclose the fact that this Agreement between the Municipal District and TCC has been entered into, without the Municipal District's prior written consent, which shall not be unreasonably withheld.

14.15 Currency

All references in this Agreement to dollars shall be to Canadian dollars unless otherwise indicated.

IN WITNESS WHEREOF, the Municipal District and TCC have executed and delivered the agreement by authorized signatures, and by affixing corporate seals when applicable, effective the date indicated on page 1 of this agreement.

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

Per: _____

(corporate seal)

Per: _____

TOUGH COUNTRY COMMUNICATIONS

Per: _____

A handwritten signature in blue ink is written over a horizontal line. The signature is cursive and appears to be "T. Country".

(corporate seal)

Per: _____

SCHEDULE "A"

"**Agreement**" means this agreement entitled "Tower/Equipment Development Agreement", its schedules and all amendments to it made in writing and signed by both parties;

"**Business Days**" means working days other than Saturdays, Sundays and statutory holidays in the Province of Alberta;

"**Change in Control**" means, if and while TCC, is a corporation whose shares are not listed on any recognised stock exchange, any agreement, voting trust, share transfer, share issue or other act, which results in a *de facto* or *de jure* change of the control of said corporation;

"**Confidential Information**" means certain confidential oral and written information provided by the parties to each other pursuant to the negotiation or performance of this Agreement including, without restriction, legal opinions, business plans, designs (including RF design techniques and tools), proceedings of either Party's board or council, financial data, financial and other projections, customer lists and draft agreements and other arrangements with third parties, and this Agreement. "Confidential Information" does not include information which:

- (a) was already in the possession of a Party prior to its disclosure by the other Party;
- (b) is or becomes available in the public domain other than as a result of a disclosure contrary to the provisions hereof;
- (c) becomes available to the Party on a non-confidential basis from a source (which itself is not, to the knowledge of the Party receiving the information, in breach of a confidentiality obligation to the other Party);
- (d) is independently developed without any breach of this Agreement by the personnel of the Party or its advisors who did not have access to the Confidential Information; or
- (e) is required to be disclosed by any law, or required in connection with any rule, regulation or order of any court of competent jurisdiction or any governmental, quasi-governmental or other self-regulating or competent authority having jurisdiction over any of the Parties or the Confidential Information.

"**Contractor**" means any party contract to the Municipal District to perform all or any portion of the Work, under the project management and supervisions of TCC;

"**Construction Budget**" means that certain budget for the completion of the Work, as contemplated within Section 4 of this Agreement, which Budget as of the Effective Date is contained within **Schedule "D"** attached to this Agreement;

"**CRTC**" means the Canadian Radio-television and Telecommunications Commission and its successors;

"**Customer**" or "**Customers**" means individual, corporate or other business customers receiving Services through the Project and the Network pursuant to a customer agreement;

"**Designs**" means any and all plans, engineering designs, or construction drawings applicable to the design, construction, or installation of the Equipment, Tower and the Project, as the case may be, as mutually agreed upon by the parties from time to time, which designs as of the Effective Date are set forth within **Schedule "B"** attached to this Agreement;

"**Effective Date**" means the date of the execution and unconditional delivery of this Agreement by the Parties, or such other date as the parties agree in writing shall be the date upon which this Agreement comes into force;

"**Equipment**" means all wireless radio equipment, generators, base shelters, and any other equipment and materials or any components thereof required by TCC in order to construct, operate and maintain the Project, which Equipment:

- (a) is described or contemplated within **Schedule "B"** to this Agreement, and the final Designs and Specifications for the Project;
- (b) may be installed upon Towers owned by the Municipal District, or accessed by the Municipal District through the Site Agreement;

as amended or replaced from time to time by TCC through the operation and maintenance of the Project as part of the Network;

"**Event of Default**" has the meaning as ascribed thereto in Section 7.1;

"**Force Majeure**" means, as it pertains to a particular party, an event:

- (a) that was not controllable by the party;
- (b) that could not have reasonably been foreseen by that party is bona fide; and
- (c) includes (where they meet the aforesaid criteria):
 - (i) inclement weather;
 - (ii) acts of God;
 - (iii) vandalism or terrorism;
 - (iv) strikes or lock-outs;
 - (v) riots;
 - (vi) arson;
 - (vii) intervention by civil or military authorities; governmental regulations or orders; and
 - (viii) acts of war (declared or non-declared);

"**Grant Agreement**" means any grant agreement executed between the Municipal District and any grant funding agency providing grant monies for the funding of the Project including, without restriction, grant funding under any Final Mile Rural Community Program Grant Agreement;

"**Lease**" means the lease of the assets comprising the Project, as provided for within Section 6 of this Agreement;

"**Lease Commencement Date**" has the meaning as set forth in Section 6.1 of this Agreement;

"**Municipal District Representative**" means a person who, on notice to the TCC, is designated and authorized by the Municipal District to perform on its behalf any function under this Agreement;

"**Network**" means the broadly based wireless broadband network contracted and from time to time owned and operated by TCC;

"**Party**" means either TCC or the Municipal District, and "**Parties**" means both of the them;

"Planned Disruption" means a disruption in the Services intentionally planned by TCC, acting reasonably, for purposes of performing maintenance or upgrades in the ordinary course of operations;

"Prime Rate" means that reference rate of interest determined and announced by the Royal Bank of Canada as being its prime rate of interest for Canadian dollar commercial loans made in Canada and expressed as a per cent per annum;

"Project" means the Towers, Equipment, and Software described within **Schedule "B"** attached to this Agreement, together with all right, title and interest of the Municipal District in the Sites pursuant to the Site Agreement or otherwise;

"Project Costs" means any and all costs incurred by TCC in carrying of the Work, as contemplated within the Construction Budget or amendments thereto, which are invoiced to the Municipal District for payment;

"Regular Business Hours" means the hours during which TCC or the Municipal District normally operates being 8:30 a.m. to 4:00 p.m., Monday through Friday;

"Service Area" means the geographical area capable of being serviced by TCC through the operation of the Project;

"Services" means those services provided to the Customers and the Municipal District as described or otherwise contemplated within **Schedule "H"** attached to this Agreement;

"Sites" means those parcels of land, and/or building/structures for co-locations, on which the Towers and Equipment are or are to be installed and constructed, consisting of the location shown on **Schedule "C"** to this Agreement;

"Site Agreement" means tower site lease or license agreement(s), and/or tower/building co-location agreement(s), executed between the owner of the applicable Site as landlord/licensor and:

- (a) in the case of Sites owned by third parties, the Municipal District as tenant/licensee; or
- (b) in the case of Sites owned by the Municipal District, TCC as tenant/licensee subject to and in accordance with the terms of **Schedule "E"** attached to this Agreement;

in each case respecting a Site, where and when such agreements are applicable and/or necessary;

"Software" means any network management software or other software installed within or as part of the Project, and provided by TCC for the operation of the Project;

"Specifications" means any and all engineering, technical and construction industry specifications, applicable to the design, construction, installation or operation of the Equipment, Tower and the Project, as the case may be, as mutually agreed upon by the parties from time to time, which specifications as of the Effective Date are set forth within **Schedule "B"** attached to this Agreement;

"Subcontractor" means any party to whom TCC or a Contractor has subcontracted the whole or any part of the performance of its obligations under this Agreement;

"Taxes" means any and all business, property, and other taxes, duties, levies, fees, local improvement charges, assessments and charges imposed by any competent governmental authority and applicable to the ownership, possession, use, operation and maintenance of the Tower and any equipment and materials associated therewith including without limitation all provincial sales taxes and goods and services taxes but excluding the Municipal District's own income tax, if any;

"TCC Representative" means a person who, on notice to the Municipal District, is designated and authorized by TCC to perform on its behalf any function under this Agreement;

"Termination Date" means that date falling **five (5) years** following the completion of the construction of the Project;

"Towers" means all wireless communication towers, or other structures, forming part of the Project or otherwise utilized by way of co-location Site Agreement for the installation and operation of Equipment forming part of the Project;

"Unplanned Disruption" means a disruption in the Services which is not a Planned Disruption, excluding disruptions caused by:

- (a) vandalism or for other cause resulting in damage requiring replacement of major Project or Network components, until the expiry of three (3) clear Business Days following initial access by TCC (which TCC covenants to do promptly) to such vandalized or damaged portion of the Project or Network;
- (b) third party attacks via electronic and/or digital means, until expiry of three (3) clear Business Days from the time of the occurrence of the Unplanned Disruption; and
- (c) an event of Force Majeure, for which relief is provided under the terms of this Agreement;

"Work" means, but is not limited to, any design, construction and installation of the Project and its components, including all labour, products, construction machinery, equipment and services required therefore, all as more particularly described within the Designs and Specifications.

SCHEDULE "B" – PROJECT, DESIGNS AND SPECIFICATIONS

A. Project Description

The Project shall consist of a wireless broadband service network to provide coverage to unserved households within the Municipal District. The project includes the construction of no less than four (4) new tower sites and related broadband network equipment. The outcome of this project will be the provision of high-speed broadband service to approximately 100 potential subscribers in the unserved locations of the Municipal District. The Municipal District shall at all times retain the right to co-locate telecommunication equipment upon the Towers at a cost of \$1.00, and a recognition of a proportionate amount of the Municipal District's investment (including grant monies) in the applicable Tower amortized over its useful lifespan.

B. Designs

The Project shall consist of the specific property, assets and infrastructure as shall be agreed to by the parties, acting reasonably, failing which any dispute or impasse shall be determined by the Dispute Resolution Procedure attached as **Schedule "F"** hereto.

C. Specifications

The Parties to this Agreement mutually agree as follows:

1. General Specifications

All towers shall be compliance with all applicable statutes, regulations and codes, and in compliance with all Industry Canada standards and requirements.

Any additional general specifications shall be agreed upon by the parties, acting reasonably, failing which any dispute or impasse shall be determined by the Dispute Resolution Procedure attached as **Schedule "F"** hereto.

2. Shelter/Cabinet Specifications

Subject always to the specifications of all existing 3rd party-owned shelters secured and accessed by co-location, all shelters/cabinets shall consist of:

- (a) Subject always to actual size need, up to 7'-0" x 7'-0" Steel frame, steel clad, insulated equipment shelter, or functional equivalent; and
- (b) Subject to actual power requirements, a minimum of 6 – 220 watts solar panels and 400 amp hour of batteries off grid application.

3. Tower Specifications

Subject always to the specifications of all existing 3rd party-owned towers/structures secured and accessed by co-location, all towers shall consist of

- (a) Minimum of 40'-0 and a maximum of 99'-0 in height; and
- (b) Composite Tubular Design.

SCHEDULE "C" - TOWER SITES

Site Locations are determined based upon requirement of covering the Municipal District and practical site acquisition limitations, by TCC in accordance with Section 4.4 of this Agreement. The following table captures the site locations:

Site locations:

TOWER SITE LOCATIONS			
	Tower	Legal Land	Height (ft)
1.	Maycroft Tower	NW31-10-2 W5	40-99'
2.	Beaver Mines	NW-4-6-2 W5	40-99'
3.	Spread Eagle	SW14-29-3 W5	40-99'
4.	Gladstone	SW19-1-5 W5	40-99'

SCHEDULE "D" – CONSTRUCTION BUDGET, PAYMENT & FUNDING

A. Construction Budget

Subject always to revisions in accordance with the provisions of this Agreement, the Construction Budget shall consist of the following:

CONSTRUCTION BUDGET		
#	Item	Total
1.	4 Tower Structures delivered to location	\$66,400
2.	4 Tower Accessories (Safety cables, mounts etc.)	\$17,036
3.	4 Cabling and Patch Panels	\$4,000
4.	8 Data Switches	\$2,796
5.	4 Site Enclosures	\$14,000
6.	4 Power Systems	\$45,120
7.	4 Electronics Cabinets	\$4,796
8.	4 Sets of Radios and Antennas	\$14,664
9.	4 Fencing	\$16,000
10.	4 Site survey, prep and erection	\$81,188
TOTAL		\$266,000

The total does not include applicable goods and services tax, which shall be payable together with payment invoices by the Municipal District as contemplated within this Agreement.

B. Funding

Pursuant to Section 5.3 of this Agreement, the Project shall be funded as follows:

FUNDING COMMITMENTS/OBLIGATIONS		
Party/Source	Share (%)	Est. (\$)
Grant Agreement	75%	\$200,000
Municipality	13%	\$25,000* +\$8,660 =33,660
TCC	12%	\$32,340
TOTAL	100%	\$266,000

*Note - \$25,000 of the Municipality's contribution is to be funded by TCC as Design Engineering and planning cost of proposal were to be waived is AARD based contract is executed by the MD of Pincher Creek.

C. Security Interest

The Parties covenant and agree that upon payment of any Project Costs by TCC from the funding provided by the Municipal District pursuant to this Agreement, the subject matter of that payment shall become the property of the Municipal District as contemplated under this Agreement and the *Sale of Goods Act*. In this regard, the Parties further acknowledge that the Municipal District shall:

1. shall hold a security interest in all such property forming a part of the Project as contemplated under Section 26 of the *Sale of Goods Act*; and
2. be entitled to maintain registration of a notice of its security interest at the Alberta Personal Property Registry with or without provision of notice or copy of such registration to TCC.

SCHEDULE "E" – TRANSFER PROCESS

Upon the Termination Date, subject to Section 6.6 of this Agreement, the ownership of the Equipment and the Towers, excluding the Sites, shall be transferred to TCC and the following provisions and process shall apply:

1. **Transfer** - in the event of the completion of the service obligations of TCC as contemplated within **Schedule "H"** and the operational obligations as contemplated in Section 6 of this Agreement, the title to and ownership of the Equipment and the Towers shall be transferred to TCC as set forth below.
2. **Covenants of the Municipal District** - with respect to the transfer of the Equipment and the Towers:
 - (a) Condition – the Equipment and the Towers shall be transferred to, and accepted by, TCC on an "as is, where is" basis;
 - (b) Third Party Sites – in the case of any Site Agreements for Sites that are owned by third parties, the Municipal District shall transfer and assign any such third part Site Agreements to TCC; and
 - (c) Municipal District Sites - in the case of any Sites owned by the Municipal District, the Municipal District will grant to TCC the Municipal District's then standard or typical Site Agreement which will include, without restriction, the following terms and conditions:
 - i. rent payable under the Site Agreement shall be agreed upon by the parties, acting reasonably, failing which any dispute or impasse shall be determined by the Dispute Resolution Procedure attached as **Schedule "F"** hereto.
 - (d) Co-location - the Municipal District shall retain, and TCC shall facilitate and grant to the Municipal District, the right to co-locate telecommunication equipment upon the Towers at a cost of \$1.00, and a recognition of a proportionate amount of the Municipal District's investment (including grant monies) in the applicable Tower amortized over its useful lifespan.
3. **General:**
 - (a) Execution and Delivery of Further Documents - Each of the Municipal District and TCC shall execute and deliver any and all documents, instruments and assurances necessary to complete the transfer of the ownership of the Equipment and the Towers pursuant to the intent and provisions of this Agreement.
 - (b) Treatment of Assets Pre-Closing - Until the Closing, the Equipment and the Towers shall remain at the risk of the Parties, in proportion to their ownership interest contemplated in Section 5.10
 - (c) Treatment of Assets Post-Closing - From and after the Closing, TCC will assume any and all obligations, commitments and liabilities of the Municipal District arising, directly or indirectly, in connection with the Equipment and the Towers.

SCHEDULE "F" – DISPUTE RESOLUTION PROCEDURE

1. **Definitions** - In this Schedule, the following words and phrases have the following meanings:
 - (a) "**Arbitrator**" means the person appointed to act as such to resolve any Dispute;
 - (b) "**Arbitration**" means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
 - (c) "**Dispute**" means any disagreement or controversy between the Parties concerning any matter arising out of this Agreement;
 - (d) "**Disclosed Information**" means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
 - (e) "**Mediation**" means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
 - (f) "**Mediator**" means the person appointed to facilitate the resolution of a Dispute between the Parties;
 - (g) "**Party**" means a party to the Agreement to which this Dispute Resolution Procedure is attached, and "Parties" means more than one of them; and
 - (h) "**Representative**" means an individual who has no direct operational responsibility for the matters comprising the Dispute who holds a senior position with a Party and who has full authority to settle a Dispute.
2. **Dispute Process** - In the event of any Dispute, the Parties agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a Dispute in the following order:
 - (a) first, by negotiation;
 - (b) second, by way of Mediation; and
 - (c) third, by arbitration, if mutually agreed to in writing at the time of the Dispute, by the Parties.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the parties within Agreement to which this Schedule is attached.

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

4. **Mediation** - If the Representatives cannot resolve the Dispute within such thirty (30) day period, then the Dispute shall be referred to Mediation. Any one of the Parties shall provide the other Party with written notice ("Mediation Notice") specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated. If the Mediation is not completed within sixty (60) days from the date of receipt of the Dispute Notice, the Dispute shall be deemed to have terminated and failed to be resolved by Mediation.

5. Arbitration

- (a) If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the dispute, the Dispute shall be submitted to binding Arbitration. One of the Parties may provide the other Party with written notice ("Arbitration Notice") specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;
- (b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The *Arbitration Act* (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language;
- (c) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00; or
 - (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.
- (d) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (e) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.

6. **Participation** - The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary and notwithstanding that litigation may have commenced as contemplated in this Schedule.

7. **Location** - The place for Mediation and Arbitration shall be Edmonton or Calgary, Alberta, as the Parties may agree upon.

8. **Selection of Mediator and Arbitrator** - If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be appointed by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.

9. **Costs** - Subject to clause 5(d) of this Schedule in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

10. **Disclosed Information** - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any

matter that is a subject of this Agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

11. Litigation and Limitations Act - No Party shall commence litigation concerning the Dispute until the negotiation and Mediation processes have concluded. The Parties agree that during the time any Dispute is subject to the negotiation and Mediation processes, the limitation periods set forth in the *Limitations Act* (Alberta) shall be stayed. The limitation periods shall be reinstated once the Mediation terminates or is deemed terminated so that each of the Parties shall have the respective rights and remedies that were available to them before the commencement of these processes. Any Party may commence litigation on any date, if necessary, to preserve its legal rights and remedies if the commencement of litigation after that date would otherwise be banned by any applicable limitation period or if the commencement of litigation is otherwise necessary to prevent irreparable harm to that Party.

12. Confidentiality - The Parties agree that there is a real risk that substantial damage to a Party's commercial interests may result if Disclosed Information or Confidential Information is obtained by third parties because a Dispute becomes the subject matter of litigation. The Parties agree not to contest or oppose, directly or indirectly, an application by a Party to the court, that the court's file relating to such litigation, including this Agreement and supporting financial information, be sealed upon commencement of the litigation.

SCHEDULE "G" – REPORTING REQUIREMENTS

Upon completion of construction of the Project, and at all times during the Lease, TCC shall, without limiting any other obligations in this Agreement, at its sole cost, comply with the following reporting provisions:

1. Final Report

No later than sixty (60) days after the completion of the Project, TCC shall provide the Municipal District with a final report which shall include:

- (a) a list of activities completed by TCC in relation to the Project, including tower access point locations;
- (b) a financial report detailing all expenditures for the Project; and
- (c) any other information requested by the Municipal District.

Upon acceptance of the final report, the Municipal District shall issue a construction completion certificate which provides the date of the transfer, as contemplated in Section 6.6 of this Agreement.

2. Outcome Reports

On an annual basis for at least two consecutive years following the completion of the Project, TCC shall provide the Municipal District with a written report detailing:

- (a) Project outcomes, including the number of new households that have access to Services as a direct result of the Project;
- (b) the quality of the new Services from the Project; and
- (c) the benefits and community impacts resulting from the operation of the Project.

SCHEDULE "H" - SERVICES

The Services provided by TCC shall consist of the following:

A. Operational Services

TCC shall operate and maintain the Project as part of the Network in accordance with the provisions of this Agreement including, without restriction, the provisions of Article 6 of this Agreement.

TCC shall provide un/underserved rural locations that include Alberta households, businesses and planned growth areas with high speed internet service at a minimum speed of 1.5 Mbps download.

B. Broadband Internet Services

TCC shall provide broadband internet services to all Customers within the Service Area substantially the same as TCC offers and provides to customers of its own internet network including, without restriction, the following:

1. **Customer Support Service** – to all Customers substantially the same customer support service as TCC provides to customers of its own internet network.
2. **Service Contract** – provide to all prospective Customers a standard service contract governing the provision of the broadband internet services to the Customers. Such contract shall be agreed upon by the Parties from time to time, and shall either be executed by the Municipal District or by TCC for and on behalf of the Municipal District, as the legal and beneficial owner of the Project. Form and content of the contract utilized shall be subject to review and approval by the Parties;
3. **Additional Services** - such additional and/or enhanced services as TCC may offer from time to time to all its customer at a direct cost and billing to the customer.
4. **Billing** – attend to the preparation of monthly invoices, and the conveyance of same to all Customers (by way of e-mail, or other method normally provided by TCC in the operation of its business);
5. **Rates** – provide the service contemplated herein as the rates charged or otherwise offered from time to time by TCC to all of its customers for similar services, as amended from time to time. GST shall be paid and/or charged where applicable; and
6. **Receivables and Accounting** – TCC shall receive all revenue from all set-up fees, and monthly fees charged to Customers, and TCC shall be responsible for collecting and receiving all receivables and collections.

MD OF PINCHER CREEK

SEPTEMBER 18, 2014

TO: Wendy Kay, CAO

FROM: Leo Reedyk, Director of Operations

SUBJECT: DISASTER RECOVERY PROJECT CONTRACT APPROVALS

1. Origin

During the rain event of June 2013, the Municipal District sustain damage to numerous roads and bridges. The Provincial Disaster Recovery Program is funding the repairs.

2. Background:

Most of the smaller projects were completed quickly as they required grading of roads and reshaping ditches that were eroded. The larger projects were preapproved to the pretender estimates and were significantly completed during the summer of 2014.

As the Disaster Recovery Program has approved these projects to an upset amount, administration requested that Council approve the Reeve and CAO to sign the contracts for those projects as long as they are under the preapproved amount. If the Contracts are more than is preapproved, the contract will need to be forwarded to Disaster Recovery Program Staff for approval prior to bringing the contract back to Council for approval. In all cases the engineering costs were funded separate from the project cost with the exception of the Cottonwood Bridge.

On September 17, 2014, staff toured with WSP and Disaster Recovery personnel to review the three remaining sites. They are:

- Goat Creek Bridge (BF 78705) on the Lost Creek Road – SW 29-6-4-W5. The preapproved amount for the project was \$160,000. The low tender for the project was \$466,800 from Volker Stevin Highways Ltd. During the review of the site, the scope of the project was found to match the scope of the tender and the funding for the tender was approved by Disaster Recovery.
- Cottonwood Bridge (BF 1135) over the Oldman River below the Dam – SE 16-7-29-W4. The preapproved amount for the project was \$3,550,000 including

engineering. The low tender for the project was \$3,202,751 from Graham Infrastructure LP plus estimated engineering cost of \$511,768 and potential site occupancy bonus of \$8,000 for a total projected cost of \$3,722,519. As the scope was found to be the same as tendered and the project was preapproved as an enhanced repair, DRP staff were not prepared to approve additional funds to cover the estimated \$172,000 shortfall. WSP is working with their design team and Graham Infrastructure Inc. to determine if efficiencies can be realized to allow the project to move forward without additional funds.

- Spread Eagle Road right of way washout – NW 22-3-30-W4. Yarrow Creek has washed out the Right of Way adjacent to the road to within 3 meters of the road surface. Initially the estimate of \$20,000 was approved. During the design review, Alberta Environment and Sustainable Resource Development required the road be shifted to the north to allow the rip rap protection to be further from the driving surface of the road. This pushed the pre tender amount of the project to \$100,000. As this is viewed as a mitigation project rather than recovery project as the road surface was not damaged, Disaster Recovery staff have indicated they are prepared to pay 65% of projected cost if the project is no more than \$100,000 or 60% if the project is over \$100,000.

It is recommended that all of these projects proceed.

3. Recommendation:

THAT the report from the Director of Operations, dated September 18, 2014 regarding the Disaster Recovery Project Contract Approvals be received;

AND THAT Council approve the Reeve and CAO to sign the Disaster Recovery Project contract on behalf of the Municipality for the Goat Creek Bridge to Volker Stevin Highways Ltd. for \$446,800;

AND FURTHER THAT Council approve the Reeve and CAO to sign the Disaster Recovery Project contract on behalf of the Municipality for the Cottonwood Bridge to Graham Infrastructure LP for \$3,722,519 with a maximum of \$172,000 funded from the Municipality's Capital Reserve for road construction (6-12-0-767-6760) if efficiencies cannot be realized with the engineering or contractor.

AND FURTHER THAT Council approve the Reeve and CAO to sign Disaster recovery project contracts on behalf of the Municipality for the Spread Eagle Road for funding of 35 to 40 % of the project cost ~~600~~ funded from the Municipality's Capital Reserve for road construction (6-12-0-767-6760) once tendered to allow the repair to be begin once tendered.

Respectfully Submitted,

A handwritten signature in black ink that reads "Leo Reedyk". The signature is written in a cursive style with a large initial "L" and "R".

Leo Reedyk

Attachments:

Reviewed by: Wendy Kay, Chief Administrative Officer

Date: *Sept 18/14*

A handwritten signature in black ink that reads "Mat Bennett for Wendy". The signature is written in a cursive style.



September 8, 2014

File: 131-23609-00-C (D)

M.D. of Pincher Creek No. 9
P.O. Box 279
753 Kettles Street
Pincher Creek, AB T0K 1W0

RECEIVED

SEP 16 2014

ATTENTION: Leo Reedyk, Director of Operations

M.D. OF PINCHER CREEK

RE: Contract No. 131-23609-00-C(D)
Bridge File 78705
Goat Creek - Lost Creek Road (SW 29-6-4-W5)
Bridge Reconstruction and Other Work

Tenders have been received from a total of two (2) bidders for the above noted project on September 4, 2014. The low bidder was **Volker Stevin Highways Ltd.** with a total tender value of **\$397,000.00**. We have reviewed the bid submitted by Volker Stevin Highways Ltd. and found have met the requirements at the bid stage. The anticipated costs for the above noted project are as follows:

	Totals
Construction Costs (Less Site Occ.)	\$ 383,000.00
Contingency (10%)	\$ 38,300.00
Potential Site Occ. Bonus (3 days)	\$ 1,500.00
Engineering	\$ 24,000.00
Subtotal	\$ 446,800.00

The above totals do not include GST.

Please advise WSP of the M.D.'s direction as to the award of this contract to **Volker Stevin Highways Ltd.** The complete listing of the Official Tender Results and the Tender Summary have been attached for your information. Please contact this office should you require any further information or clarification.

Yours truly,

for Russell Pinchak, Area Manager
/ts

Attachments

cc: Kurt Petrica, P. Eng., WSP
Jim Bester, P. Eng., WSP
Ming Jiao, P. Eng., Team Lead, WSP

WSP Canada Inc.
7710 Edgar Industrial Court
Red Deer AB T4P 4E2
www.wspgroup.com



RECEIVED

SEP 16 2014

M.D. OF PINCHER CREEK



September 10, 2014

File: 141-14313-00

M.D. of Pincher Creek No. 9
P.O. Box 279
1037 Herron Avenue
Pincher Creek, AB T0K 1W0

ATTENTION: Leo Reedyk, Director of Operations

RE: **Contract No. 141-14313-00**
Bridge File 1135
Oldman River - Range Road 293
Bridge Construction and Other Work

Tenders have been received from a total of eight (8) bidders for the above noted project on September 4, 2014. The low bidder was **Graham Infrastructure LP** with a total tender value of **\$3,292,351.00**. We have reviewed the bid submitted by Graham Infrastructure LP and found have met the requirements at the bid stage. The anticipated costs for the above noted project are as follows:

	Totals
Construction (Less Site Occ.)	\$ 3,202,751.00
Potential Site Occ. Bonus (Est. 10 days)	\$ 8,000.00
Engineering (Budget of Sept. 24, 2013)	\$ 511,768.00
Totals	\$ 3,722,519.00

The above totals do not include GST.

Please advise WSP of the M.D.'s direction as to the award of this contract to **Graham Infrastructure LP**. A contract cost estimate "D" is attached along with the complete listing of the Official Tender Results and the Tender Summary for your information. Please contact this office should you require any further information or clarification.

Yours truly

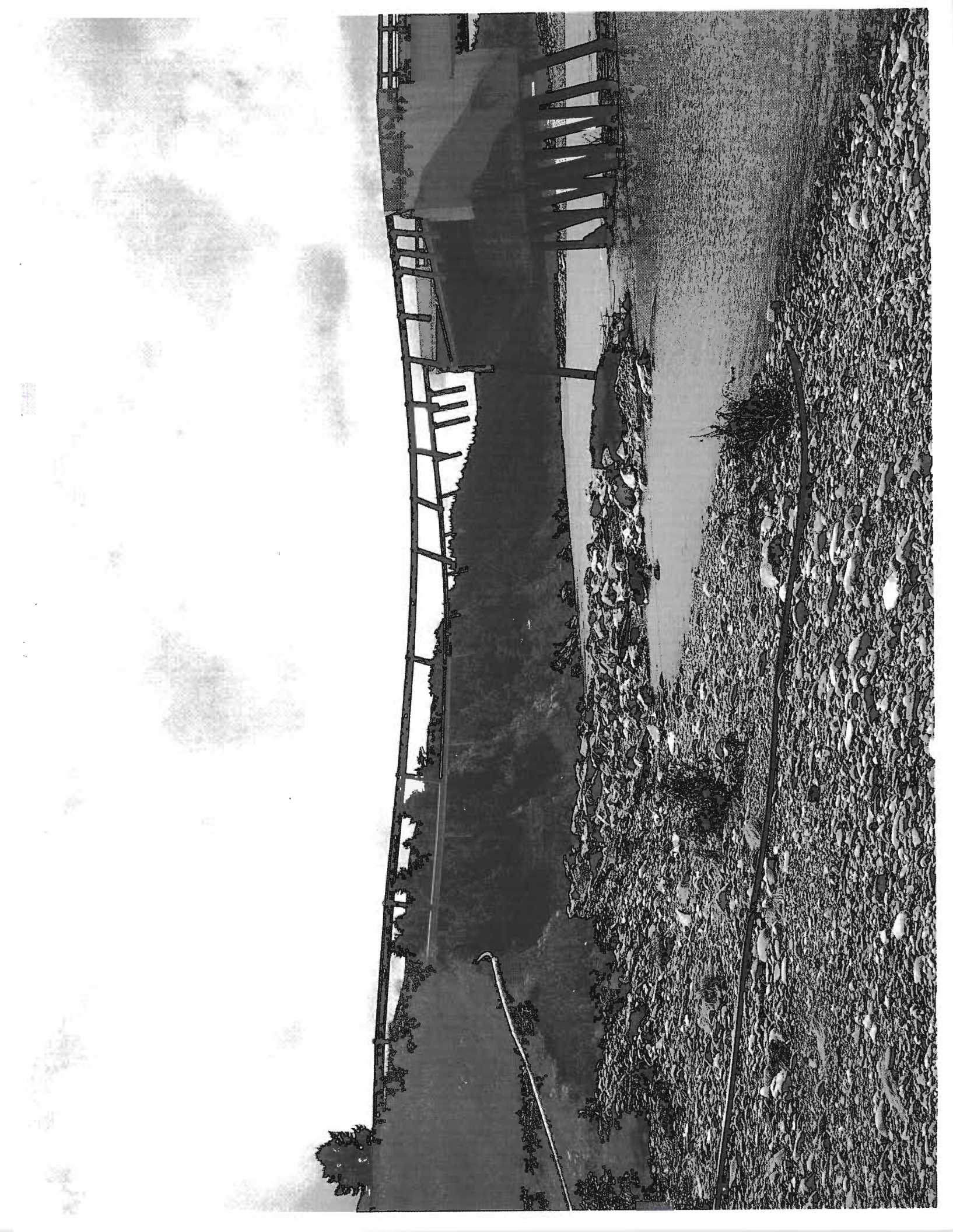
for Russell Pinchak, Area Manager

Attachments

/ts

cc: Ming Jiao, P. Eng., Team Lead, WSP
Jim Bester, P. Eng., Lethbridge, WSP

WSP Canada Inc.
7710 Edgar Industrial Court
Red Deer AB T4P 4E2
www.wspgroup.com





NW 22 2-30-4

TWP ROAD 3-4
(897LK)

RIP RAP AREA=72.6 m²
INSIDE OF ROAD ROW

RIP RAP LENGTH=101m

RIP RAP AREA=153.7 m²
OUTSIDE OF ROW

See Detail 'A'

RIP RAP WILL
FOLLOW CONTOURS OF
BANK WHEN POSSIBLE

RIP RAP AREA=104.1 m²
OUTSIDE OF ROW

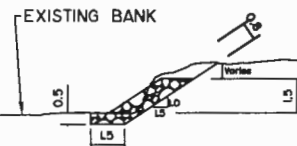
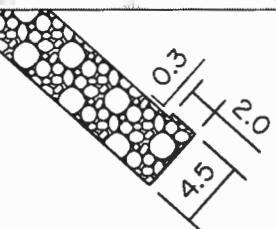
YARROW CREEK

EXISTING BANK

EXISTING BANK

NW 22 2-30-4

Detail 'A' Key-in Area



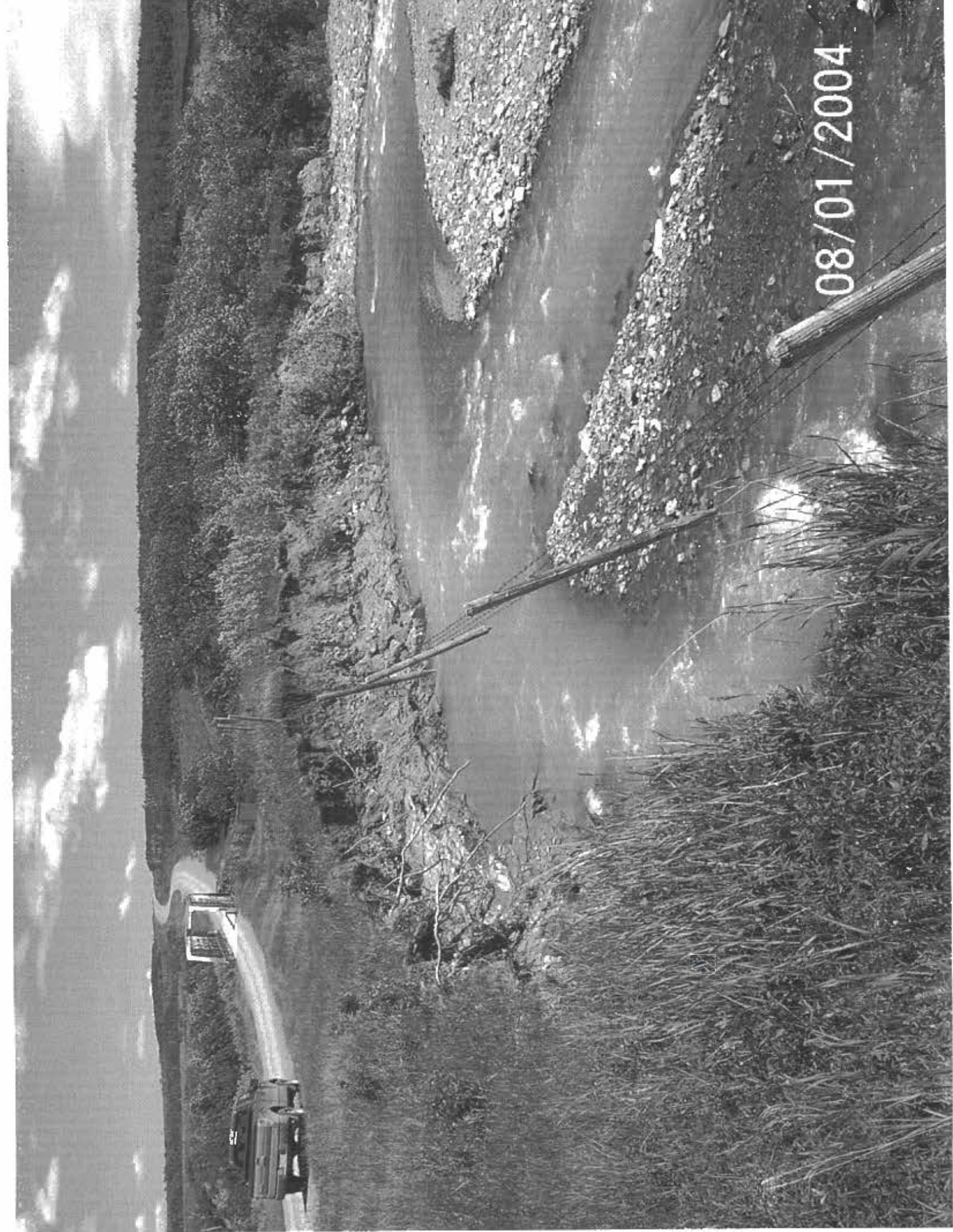
Cross Section B-B (typ.)

M.D. OF PINCHER CREEK
 SPREAD EAGLE ROAD

NO.	DATE	DESCRIPTION
1	08/21/14	ISSUED FOR BIDDING

PROJECT NO.	131-23609-00	DATE	AUGUST 2014
DRAWN BY	J. HENNING	SCALE	AS SHOWN
CHECKED BY	J. HENNING	DATE	
APPROVED BY	R. FROST	DATE	
SECTION: TRANSPORTATION			
PROJECT: SPREAD EAGLE ROAD			
PROJECT NUMBER	23609-30-01	SHEET NO.	0
FOR REVIEW			

08/01/2004



Director of Operations Report September 18, 2014

Operations Activity Includes:

- September 4, Public Works Capital Planning session;
- September 9, Regular Council meeting;
- September 10, Joint worksite health and safety meeting;
- September 11, Staff meetings;
- September 12, Start-up meeting for RR 2-0 east of Lundbreck;
- September 15, Patton Park Committee meeting;
- September 17, DRP project inspection.

Agricultural and Environmental Services Activity Includes:

- ASB Meeting (September 4)
- Will miss AAAF South Region Meeting in Brooks (September 4)
- Joint Health and Safety meeting (September 10)
- Weed Program – A bit rain delayed so very similar to August 15 – 30 (September 1 – 15)
 - Spraying the few Leafy Spurge patches that aren't hosting a biocontrol population
 - Going through mapping to see where to start with fall spraying (large patches that will come back in the fall, of most weeds)
 - Canada Thistle, Sweet Clover and Perennial Sow Thistle spraying on roadsides
- Compiling spray and safety records (September 3 - 5)
- Compiling crew mapping data and entering into ArcMap (ongoing)
- Assisting producers with EFP's and Growing Forward applications (ongoing)

Public Works Activity Includes:

- Swamp project virtually complete just needs shoulder clean up;
- Maycroft road Cold Mix underway looking for completion on 19th;
- Scraped out dead animal bin at Hwy 507;
- Spot hauling gravel as needed;
- Flood projects ongoing;
- Grass cutting ongoing.

Upcoming:

- September 23, Regular Council meeting;
- September 25, Staff meetings;
- September 30, Capital Plan
- October 1, Public Works Safety meeting;
- October 2, Agricultural Service Board meeting.

Recommendation:

That the Operations report for the period September 4, 2014 to September 18, 2014 be received as information.

Prepared by: Leo Reedyk

Leo Reedyk

Date: September 18, 2014

Reviewed by: Wendy Kay

Mat Bonnet for Wendy

Date: *Sept 18/14*

Submitted to: Council

Date: September ²³~~18~~, 2014

September 16th, 2014

TO: Reeve and Council

FROM: Mat Bonertz, Director of Finance and Administration

SUBJECT: **Cash Requirements through May 2015**

1. Origin

For some years now the M.D. has used overdraft protection to cover our cash requirements prior to tax revenue being received in May of each year. As bank overdraft rates have been consistently low during these years the cost to Municipality has been seen as acceptable.

2. Background/Comment

A portion of our capital purchases each year are funded by reserves. These reserves are offset by our bond investments (for the most part). To this point our capital projects have been funded from our cash on hand rather than the use of the bond investments. Each year we are running out of cash earlier and earlier. Last year we were in overdraft in December and for 2014 it looks like we will be out of cash in October. The interest rates at the bank continue to be low. As the indication is we could rely on overdraft protection for a period of 8 months this year and as our Nesbit Burns bond investments market value dropped by 2.23% last year it would now seem appropriate to cash in these investments rather than using overdraft protection.

Attached is a report showing our actual cash position since 2011 and a projection of what it may look like by May of 2015. By the end of April 2015 it is projected we will be 3.7 million overdrawn. The market value of our Nesbit Burns bond investments at the end of August was \$3,923,733.02. Unless the M.D. is prepared to go into overdraft for 2/3 of the year it would seem appropriate to start disposing of the bond portfolio as cash is required. As Nesbit Burns had a negative rate of return in 2013 they would seem to be the likely bonds to dispose of.

3. Recommendation

That the report from the Director of Finance and Administration, dated September 16th, 2014, regarding cash requirements through May 2015 be received as information

And that the Director of Finance and Administration be authorized to sell the Nesbit Burns bond portfolio as cash is required over the next 8 months.

Respectfully Submitted,



Mat Bonertz, Director of Finance and Administration

Reviewed By: Wendy Kay C.A.O.



Date: September 16th, 2014

M.D. of Pincher Creek No.9

Bank Balance Projections thru May 2015

	Year	January	February	March	April	May	June	July	August	September	October	November	December
Estimated		Estimated	Estimated	Estimated	Estimated	Estimated							
Revenue	2015	740,971.35	550,148.83	819,213.46	391,721.17	9,373,810.44							
Cheques		1,549,504.09	970,448.00	1,587,351.20	1,066,134.17	1,161,183.09							
Bank Statement		-1,902,793.09	-2,323,092.25	-3,091,230.00	-3,765,643.00	4,446,984.35							
Aactual/Estimated										Estimated	Estimated	Estimated	Estimated
Revenue	2014	1,257,151.27	1,381,325.83	1,574,867.84	850,047.05	9,883,122.09	862,159.85	1,793,740.00	1,364,054.10	2,100,000.00	2,150,000.00	723,669.28	2,296,517.64
Cheques		2,858,314.99	1,364,838.82	1,575,534.69	1,058,197.69	876,491.15	8,301,735.46	1,711,667.49	1,311,379.57	2,457,585.64	2,406,670.47	2,281,051.07	1,642,316.76
Bank Statement		-832,381.66	-655,887.38	-557,804.86	-721,967.68	7,950,954.52	524,241.30	509,141.01	423,176.67	65,591.03	-191,079.44	-1,748,461.23	-1,094,260.35
Actual													
Revenue	2013	192,671.89	304,687.33	689,180.40	475,991.94	9,317,229.10	1,512,056.95	594,076.67	1,185,231.53	280,180.75	1,845,513.55	1,301,417.23	898,536.87
Cheques		1,719,201.37	945,214.84	2,048,953.52	1,534,494.50	1,487,202.49	3,035,626.64	1,930,120.76	2,035,280.97	3,352,827.39	3,117,040.78	2,283,692.38	1,705,388.03
Bank Statement		110,413.77	-837,404.38	-1,806,059.03	-1,813,272.77	5,141,678.66	1,174,514.67	713,435.42	865,310.33	559,083.83	1,397,293.82	1,044,800.28	1,016,633.36
Actual													
Revenue	2012	1,311,661.06	314,960.47	348,193.05	87,216.56	9,574,015.39	784,608.70	259,675.75	261,580.73	605,747.98	825,881.35	488,407.08	5,571,610.52
Cheques		446,999.33	783,010.19	1,131,766.46	1,030,749.65	1,228,556.66	1,215,318.42	1,363,975.38	815,350.66	2,122,132.79	2,935,693.92	2,790,918.12	1,386,933.26
Bank Statement		1,293,028.83	258,353.31	468,274.41	-483,128.13	2,952,187.00	540,329.44	474,541.24	516,981.13	656,628.51	413,932.74	33,158.96	298,350.07
Actual													
Revenue	2011	116,074.43	135,526.68	569,170.19	107,991.70	7,628,780.75	583,200.99	216,192.35	164,515.67	316,177.51	1,546,123.37	317,950.28	218,738.95
Cheques		992,975.94	675,666.23	1,408,216.01	516,885.03	917,198.60	1,470,518.36	226,530.76	672,119.60	1,683,056.24	956,985.11	1,569,227.58	1,691,125.57
Bank Statement		254,930.07	186,392.93	461,308.14	335,180.17	3,412,496.07	418,411.18	398,541.65	208,523.04	354,568.82	1,216,388.25	293,454.20	686,560.08

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

E3b**Month Ending August 2014**

BANK STATEMENT C.I.B.C.	August	July
General Accounts		
Bank Statement Balance	423,178.67	509,141.01
Deposits After Month End	3,596.97	607.99
Cash On Hand	300.00	300.00
Incorrect Telebanking	0.00	0.00
Outstanding Cheques	(70,763.39)	(204,790.88)
Month End Cash Available (- Overdrawn)	356,312.25	305,258.12

M.D.'S GENERAL LEDGER	August	July
Balance Forward from Previous Month	305,258.12	223,185.82
Revenue for the Month:		
Receipts for the Month	263,804.48	191,722.70
Interest for the Month	249.62	2,017.30
Transferred from T-Bill Account - General	1,100,000.00	1,600,000.00
Prior Period Adjustments	0.00	0.00
Disbursements for the Month:		
Cheques Written	(1,006,277.11)	(1,400,923.73)
Payroll Direct Deposits and Withdrawals	(296,058.54)	(296,344.37)
Electronic Withdrawals - Utilities and VISA	(9,670.45)	(14,024.23)
Banking Transaction Fees	(183.67)	(375.37)
Bank Overdraft Fees	0.00	0.00
Requisition & Debenture Payments	0.00	0.00
NSF Cheque	(810.20)	0.00
Transferred to T-Bill Account - General	0.00	0.00
M.D.'s General Ledger Balance at Month End	356,312.25	305,258.12

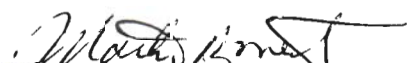
SHORT TERM INVESTMENTS - C.I.B.C.	August	July
T-Bill Funds for General Account	2,452,364.94	3,552,354.94
T-Bill Funds Public Reserve Trust	215,222.71	215,222.71
T-Bill Funds Bridge Repair Advances	105,371.82	105,371.82
T-Bill Funds MSI Capital Grant Advances	2,791.49	2,791.49
T-Bill Funds Performance Bonds	35,624.52	35,624.52
T-Bill Funds Lottery Board Account	2,182.38	2,182.38
T-Bill Funds Regional Water Advance	2,086.67	2,086.67
T-Bill Funds Federal Gas Tax Grant Advance	709,959.81	709,959.81
T-Bill Funds Tax Forfeiture Land Sales	3,474.48	3,474.48
	3,529,078.82	4,629,068.82

LONG TERM INVESTMENTS	August	July	Annual Rate	Original	Original
Financial Institution	Market Value	Market Value	of Return	Investment	Investment
			in 2013	Date	Amount
C.I.B.C. Wood Gundy - Bonds	7,899,554.00	7,882,908.71	1.49%	Nov-88	1,255,915.75
Bank of Montreal Nesbitt Burns - Bonds	3,923,733.02	3,909,092.11	(2.23)%	Jul-99	2,000,000.00
	11,823,287.02	11,792,000.82			3,255,915.75

COMMENTS

September Items of Note	Amount
Revenue In -	
Expense Out - School Requisitions	(635,000.00)
Expense Out - Debenture Payments	(107,000.00)

This Statement Submitted to Council this 23rd Day of September 2014.


 Director of Finance and Administration

CHIEF ADMINISTRATIVE OFFICER'S REPORT

E4a

SEPTEMBER 6, 2014 TO SEPTEMBER 17, 2014

DISCUSSION

- September 9, 2014 Policies and Plans
- September 9, 2014 Regular Council
- September 11, 2014 Emergency Services
- September 11, 2014 Elected Officials
- September 12, 2014 Ortho Photos – Lethbridge
- September 15, 2014 Patton Park – Lundbreck
- September 16, 2014 Cowley Council

UPCOMING:

- September 19, 2014 Foothills Little Bow
- September 23, 2014 Policies and Plans
- September 23, 2014 Regular Council
- September 30, 2014 Capital Plan
- October 1, 2014 Joint Funding
- October 2, 2014 MD Open House
- October 6, 2014 Joint Council
- October 7, 2014 Operating Budget
- October 7, 2014 Strategic Planning
- October 7, 2014 Subdivision Authority
- October 7, 2014 Municipal Planning Commission
- October 14, 2014 Policies and Plans
- October 14, 2014 Regular Council
- October 15, 2014 Regional Meeting

OTHER

➤ Budget Preparation

RECOMMENDATION:

That Council receive for information, the Chief Administrative Officer's report for the period of September 6, 2014 to September 17, 2014.

Prepared by: CAO, Wendy Kay Date: September 17, 2014

Presented to: Council Date: September 23, 2014

Tara Cryderman

From: Wendy Kay
Sent: Tuesday, September 9, 2014 8:37 AM
To: Tara Cryderman
Subject: FW: AEDA Invitational event: October 8, 2014-Lethbridge
Attachments: Todd Hirsch Bio.pdf; Report on Competitiveness - Alberta 2013.pdf; Invitation to AEDAs Report on Competitiveness AlbertaSW.pdf

From: Bev Thornton [mailto:bev@albertasouthwest.com]
Sent: September-09-14 8:33 AM
To: Cindy Cornish; Clayton Gillespie; 'Cynthia Vizzutti'; David Connauton; Gregory Brkich; 'Holly Fausett'; Janet Edwards-Hill Spring; Kathy Wiebe ; Ken Anderson; 'Kris Hollbeck'; Kurtis Pratt; 'Laurie Wilgosh '; Lisa Lockton; Lorreen Drockner; Marianne Morrison; 'Murray Millward'; Scott Barton; Sheldon Steinke; Wendy Kay
Subject: AEDA Invitational event: October 8, 2014-Lethbridge

Dear AlbertaSW CAOs,

You and your councils and economic development committees are invited.

Space is a bit limited, but, if interested **PLEASE RSVP before October 1, 2014 to bev@albertasouthwest.com** before end of September!

Sponsored by Alberta Innovation and Advanced Education, SouthGrow and Alberta SouthWest

Meet with members of the Board of Alberta Economic Development Authority (AEDA) and hear a presentation of the *AEDA Report on Competitiveness: Alberta 2013*.

The report looks at 70 indicators (attached).

Alberta is ranked first or second in 26 of these categories compared to other provincial and international jurisdictions.

The report identifies key areas to focus on and highlights where improvements can be made.

October 8th, 2014

9:30 – 11:30 am

Lethbridge Provincial Building.

Todd Hirsch is a member of the AEDA board and will be a featured presenter.

Attachments:

- Invitation & RSVP (**seating is limited**)
- Todd Hirsch Bio
- AEDA Report on Competitiveness

To learn more about the AEDA organization visit <http://aeda.alberta.ca/who-we-are.aspx>.

This is an excellent opportunity for rural Alberta to join the conversation on Economic Development!

Todd Hirsch Biography



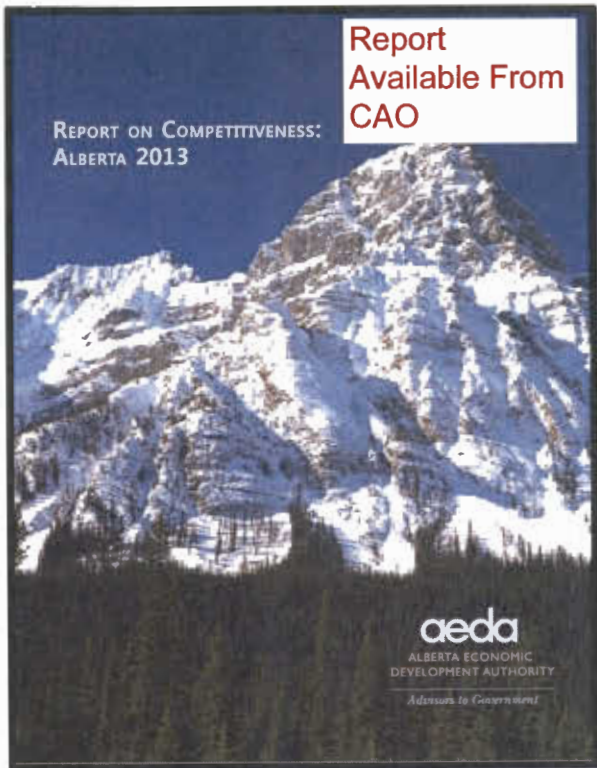
Todd Hirsch is Chief Economist with ATB Financial and has previously served as Chief Economist with Canada West Foundation and as an Economist with the Bank of Canada. As Chief Economist with ATB Financial, Mr. Hirsch makes more than 150 presentations annually on Alberta's economy. Mr. Hirsch's community and board experience includes National Director of the Canadian Association of Business Economics and Board Chair of the Calgary Arts Academy. In 2012, Mr. Hirsch was awarded the Queen's Diamond Jubilee Medal and was named one of Alberta's 50 Most Influential People by Alberta Venture.

Mr. Hirsch has a Bachelor of Arts with Honours (Economics) from the University of Alberta and a Master of Arts (Economics) from the University of Calgary. In 2012, Mr. Hirsch released his first book entitled, "The Boiling Frog Dilemma: Saving Canada from Economic Decline". Mr. Hirsch resides in Calgary.

AEDA Report on Competitiveness

Presented by Todd Hirsch

AEDA Board Member and Chief Economist of ATB Financial



*Where does Alberta maintain its competitive edge and what areas need improvement?
...Let's start the conversation.*

We invite elected officials and business leaders to join us for a comprehensive presentation and discussion on the Alberta Economic Development Authority's (AEDA) newly released *Report on Competitiveness: Alberta 2013*.

The report looks at 70 indicators. Alberta is ranked first or second in 26 of these categories compared to other provincial and international jurisdictions. The report identifies key areas to focus on and highlights where improvements can be made.



Attend the AEDA Report on Competitiveness presentation and join in on the conversation about Alberta's competitiveness today and into the future.

AEDA Report on Competitiveness

October 8, 2014

9:30 – 11:30 am

Room 126

Lethbridge Provincial Building
200, 5th Avenue South, Lethbridge

No charge. Pre-registration is required by **October 1, 2014 (seats are limited)**

Register by email to bev@albertasouthwest.com



*Council
Corresp - Action*
RECEIVED
F1b
SEP 11 2014
M.D. OF PINCHER CREEK

Memorandum

From: Karen Ferguson
Assistant Deputy Minister
Early Childhood and Community
Supports

Our File Reference: AR 46496

Your File Reference:

To:

Date: August 26, 2014

Phone: 780-422-2486

Fax: 780-422-9045

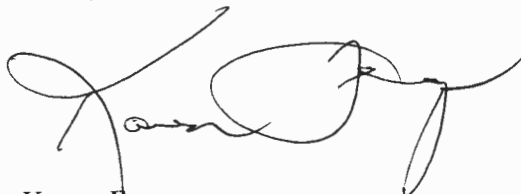
Subject: **#8000 Mentors Campaign**

On July 16, 2014 the Honourable Manmeet S. Bhullar, Minister of Human Services, launched #8000mentors, a collaborative project with government and Big Brothers Big Sisters to increase the number of mentors for children and youth in care. I am requesting your help in promoting this important initiative within your staff, community and business connections.

Studies have shown that children with caring adult role models do better in school, have higher self-esteem, develop healthier relationships and make more positive choices. Foster parents and social workers do an incredible job supporting children in care – but they can't do it alone. Kids in care belong to all of us. Let's work together to create hope and opportunity for all young people in Alberta.

Enclosed are #8000mentors promotional items, including posters and postcards. To help create awareness, you may want to take a selfie/group photo holding up the #8000mentors sign, and share it on Twitter, Instagram and Facebook, using the #8000mentors hashtag. We are also encouraging people to list a mentoring activity, and link to the campaign home page albertamentors.ca/8000mentors.

Please consider promoting volunteer mentoring and encourage those interested to visit www.albertamentors.ca/8000mentors, or call 1-844-370-1768 for more information on how to become involved.



Karen Ferguson

*Council
Corresp-Action*

F1c
RECEIVED
SEP 15 2014
M.D. OF PINCHER CREEK

September 15, 2014

Grant McNab
Reeve
Municipal District of Pincher Creek
Box 279 753 Ketles St
Pincher Creek, AB T0K 1W0

Dear Mr. McNab,

Re: Request for Support to Save Canada Post

Less than a year ago, Canada Post Corporation announced a plan to change public postal service as we know it, and the government endorsed this plan. As a result, the corporation has dramatically hiked postage rates and is planning on eliminating door-to-door delivery, closing and downsizing post offices, reducing post office hours, and destroying thousands of decent jobs in communities throughout our country.

These major changes will be bad for seniors, people with mobility issues, charities, small businesses and many other people who rely on public postal service.

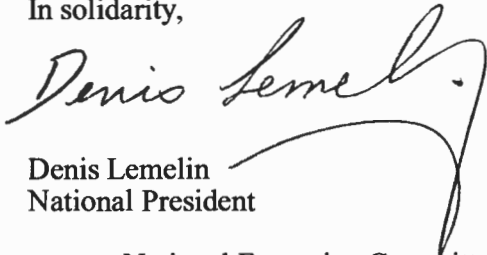
The Canadian Union of Postal Workers wants the federal government to reverse the Canada Post plan, and to look instead for ways to increase service and revenues in areas like postal banking, as other postal administrations have done. At the very least, we think the government should properly consult with the public about what kind of postal service they need before allowing Canada Post to make such major changes.

CUPW has attached a fact sheet with more information about Canada Post's plan.

The union has also attached a resolution that it would like your municipality to consider passing. To date, about 90 municipalities and municipal organizations have passed resolutions opposing Canada Post plan for cuts, or calling for a halt to door-to-door delivery cuts until there is proper consultation. CUPW hopes you will think about joining and building on these efforts by passing our or your own resolution.

Thank you very much for considering this request. Thanks as well if your municipality passed an earlier resolution in support of postal banking or improving the Canadian Postal Service Charter. If you would like an electronic version of the resolution, please contact Brigitte Klassen at bklassen@cupw-sttp.org. Please call me at 613-236-7238 if you have any questions or concerns.

In solidarity,



Denis Lemelin
National President

c.c. National Executive Committee, Regional Executive Committees, National Union
Representatives, Regional Union Representatives, Specialists

/bk cope 225

Save Canada Post.ca

Canada Post has announced a plan to:

1. Attack the public postal network.

Canada Post plans to use more private post offices while streamlining the public postal network. This means closing and downsizing public post offices, as well as reducing their hours. Canada Post has closed about 40 urban and 75 rural post offices since 2012. This is the largest number of closures we have seen since the Conservatives closed about 1,500 rural and urban post offices in the eighties and nineties. More closures are expected. The corporation is also reviewing all urban offices to see if they can be made smaller and operated with fewer workers. In addition, it is dramatically reducing hours of service in rural communities.

2. Introduce huge postage rate hikes.

On March 31, 2014, the price of buying one stamp increased by 59% while the price of buying a book or coil of stamps increased by 35%. The price for pre-sorted and incentive letters increased by 15% and metred mail increased by 19%. These sudden and dramatic increases are unfair, unreasonable and bad for the

corporation's business. It would have been wiser and more reasonable for Canada Post to adopt gradual increases to keep up with rising costs.

3. Make our country the first in the world to eliminate door-to-door delivery.

Canada Post plans on taking away door-to-door delivery from over five million Canadian households and replacing it with community mailbox (CMB) delivery. There is a great deal of opposition to this plan, which will create huge problems for many Canadians, especially seniors and people with mobility issues. According to a recent poll, sixty per cent of people oppose the delivery cuts. In spite of this, Canada Post is determined to wipe out home mail delivery within a five-year period. So far, Canada Post has announced plans to convert 100,000 households by the end of 2014 and another 1.2 million in 2015. The bulk of conversions will occur after the 2015 federal election. The federal government fully supports this major cut to public postal service.

4. Destroy 6000 to 8000 decent jobs.

Canada Post would need fewer employees if it goes to community mailbox delivery. It expects to eliminate 6000 to 8000 positions. Closing and downsizing post offices and reducing post office hours will also reduce the number of jobs in communities throughout the country. Our communities and our economy cannot afford to lose thousands of decent paying jobs.

The future of Canada Post

Canada Post and the Conservatives should consult on their plan to change public postal service as we know it. The public owns Canada Post. They have a right to input. This has not really happened in any meaningful way. Canada Post engaged in some discussions, but they were completely inadequate. The corporation held invite-only meetings in 46 communities and conducted a largely online public consultation on its future, focusing on cuts. Since this time, about 90 municipalities and municipal organizations have passed resolutions or sent letters protesting the cuts or asking for a halt until there is meaningful consultation. Moreover, many thousands of Canadians have signed petitions and sent messages to their Members of Parliament (MPs). People have asked their federal representatives to tell Canada Post to stop the cuts and consider alternatives such as postal banking. Cutting might help Canada Post with its money problems in the short-term but it is not a good long-term strategy and it certainly won't improve the future of postal service in our country. The corporation should be following the lead of other postal administrations by innovating and introducing new revenue-generating services.

For more information, go to:

**Save
Canada
Post..**

Postal banking

The Canadian Union of Postal Workers (CUPW) believes that our country needs improved financial and banking services and that Canada Post is well placed to fulfill this need. Moreover, the union thinks that adding financial and banking services at Canada Post will help the corporation preserve public postal service and generate revenue. CUPW is not alone. Close to two-thirds of Canadians support Canada Post expanding revenue-generating services like bill payments, insurance and banking, according to a poll from April 2014. Many municipalities like the idea too. Over 300 municipalities have passed resolutions endorsing the addition of financial and banking services at our public post office. Not only that, three former Canada Post Presidents have spoken favourably about the corporation getting more involved in financial services (i.e. Michael Warren, Andre Ouellet and Moya Greene). In recent years, Canada Post has even conducted studies on postal banking that appear to indicate that getting into financial services would be “a win-win strategy” and a “proven money-maker” for the corporation. This positive assessment was obtained through an Access to Information (ATI) request. Unfortunately, 701 of 811 pages of the ATI request were redacted. To date, Canada Post President Deepak Chopra has refused to release the 811 pages in their entirety.

Learn more. Check out *Why Canada Needs Postal Banking* at <https://www.policyalternatives.ca/publications/reports/why-canada-needs-postal-banking>

SAVE CANADA POST - STOP THE CUTS

WHEREAS Canada Post and the Conservatives are taking an axe to long-treasured postal services – killing good jobs, eliminating door-to-door delivery, drastically increasing postage rates and closing, downsizing and reducing hours at post offices:

WHEREAS Canada Post did not properly consult on these changes, effectively eliminating any opportunity for input from the people who will be most affected; and

WHEREAS closing and downsizing post offices, reducing post office hours, and eliminating door-to-door delivery will reduce service and eliminate thousands of jobs in communities throughout our country.

WHEREAS Canada Post offers a public service that needs to be protected;

BE IT RESOLVED THAT the (name of municipality) write a letter to the Minister responsible for Canada Post that calls on the government to reverse the changes to services announced by Canada Post, and to look instead for ways to increase service and revenues in areas such as postal banking.

BE IT FURTHER RESOLVED THAT (name of municipality) ask the Federation of Canadian Municipalities to request that the federal government properly consult with the public about what kind of postal service they need before allowing Canada Post to make such major changes to public postal service.

MAILING INFORMATION

Please send your resolution to: Lisa Raitt, Minister of Transport, Place de Ville, Tower C, 29th Floor, 330 Sparks Street, Ottawa, Ontario, K1A 0N5.

Please send copies of your resolution to: Denis Lemelin, President, Canadian Union of Postal Workers, 377 Bank Street, Ottawa, Ontario, K2P 1Y3

Your Member of Parliament. You can get your MP's name, phone number and address by calling 1-800 463-6868 (at no charge) or going to the Parliament of Canada website: <http://www.parl.gc.ca/common/index.asp?Language=E>.

Brad Woodside, President, Federation of Canadian Municipalities, 24 Clarence St, Ottawa, Ontario K1N 5P3

/bk cope 225



TOWN OF PINCHER CREEK

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

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

e-mail:reception@pinchercreek.ca

web page: www.pinchercreek.ca

*Council
Corresp - Action*

F1d



September 10, 2014

RECEIVED

SEP 15 2014

M.D. OF PINCHER CREEK

Reeve and Council
Municipal District Of Pincher Creek No. 9
Box 279
Pincher Creek, AB
T0K 1W0

Dear Reeve and Council,

Please be advised that you are invited to attend a meeting at the Town of Pincher Creek on October 21, 2014 commencing at 5:30 pm.

Agenda:

- 5:30 pm 2015 and 2016 Cemetery Budget Presentation
- 6:00 pm 2015 and 2016 budget presentation Pincher Creek and District Municipal Library Board
- 6:30 pm 2015 and 2016 levy requisition presentation Pincher Creek Emergency Services
- 7:00 pm 2015 and 2016 Levy requisition presentation Pincher Creek Community Emergency Management Agency

We look forward to seeing you there.

Yours truly,

Wendy D. Catonio

B.Comm., CGA
Director of Finance and Human Resources
Town of Pincher Creek
Telephone: (403) 627-3156
Fax: (403) 627-4784
Email: finance@pinchercreek.ca

Council
Corresp- For Info

Reeve Brian Hamilton
Pincher Creek Council

August 31, 2014 **F2a**
Calgary, AB

Re; Proposed Beaver Mines Pathway
Council Meeting August 26, 2014

RECEIVED

SEP

PINCHER CREEK

Reeve and Councillors;

Thank you for allowing me to speak to the issue regarding the pathway proposal at your August 26 meeting. If I seemed to be in a definite minority position, I don't think it was because of the overall thinking of the community but rather a lack of communication from the pathway proponents to the part time and some permanent residences. I only became aware of the proposal because of an E Mail request for letters of support (not comments but support) for the project a short time before the M.D. meeting.

I have some issues with the proposal, partly because it would have a considerable affect on the privacy of mine and other properties backing onto 2nd Avenue. When I built my cabin 34 years ago, privacy was a concern and I located at the back of the lot adjacent to ranchland. A public thoroughfare at the rear would compromise that situation.

Lastly, as an M.D. taxpayer, the cost of the project would seem to be out of proportion to the benefit when it is considered that the path would essentially run parallel to 2nd Avenue, a very lightly used road.

Thank you for your attention

M. J. Lynch
166 Oakbriar Close S.W. Calgary
T2V 5G7

502 2nd Avenue
Beaver Mines

CC Councillors
Grant McNab
Fred Schoening
Garry Marchuk
Terry Yagos

HERITAGE
Acres
Farm Museum

*Council
Corresp - For Info*
RECEIVED
SEP 16 2014
M.D. OF PINCHER CREEK
F2b

Reeve Brian Hammond
MD of Pincher Creek #9
Box 279
Pincher Creek, AB
T0K 1W0

Dear Brian; Heritage Acres had a very successful show this year, thanks in part to you and the council participating at the breakfast and leading the "Parade of Power".

We depend on volunteers to keep this site operating so that we, and future generations, can enjoy and learn about the rich agricultural past of this community.

The show ran smoothly, the weather cooperated and our crowd enjoyed it very much.

Thanks again to Fred, Gary, Terry and yourself for taking the time to help.

Robert Mitchell

Robert Mitchell

President



Box 2496 Pincher Creek Ab. T0K 1W0 - Ph (403) 627 2082 - heritageacres@gmail.com

RECEIVED
SEP 10 2014
M.D. OF PINCHER CREEK
ART2673

September 4, 2014

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

Dear Reeve Hammond,

I am pleased to inform you of the availability of the program materials for the federal Gas Tax Fund (GTF) and confirm that \$208 million in GTF funding will be provided to Alberta's municipalities in 2014.

The renewed GTF provides long-term funding for Canadian municipalities to help build and revitalize local public infrastructure while creating jobs and long-term prosperity. Additional flexibility to address specific local infrastructure priorities is provided by expanding the range of eligible GTF project categories, which now include recreational and cultural infrastructure, broadband connectivity, disaster mitigation infrastructure, and brownfield redevelopment, in addition to the previous categories.

Further information on program terms and conditions is provided in the GTF program guidelines, now available at www.municipalaffairs.alberta.ca/gastaxfund.cfm.

Your 2014 GTF allocation is \$171,623. It is based on your 2013 population and was calculated using the funding formula established under the previous GTF program. Your GTF allocation is subject to your municipality entering into a funding agreement with the Government of Alberta. Funding agreements will be forwarded to municipalities for signing shortly.

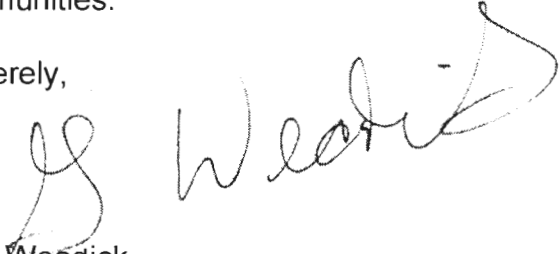
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Reeve Brian Hammond

-2-

As you may be aware, the administration of the GTF has been transferred from Alberta Transportation to Alberta Municipal Affairs. I am looking forward to partnering with you and the Government of Canada to continue building strong and prosperous communities.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Weadick". The signature is written in a cursive style with a large initial "G" and a long, sweeping tail.

Greg Weadick
Minister of Municipal Affairs

cc: Wendy Kay, Chief Administrative Officer, Municipal District of Pincher Creek

CABINET MINISTERS

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Premier, President of Executive Council, Chair of Agenda and Priorities
International and Intergovernmental Relations
Aboriginal Relations

Robin Campbell

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Stephen Mandel

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Biography coming soon

Diana McQueen

Municipal Affairs, Government House Leader

Frank Oberle

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Gordon Dirks

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Biography coming soon

Manmeet Bhullar

Infrastructure

Verlyn Olson

Agriculture and Rural Development

Heather Klimchuk

Human Services

Kyle Fawcett

Environment and Sustainable Resource Development

Jonathan Denis

Justice and Solicitor General, Deputy Government House Leader

Jeff Johnson

Seniors

Don Scott

Innovation and Advanced Education, Deputy Government House Leader

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Culture and Tourism

Wayne Drysdale

Transportation

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Jobs, Skills, Training and Labour

Teresa Woo-Paw

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Naresh Bhardwaj

Associate Minister of Persons with Disabilities (Reporting to the Minister of Human Services)

David Dorward

Associate Minister of Aboriginal Relations (Reporting to the Premier)



Partners in Advocacy & Business

Council
Corresp - For Info

F2e

September 9, 2014

Brian Hammond, Reeve
MD of Pincher Creek
Box 279
Pincher Creek, AB T0K 1W0

REC'D ✓
SEP 15 2014
M.D. OF PINCHER CREEK

Dear Reeve Hammond,

The Alberta Association of Municipal Districts and Counties (AAMDC) has been advocating for a clarified First Nations consultation process in support of resolution 22-12F: Obligation to Consult, which was endorsed by the membership at the Fall 2012 Convention. To address this resolution, the AAMDC has been following the development of *The Government of Alberta's Guidelines on Consultation with First Nations on Lands and Resource Management* which was released in its final form July 28, 2014. While still in the draft stages, the new guidelines initiated the creation of the Aboriginal Consultation Office (ACO), which opened November 1, 2013 and is intended to strengthen Alberta's role in the First Nations consultation process.

The AAMDC sees the development of the new guidelines and the creation of the ACO as promising; however, the letter recently received from the MD of Pincher Creek dated July 23, 2014 identified concern with this process being overly cumbersome and costly for municipal projects. As a result, the AAMDC is working to determine if other members are experiencing similar challenges. A member bulletin (attached) was distributed August 27 requesting that any members experiencing challenges with the First Nations consultation process advise the ACO and include the AAMDC on any correspondence. The AAMDC has verbally advised the ACO and Municipal Affairs that a concern has been raised within our membership and will continue to involve appropriate Government of Alberta ministries moving forward.

We appreciate being advised of this issue and request that the AAMDC continue to be included on any correspondence moving forward to ensure our advocacy efforts are being focused to address member concerns.

Sincerely,

Bob Barss
President

Cc: Hon. Frank Oberle, Minister of Aboriginal Relations
Lawrence Aimoe, Executive Director, Aboriginal Consultation Office
Chris Emmerling, Municipal Aboriginal Policy Advisor, Alberta Municipal Affairs

Municipalities and the First Nations Consultation Process

In follow-up to a previous bulletin regarding the release of *The Government of Alberta's Guideline's on Consultation with First Nations on Lands and Resource Management*, the AAMDC has been advised that there is some member concern regarding the processes involved in First Nations consultation being cumbersome and costly.

The Government of Alberta's Policy on Consultation with First Nations on Land and Resource Management initiated the creation of the **Aboriginal Consultation Office (ACO)**, which opened November 1, 2013. The ACO is administered by the Ministry of Aboriginal Relations and provides consultation management services to meet the needs of provincial ministries, First Nations, the Alberta Energy Regulator (AER), and project proponents in a coordinated and consistent manner.

The AAMDC is requesting that any municipalities experiencing challenges with this process advise the ACO and include the AAMDC on any correspondence. The ACO can be reached at 780.644.4945 and correspondence can be sent to:

Aboriginal Consultation Office
Aboriginal Relations
20th Floor, Commerce Place
10155-102 Street
Edmonton, AB, T5J 4G8

The AAMDC membership endorsed resolution **22-12F: Obligation to Consult**, which directly relates to this issue. The release and implementation of the Policy works toward the intent of improved consultation frameworks with First Nations and addresses some concerns identified in resolution 22-12F.

Enquiries may be directed to:

Tasha Blumenthal
Policy Analyst
780.955.4094

Kim Heyman
Director, Advocacy and Communications
780.955.4079

September 4, 2014

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

RECEIVED

SEP 11 2014

M.D. OF PINCHER CREEK

Dear Mr. Hammond:

Enclosed is a copy of the recently completed ARHCA White Paper: Transportation Infrastructure Debt in Alberta. This paper is the result of extensive research and discussion with Alberta's transportation infrastructure owners and stakeholders at the provincial, municipal and urban levels, and the organizations that represent them.

The intent of this white paper is to surface the issue of transportation debt in Alberta, an issue that needs attention and above all a long term strategy.

This paper posits that the transportation infrastructure debt in the province of Alberta today is somewhere between \$2 billion and \$16 billion. The range was calculated using government data, exercising a quality performance measurement utilized by Alberta Transportation, and accomplished in collaboration with all the primary stakeholders. We recognize that significant capital investments in transportation infrastructure have been made in Alberta, but this debt calculation is focused primarily on existing assets.

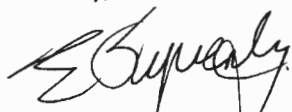
The research and calculations are based on available data, and suggest that dedicated action is required to maintain the existing assets of the province in a condition that is considered safe, efficient and promotes economic activity.

We would be happy to answer any questions about the paper, the assumptions that we used, and more importantly how we would engage in helping to craft a long term strategy for investments into transportation infrastructure.

If transportation infrastructure continues to be underfunded in Alberta, the long term economic prosperity of the province will be severely and negatively impacted.

We would be happy to discuss this with you at your convenience.

Sincerely,



Gene Syvenky B.Sc., MBA
Chief Executive Officer

About the ARHCA

The Alberta Roadbuilders and Heavy Construction Association (ARHCA) is the largest heavy construction association in Canada, with more than 920 corporate members, representing approximately 60,000 direct employees and an annual payroll of more than \$3 billion. The Association represents contractors who work on the construction and rehabilitation of highways, municipal roads, bridges, sewer, and water projects, as well as the suppliers and consulting engineers who work with them. ARHCA member companies can also be found constructing infrastructure for residential, commercial, oilfield, oil sands and forestry projects.

The ARHCA supports long-term, stable, and sustainable investment in our transportation infrastructure at the best possible value to the taxpayer. The ARHCA also believes that a strong transportation system is essential to Alberta's future, providing a cost-effective method of moving goods and services to local and world markets, and giving Albertans a safe and efficient way to travel.

A White Paper On

TRANSPORTATION INFRASTRUCTURE DEBT

In Alberta

ALBERTA ROADBUILDERS & HEAVY CONSTRUCTION ASSOCIATION

AUGUST 2014



arhca
alberta roadbuilders &
heavy construction
association
www.arhca.ab.ca

THE EXISTING CONTENT

Preface

A white paper is an article that states an organization's position or philosophy about a social, political, or industry issue, and the intent of the paper is to advance the topic for consideration to levels of government and the public. Typically, a white paper explains the results, or conclusions, resulting from some organized research and collaboration, and provides some justification for its conclusions.

This white paper will build on the notion forwarded by other papers that have addressed the need for consistent and strategic investment in infrastructure, and will build on the notion that transportation infrastructure is the backbone of any economy.

The objective is to bring to the attention of the public and the various levels of government, the issue of transportation infrastructure debt in Alberta.

Executive Summary

This paper posits that the transportation infrastructure debt in the province of Alberta today is somewhere between \$2 billion and \$16 billion. The range was calculated using government data, exercising a quality performance measurement utilized by Alberta transportation, and accomplished in collaboration with all the primary stakeholders. We recognize that significant capital investments in transportation infrastructure have been made in Alberta, but this debt calculation is focused primarily on existing assets. Alberta is experiencing population growth of a substantial nature, and unless the existing transportation infrastructure debt is addressed now, the dilemma will only worsen, future costs will amplify, and the economic health of the province may be stymied.

The Existing Context

Governments at every level in North America are struggling to achieve fiscal stability, and some states and provinces fare worse than the national average in this respect. The demand for funding from various sectors competes with the allocation of government resources to the construction of public infrastructure. Without a transportation network operating in a safe and efficient manner, the negative implications for other essential services increase.

Alberta Transportation is currently accepting input on a long-term transportation strategy for the province, a strategy that is multi-modal, cost-effective, and is safe and accessible to all Albertans. This paper is intended as input to that process also.

Long-term planning and perspective is critical to the long-term economic success of the province and its transportation networks. As evidenced in the government transportation draft document, the best example of long-term planning was done over 40 years ago for the ring roads in Edmonton and Calgary, and is a great example of how transportation needs must be anticipated and strategically thought through. Projects such as the ring roads are complex and require large amounts of land, significant expenditures that must be spread out over large periods of time, collaboration among many stakeholders and multiple stages of public consultation. Thanks to the work done in the 1970s, two ring roads that have a tremendous impact on the movement of people and goods in Alberta's two largest cities are almost complete.

Perhaps the greatest challenge facing the government of Alberta today is the growth of the province, in all facets. The economy is growing at a pace twice that of the rest of the country, population is increasing by over 130,000 people annually, and Alberta remains as a major source of

“

This paper posits that the transportation infrastructure debt in the province of Alberta today is somewhere between \$2 billion and \$16 billion.

”

THE EXISTING CONTENT CONT'D

energy for the world. This frenetic pace tests the province's ability to provide the necessary infrastructure required by the new residents and industrial activity, and certainly tests the province's ability to fund required maintenance of the existing transportation networks. If we extend this thought on growth, the population of Alberta in five plus years will be five million people. The primary highway connection between Edmonton and Calgary is the QE2, a four lane divided highway with high traffic volumes already existing today, let alone the demand caused by the ongoing rapid growth. When will the Government of Alberta (GOA) expand that connection to three lanes each way? How about the section of the QE2 through Red Deer that slows the through traffic immensely? 2013 numbers suggest that the average daily volume on this highway is about 40,000 units, with peak areas pushing 90,000 units per day (Alberta Transportation website, 2014).

The state of transportation infrastructure networks in North America has come under scrutiny following bridge collapses in Minneapolis, USA (2007), and in Quebec City, Canada (1907, 1916, 2006, and 2011). These disasters reveal the significance of these assets to society, and also reveal that funding for these transportation assets was inadequate. According to Cardno (2008), a U.S. Department of Transportation report stated that the percentage of the budget to be invested in transportation infrastructure over the coming decade is 12% on highways and 25% on mass transit; these amounts are less than half of what will be required simply to maintain these assets in their current conditions.

“ With only 16% of the total funding going to rehab and maintenance, it is no surprise that the country has a transportation infrastructure debt. ”

A.W. Herrmann (2012) in an address to the American Society of Engineers said, “Our nation's roads and bridges not only need a vision behind them; they also desperately need a long-term, reliable funding source. We cannot continue with these piecemeal, short-term repairs and investments through extensions and expect our economy to thrive.”

According to a study by McKittrick (2012) for the Macdonald-Laurier Institute:

“In 2005, 74% of Canadian adults reported going everywhere by car, up from 68% in 1992, in 2012, 82% of Canadians commuted to work by car, 12% took public transit, and 6% walked or cycled. Trips between cities were also mainly by car.”

Historically in Alberta, any significant investments for transportation infrastructure were predicated by budget surpluses. In the years that the province enjoyed healthy energy royalties and blossoming budgets, investments in transportation projects were customary and consistent. Over the last three years as energy royalties declined and fluctuated, and the government made decisions on budget allocations it was very easy for the investments in transportation to be reduced and/or cut. Unlike health care and education, transportation infrastructure does not enjoy the same public esteem and value, and the political danger of making those cuts pales in comparison to the other two ministries mentioned.

The other consequence of the cyclicity of funding is the inability of the transportation construction industry being able to marshal its resources effectively, based on demand. This annual uncertainty prohibits long term planning, training and development of employees, and operating efficiency.

THE EXISTING CONTENT CONT'D

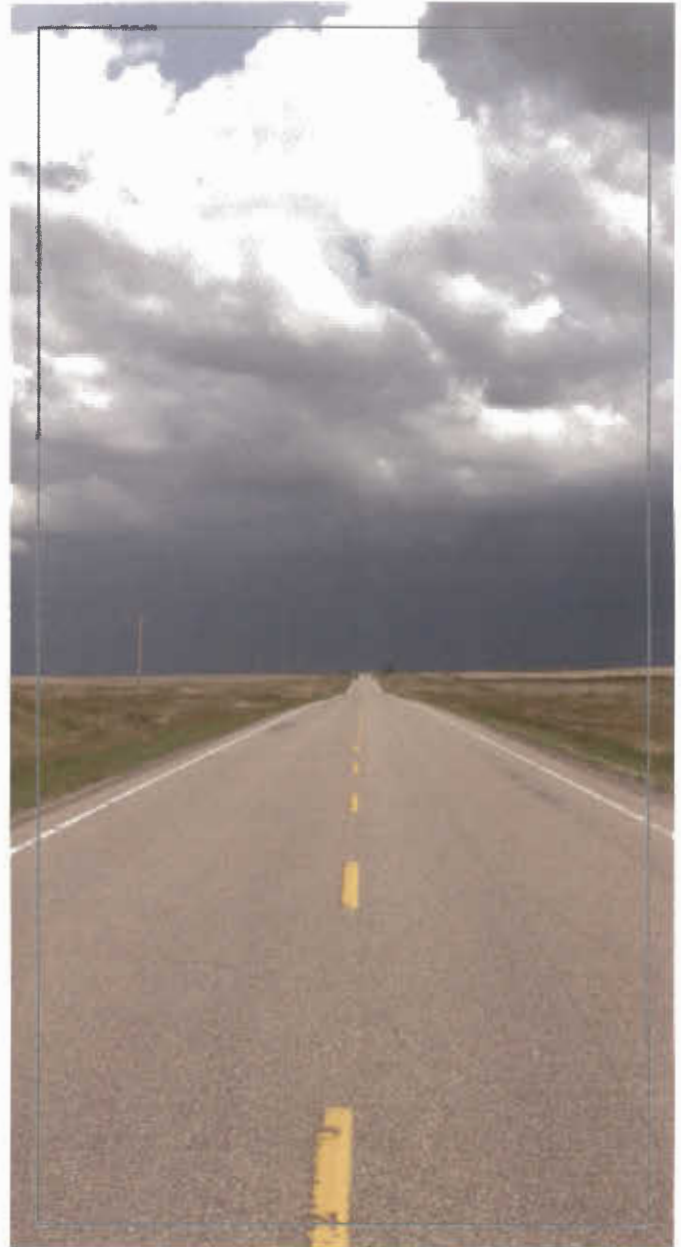
Canada West Foundation in their report *At the Intersection*, also cited that when it comes to infrastructure, the strategy that most governments have been essentially following is to get by with what we have and defer the costs of renewal and replacement for as long as possible. The problems with this approach are:

- They are not capturing the economic benefits that come from strategic infrastructure investment.
- This cyclical decision making creates a moral dilemma by offloading the problem and its cost onto our children and grandchildren.
- Delaying on the maintenance and rehab of infrastructure compromises the health and safety of Canadians.

Infrastructure spending is often seen as a way to jump-start the economy during a recession, and governments at all levels globally have used this stimulus method. Canada West Foundation in their review of the literature, on public infrastructure investment and economic growth discovered that governments tend to under value the fact that the most important economic benefits come from what infrastructure accomplishes in the economy over the long-term (Vander Ploeg, 2013, *At the Intersection*).

A report from Stats Canada states that over a six-year period, an average of 84% of the total investment in infrastructure was for new projects, the balance being for rehab and maintenance (Stats Can, no 11, 1-621, 2014). This average held true for investments at the municipal, provincial and federal levels. So with only 16% of the total funding going to rehab and maintenance, it is no surprise that the country has a transportation infrastructure debt.

Quite simply, Canada, and the provinces are maintaining and rehabilitating the transportation infrastructure at an unsustainable rate!



INFRASTRUCTURE DECISIONS

The Politics of Infrastructure Decisions

Any discussions relative to funding for infrastructure are politically charged. In addition to the challenges, the word infrastructure tends to be too inclusive. It covers the needs of the economy, society, health, education and transportation. Even though there is a direct correlation between transportation investments and the health of the economy, these evidences get lost when competing advocacy groups are pulling the electorate's heartstrings behind the emotionally charged issues precipitated by healthcare and education.

Generally, investment in transportation infrastructure projects has the following positive economic influences:

- **Primary effects.** These are the short benefits to a region from the construction or enlargement of a piece of infrastructure, the design of the facility, the building of the track, the construction of the terminals, the installation of informatics and traffic control equipment and, the resultant income and employment multipliers associated with this.
- **Secondary effects.** These are local economic benefits of maintaining and operating the investment when completed. These secondary effects can be extremely important for some local economies in terms of employment, income and, for local government taxation revenue.
- **Tertiary effects.** Transportation is a major input into all sectors of the economy as a way of bringing productive factors together. These effects impact the region's industry by having better access and mobility to markets over the long term.
- **Perpetuity effects.** These reflect the fact that economic growth, once started in a region, becomes self-sustaining and may accelerate and lead to diversification. The construction of an airport, for example, can change the entire economic structure of a region, and it can shift the production function of the surrounding economy. This type of dynamic economic impact of investment is the most abstract and the most difficult to quantify (Button, 2012).

Visualize calculating the economic benefit of the twinning of Highway #63, as an example. Clearly the highway is the primary access to huge resources and economic activity, but how closely can they be calculated. Perhaps the other factor that needs to be considered is opportunity cost, or timing of the opportunity. Unlike most costs discussed in economics,

an opportunity cost is not always a number. Opportunity cost is usually defined in terms of money, but it may also be considered in terms of time, person-hours, mechanical output, or any other finite resource. The opportunity cost of any action is simply the next best alternative to that action - or put more simply, "What you would have done if you didn't make the choice that you did?"

The conventional cost-benefit style approach to looking at the local benefits of any transportation infrastructure investment is to consider the generalized cost savings, basically the monetary value of reduced operating and time costs associated with the change. To this may be added the benefits of increased productivity in the areas that have come about due to the enhanced transportation quality. Markets, however, are not perfect and for a variety of reasons simply focusing on the gains to transportation providers and users does not capture the full regional impacts of the improved access (Button, 2012).

Can funding for transportation infrastructure be depoliticized?

The civil construction industry would like to see investments in infrastructure maintenance and rehab as a line item on the provincial budget as an operating expense. To accomplish this governments at all levels must agree that this maintenance decision should not be a political one, but a responsible management of assets. This is probably a pipe dream because government budgets are more about politics than they are about economics. Perhaps the first step in depoliticizing the process is to utilize an asset management program. The factual and empirical information generated would show the value of the asset, the age and condition, allowing good long term decisions to be made relative to the condition of that infrastructure. When the Federation of Canadian Municipalities (FCM) report came out a few years ago, one of the issues that surfaced during the process is the lack of quality information relative to assets.



OTHER REPORTS

Therefore, if the basic fundamental notion of having good information to make good decisions remains, we need to ensure that ALL jurisdictions are provided the proper support to develop and utilize an asset management program.

The increasing influence of OH&S and other government regulations

Government regulations on a number of fronts are increasing. The concern is that in the desire for the safety of the employee, the government does not calculate the cost of compliance, nor does the government calculate whether the cost of the regulation is more than the cost of the issue. One

“ The USA spends around 2 percent of GDP on infrastructure, compared to 9% for China, 8% for India and 5% for Europe. ”

of the examples in the civil construction industry is silica. The position of the industry is attached in appendix VI.

The reason we mention the increasing influence of regulatory issues is that they have a cost, and that cost will be pushed down to the taxpayer.

Regulation needs to take into consideration the impact of legislative changes on industrial circumstances where no excess of medical issues are observed and recorded.

Other reports on transportation infrastructure

The report by the Canada West Foundation concluded that inadequate public infrastructure is a threat to long-term economic growth. Inadequate public infrastructure decreases economic potential in a direct and obvious way according to this simple progression: Inadequate infrastructure results in increased costs for business.

- Increased costs result in a lower return on private investment.
- Lower returns, profits, mean less money for business to re-invest in new plants, machinery and technology.
- Less investment means fewer jobs and less productive labour.
- Lower productivity means less economic output and lower personal incomes (Vander Ploeg, 2013, *At the Intersection: The Case for Sustained and Strategic Infrastructure Investment*, p.6).

The Canada West Foundation, while acknowledging that many views exist concerning the “infrastructure deficit or debt” in Canada, projected the accumulated infrastructure debt of Canada at \$123 billion for prevailing infrastructure and \$110 billion for new infrastructure, not counting current provincial and federal infrastructure debt. (Vander Ploeg, 2013, *At the Intersection: The Case for Sustained and Strategic Infrastructure Investment*) This assessment by Canada West is supported in a 2012 “report card” issued by the Federation of Canadian Municipalities (*The State of Canada’s Cities and Communities*, 2012). A more extreme appraisal of the deficit was issued in 2012 by Dr. Saeed Mirza, an emeritus professor of civil engineering at McGill University, who calculated that the

Canadian infrastructure deficit was nearer to \$400 billion, and further that 30% of Canada’s infrastructure was approaching 100 years old (Fleming, 2014).

Benjamin Tal and Avery Shenfeld, economists at CIBC World Markets, have also asserted that several billions will have to be paid to bring Canada’s infrastructure up to date, and this has also been echoed by Derek Burleton (*Mind the Gap: Finding Money to Upgrade Canada’s Ageing Public Infrastructure*, May 2004). In February, 2013, the Canadian Chamber of Commerce stated that, if Canada wishes to remain competitive, a long-term national infrastructure investment plan is required that includes strong and diversified funding models and increased private sector investment (Fleming, 2014).

A 2011 U.S. White House report stated that “investments that create, maintain, or expand transportation networks are also likely to promote economic efficiency, higher productivity, and more rapid growth of overall economic activity.”

A 2012 report by the U.S. Treasury and Economic Advisors Council identified that “the USA spends around 2% of Gross Domestic Product (GDP) on infrastructure, compared to 9% for China, 8% for India and 5% for Europe.” This same report showed the results of a 2011 Gallup World Poll on Organisation for Economic Co-operation and Development (OECD) countries, where the question asked was “in the area of the country or city you live in, are you satisfied with the quality of the roads and highways?” Out of 32 countries Canada ranks 19th, and the USA 15th.

OTHER REPORTS CONT'D

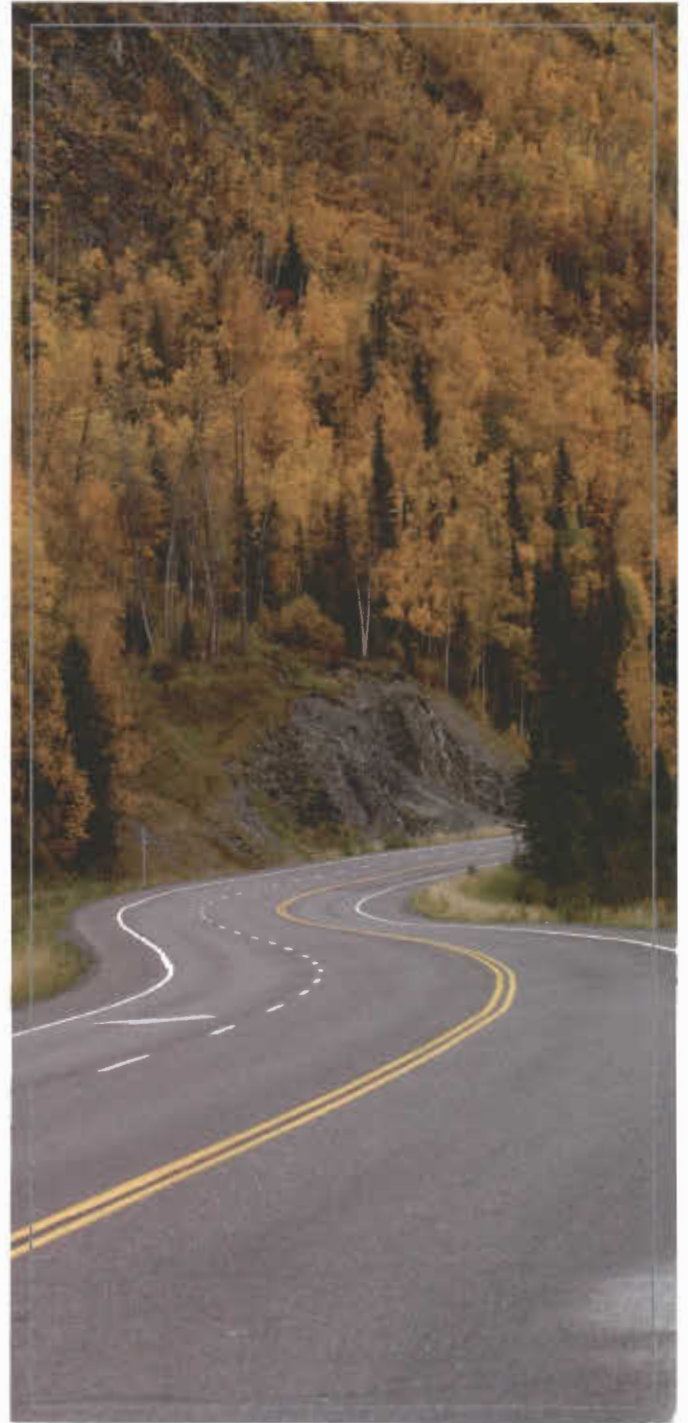
Methodology used for Alberta

The biggest challenge in calculating a transportation and civil infrastructure deficit is the reliability and consistency of the available information.

In addition to the reliability of the information, all of the constituents did not share a common means or method of asset evaluation. This speaks to the need and value of the various levels of government having, using and maintaining an asset management program.

Another point of debate is the rating process of these same assets. Alberta Transportation uses a rating system to establish conditions for the 32,000 kms that they look after, but the other jurisdictions do not have a parallel process, or at least a process that covers all sectors.

As a consequence of this dearth of information, any estimate of the infrastructure deficit will be approximate and subject to a number of assumptions. The following calculations are only for transportation roadway systems, and do not include investment needed in water, wastewater, drainage, or public transit systems. Not included in the roadway calculations are bridges. According to the Municipal Infrastructure report by the GOA, the book value of the recorded bridges in the province is around \$4 billion. Given the predictable nature that these structures would mirror the age of the roadway systems, a similar deterioration rate would also apply. It is probable that the infrastructure debt for this category may range from \$0.4 to \$0.8 billion. Details are provided in Appendix V.



“ Levels of government need to have, use and maintain an asset management program.

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1. CALCULATION OF DEFICIT BY KM OF ROADWAY

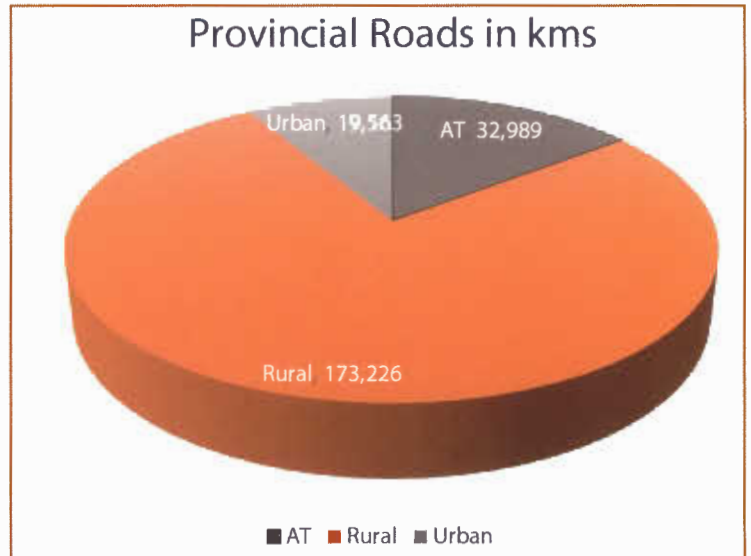
Alberta Transportation uses a rating system to establish conditions for the 32,000 kms that they look after, but the other jurisdictions do not have a parallel process, or at least a process that covers all sectors. The Alberta Association of Municipal Districts & Counties (AAMDC) members are responsible for about 173,000 kms of roads and highways, while the Alberta Urban Municipalities Association (AUMA) members are responsible for about 20,000 kms of roads (see Appendix I).

The following assumptions are used in this calculation:

- Alberta Transportation's rating of 15.5% (*Transportation Business Plan, p.102, 2014*) of roadways in poor condition can be applied to all roadways in the province.
- The cost of rehabilitation for a paved road in poor or very poor condition ranges between \$163,000 and \$850,000 per km (see Appendix II). As data on the exact condition of any given road is not available, three scenarios are calculated to give a range of possible numbers. The low scenario assumes no replacement is needed, and all repairs are done at \$163,000/km. The high scenario assumes all of the roadways in poor condition need to be replaced at \$850,000/km. The medium scenario assumes a mix of replacement and rehabilitation at \$506,500/km; the average of the high and low costs.
- The cost of rehabilitation for a gravel road in poor or very poor condition ranges between \$20,000 and \$230,000 per km according to the Alberta municipal Supervisors Association, which is comprised of senior supervisory staff from Alberta's municipal public works departments. As data on the exact condition of any given road is not available, three scenarios are calculated to give a range of possible numbers. The low scenario assumes no replacement is needed, and all repairs are done at \$20,000/km, the high scenario assumes that the subsurface is in poor condition and needs to be replaced at \$230,000/km, and the medium scenario assumes a mix of replacement and rehabilitation at \$125,000/km; the average of the high and low costs.

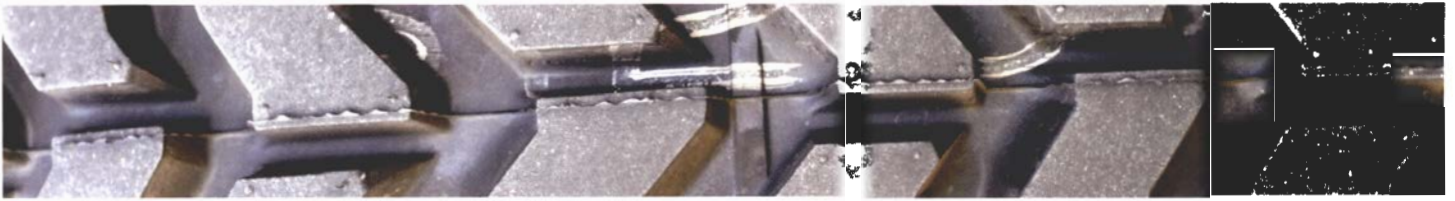
These calculations estimate that the infrastructure deficit ranges between \$2.05 and \$13.92 billion, with the medium estimate of \$7.98 billion being the most likely (see Appendix III).

Appendix I



Cost of rehabilitation for a paved road in poor or very poor condition ranges between \$163,000 and \$850,000 per km

2. CALCULATION OF DEFICIT BY ASSET VALUE



Another method by which the deficit could be calculated is by the value of the infrastructure assets. The asset value for roadway systems was obtained from the Department of Municipal Affairs, with the latest information being 2011. This information was bolstered by the details from the balance sheet used by Alberta Transportation. It is likely there are projects in process that have not been incorporated in this calculation that would increase asset values to be considered, leading to a more conservative estimate.

Similarly to the calculation above, three scenarios were considered in which the repair cost varied. The low scenario assumes the repair cost would be 20% of asset value, the medium scenario is 50% of asset value, and the high scenario is 100% of asset value.

To calculate the deficit the following assumptions were used:

- The rating system selected was based on the model used by Alberta Transportation.
- With this rating a percentage of 15.5% was applied to the asset values to identify the amount of asset in poor condition.
- Given that Government of Alberta numbers tend to be conservative, this percentage would not overestimate the deficit.
- Because these numbers are at original cost, some sort of factor is required to bring this number to a replacement value at today's dollars. For this calculation, I use the deficit at original cost, apply a term of 40 years (the premise being that as an average the assets have been in place for that long), and apply a nominal CPI of 2%.

This yields a transportation infrastructure deficit for Alberta of between \$3.26 billion and \$16.28 billion (see Appendix IV).

Alberta's portion of this
federal fund
 over the
 next years will be
\$1.084 billion

Possible funding solutions

Sustained and predictable funding for transportation and civil infrastructure was in place for many years in Alberta, with the infrastructure gap, or deficit, or debt first surfacing in 1994.

Governments in every jurisdiction and at every level today are facing the ubiquitous challenge of balancing budgets, balancing conflicting and escalating public demands, and recognizing that inconsistent delivery of transportation and civil network maintenance is creating an infrastructure cliff.

Invariably discussions about infrastructure investments turn to budgets, and lack of funding.

Significant literature exists relative to the notion of the "one taxpayer" as the single source of government revenue, and that tax increases will also have to come from this one source. The greater discussion point today in many jurisdictions is how that tax revenue stream gets allocated to the various levels of government. Is the allocation model based on the needs at every level of government? Does this formula need to be re-visited? Regardless on the allocation, if infrastructure funding is reliant on tax increases, the taxpayer will have to cough up.

POSSIBLE FUNDING SOLUTIONS

Alternative financing models for infrastructure have not really surfaced, with the exception of P3's. A P3 is not a funding model, it is a finance model. We have focused on finance models to chase funding problems.

Is transportation a public good like health care and education from which we all benefit and for which we all ought to pay, or is it a market commodity, something that we ought to pay for based on how much we consume, like electricity (Ryan, 2012)? That question has profound philosophical implications about how we fund transportation infrastructure because there are only two ways to pay for it. We can fund it from the revenues generated by taxes, or we can charge user fees. There is no magic.

Alberta does not utilize user fees or tolls. Politically this notion does not appear to have much of an appetite at this point. Highway #407 in Ontario is an example of user fees being the funding source for the project, and a third party owner (Ontario Transportation Capital Corporation). In 1998, a contract to manage, maintain, and expand the highway was awarded to 407 Express Toll Route (ETR). Does this type of model have a future in Alberta?

Federal gasoline and diesel taxes are being used as a means of partially funding investment in infrastructure, and this agreement was updated in March, 2014 in conjunction with the New Building Canada Fund. As part of the New Building Canada Plan, the renewed federal Gas Tax Fund (GTF) provides predictable, long-term, stable funding for Canadian municipalities to help them build and revitalize their local public infrastructure while creating jobs and long term prosperity.

Each year, the federal GTF assists municipalities by providing funding for local infrastructure projects. From coast to coast to coast, the federal GTF is making a difference in all communities across Canada. Every year, municipalities benefit from the financial support and flexibility of the federal GTF. To date, \$13 billion has been invested in municipalities through the federal Gas Tax Fund, with close to \$22 billion to flow over the next 10 years.

We specifically identify this source, because the users of the transportation networks are the one who generate the

“ The truth is that this is a critical piece of our assets in the province in Alberta that have been allowed to deteriorate. ”

tax revenue for the government through gasoline and diesel tax. Alberta's portion of this federal fund over the next five years will be about \$1.084 billion. It is further estimated that the GOA collects around \$800 million annually on gasoline and diesel usage. This provides the province of Alberta roughly \$1 billion a year to potentially allocate to the rehab of transportation infrastructure. Clearly this funding can be tied directly to the users of the network, and if we agree that funding should be user pay, or at least the revenues are matched to the expenses, then this is funding can then be tied to the maintenance of that same transportation network.

The solution may not be ideal, but what it does identify is the potential for linking the revenues and costs associated to maintaining the transportation network.

Other papers on this issue have suggested the formation of infrastructure banks. We think this option should also be considered, and since it would be an inaugural formation we suggest that government partners with industry and the financial community to further explore this possibility. As Flemming (2014) states in the Van Horne publication “ the creation of infrastructure banks is not a cure-all for every infrastructure investment, but clearly represents another alternative that can be used by governments to finance projects.”

CONCLUSION

The intent of the writer is to raise the awareness level relative to the drastic need for consistent and predictable funding for transportation infrastructure.

The methodology can be debated as can the calculations, but the underlying message that is becoming the mantra of many publications is that continued underinvestment in transportation infrastructure will become a safety issue, a convenience issue, but more importantly will become the choke point of expected economic growth.

Whether you pick the low estimate or the high estimate of the debt, the resounding message is that the country and province need a call to action. Whether you think \$2.0 billion is the number, or that \$16.3 billion is the number, or somewhere in the middle is the real answer, the truth is that this is a critical piece of our assets in the province in Alberta that have been allowed to deteriorate.

If transportation infrastructure continues to be underfunded in Alberta, in Canada, and in fact in North America, the long term economic prosperity of these regions will be severely and negatively impacted.



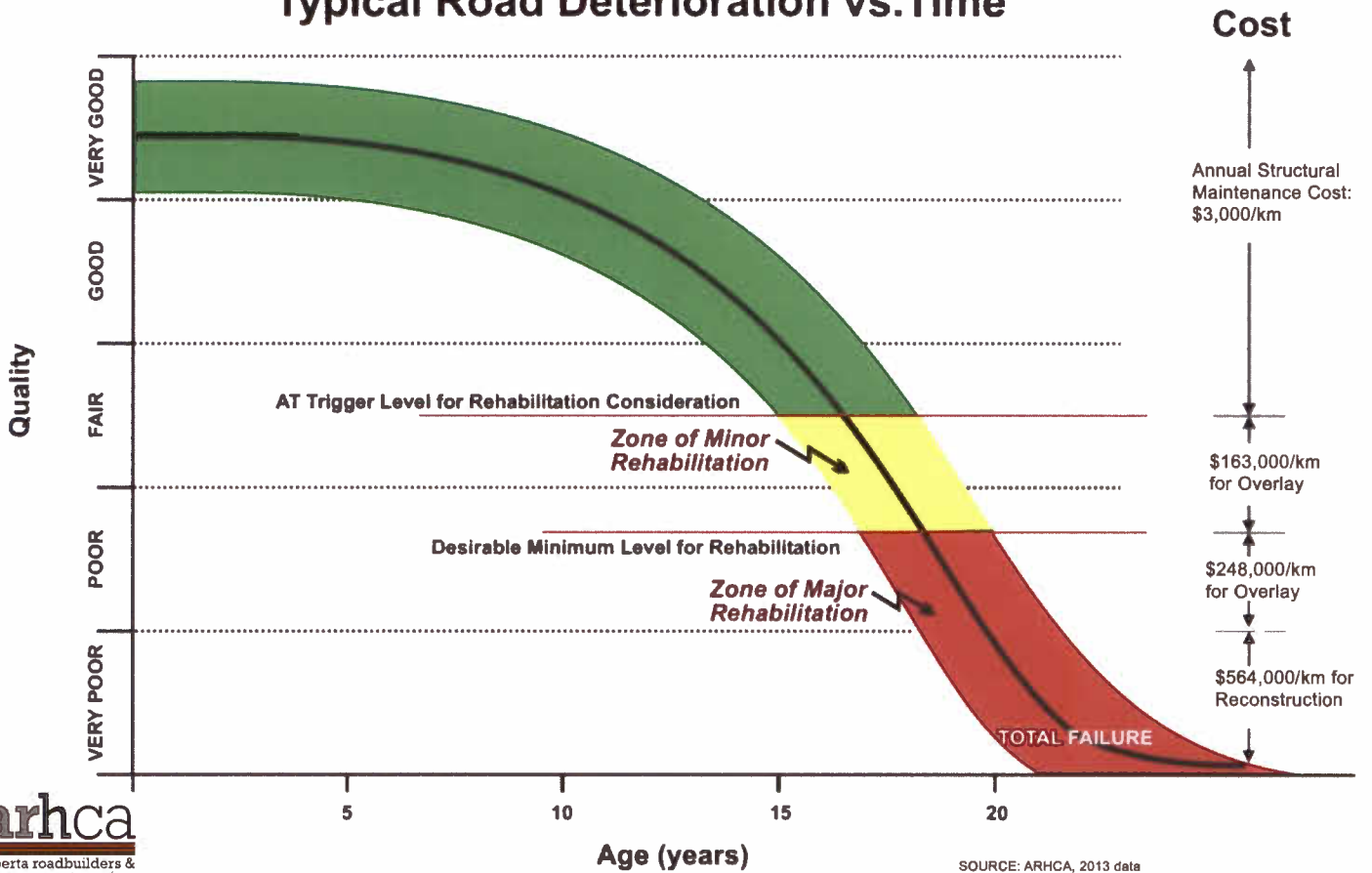
The Author

Gene Syvenky is the Chief Executive Officer of ARHCA, the largest heavy civil construction association in Canada. He has significant business experience in manufacturing, distribution, and consumer products. He is currently a doctoral candidate at the University of Phoenix.

APPENDIX II

Appendix II

Typical Road Deterioration vs. Time



APPENDIX III

APPENDIX III

Low Scenario

Owner	Kilometers	Percent in Poor Condition	Kilometers in Poor Condition	Avg. Rehabilitation Cost (\$/km)	Deficit (\$ billion)
AUMA – Paved	20,152	15.50%	3,124	163,000	0.51
AT – Paved	29,675	15.50%	4600	163,000	0.75
AT - Gravel	3332	15.50%	500	20,000	0.01
AAMDC - Paved	11,034	15.50%	1710	163,000	0.28
AAMDC - Gravel	162,192	15.50%	25,140	20,000	0.50

Total: 2.05

Medium Scenario

Owner	Kilometers	Percent in Poor Condition	Kilometers in Poor Condition	Avg. Rehabilitation Cost (\$/km)	Deficit (\$ billion)
AUMA – Paved	20,152	15.50%	3,124	506,500	1.58
AT – Paved	29,675	15.50%	4600	506,500	2.33
AT - Gravel	3332	15.50%	500	125,000	0.06
AAMDC - Paved	11,034	15.50%	1710	506,500	0.87
AAMDC - Gravel	162,192	15.50%	25,140	125,000	3.14

Total: 7.98

High Scenario

Owner	Kilometers	Percent in Poor Condition	Kilometers in Poor Condition	Avg. Rehabilitation Cost (\$/km)	Deficit (\$ billion)
AUMA – Paved	20,152	15.50%	3,124	850,000	2.66
AT – Paved	29,675	15.50%	4600	850,000	3.91
AT - Gravel	3332	15.50%	500	230,000	0.12
AAMDC - Paved	11,034	15.50%	1710	850,000	1.45
AAMDC - Gravel	162,192	15.50%	25,140	230,000	5.78

Total: 13.92

APPENDIX IV

APPENDIX IV

Low Scenario

Owner	Asset Value at Cost (\$ billion)	Present Asset Value (\$ billion)	Percent in Poor Condition	Repair Cost (% of Asset Value)	Deficit (\$billion)
AUMA	16.75	36.58	15.5%	20%	1.13
AT	18.06	39.89	15.5%	20%	1.24
AAMDC	12.94	28.56	15.5%	20%	0.89

Total: 3.26

Medium Scenario

Owner	Asset Value at Cost (\$ billion)	Present Asset Value (\$ billion)	Percent in Poor Condition	Repair Cost (% of Asset Value)	Deficit (\$billion)
AUMA	16.75	36.58	15.5%	50%	2.84
AT	18.06	39.89	15.5%	50%	3.09
AAMDC	12.94	28.56	15.5%	50%	2.21

Total: 8.14

High Scenario

Owner	Asset Value at Cost (\$ billion)	Present Asset Value (\$ billion)	Percent in Poor Condition	Repair Cost (% of Asset Value)	Deficit (\$billion)
AUMA	16.75	36.58	15.5%	100%	5.67
AT	18.06	39.89	15.5%	100%	6.18
AAMDC	12.94	28.56	15.5%	100%	4.43

Total: 16.28

APPENDIX V

APPENDIX V

AAMDC members are responsible for the following bridge infrastructure:

- *Culverts* - AAMDC members are responsible for managing 5294 culverts.
- *Standard Bridges* - AAMDC members are responsible for managing 2744 standard bridges.
- *Major Bridges* - AAMDC members are responsible for managing 393 standard bridges.
- *Other Bridge Structures* – other structures (low-level crossings, etc.) make up a small proportion of the provincial total, and are therefore not included in this calculation.

Alberta Transportation has provided a rough range of repair costs for culverts and standard bridges. Alberta Transportation was not able to provide a range for major bridges, as repair costs are extremely variable and site-specific.

- *Culverts* – Most culverts are not repaired over their life. If installed correctly, a culvert should function for its entire lifespan with only minor repairs. However, in some cases culverts are repaired, usually by strutting or installing a new concrete floor. The cost estimate provided was \$25,000-\$50,000 to repair a typical culvert in poor condition. Determining the cost of replacing a culvert is complex. It is based on a replacement cost assumption of \$1000/m², which is multiplied by pi, the culvert length, the culvert diameter, and an upsizing factor of 1.25. Culvert size and other factors are too site-specific to convert this formula into a general range.
- *Standard Bridges* – Typical repairs on a standard bridge in poor condition include cap replacement, pile stub repairs/pile replacement, miscellaneous timber repairs, and girder replacement. Site-specific details such as pier height, water flow and structure condition can further vary costs. Additionally, a single span bridge would generally cost less to repair/rehabilitate than a three-span bridge. Overall, the range for a major repair was given as \$100,000-\$250,000.
- *Major Bridges* – Too site-specific, no information given.

An ideal method of measuring bridge condition may be based on suitability to accommodate modern traffic. For example, many local road bridges in Alberta were designed and built to accommodate the size and type of farm and industrial equipment used fifty years ago, rather than today. In many cases, although these bridges may still be structurally sound, they are too narrow or designed to accommodate too low of a weight to allow for the safe passage of large, modern industrial and farm equipment.

For example, Alberta Transportation's *2014 Bridge Conceptual Design Guidelines* recommend that the minimum bridge width on a rural bridge with annual average daily traffic above 1000 cars be a minimum of ten meters. The proposed *Local Road Bridge Design Guidelines*, drafted collaboratively by Alberta Transportation and the AAMDC, recommend that a low volume two-lane bridge have a width of at least 8.5 metres, providing room for two lanes plus a slight shoulder on each side.

Of the 8468 bridges managed by AAMDC members, 6101 (72%) have a roadway width of less than eight metres. While many of these bridges may be structurally sound, they require significant upgrades in order to properly accommodate industrial and agricultural traffic, as well as two-way standard traffic. It should be noted that many of these bridges were likely designed as single-lane. To break down the numbers further, 3559 (67%) of AAMDC member-managed culverts are less than eight meters in width. When looking at standard bridges, 2260 (82%) are less than eight meters in width. A similar breakdown is presented in the chart on the following page for AT and urban culverts and standard bridges, as well as a total bridge infrastructure deficit.

APPENDIX V

APPENDIX V

Low Scenario

Owner	Number of Structures	Structurally Obsolete (Width 8m or less)	Obsolete Structures	Avg. Rehabilitation Cost	Deficit (\$ billion)
AAMDC - Culverts	5294	67%	3559	\$25,000	0.09
AAMDC - Standard Bridges	2744	82%	2260	\$100,000	0.23
Urban - Culverts	144	42%	61	\$25,000	0.00
Urban - Standard Bridges	88	61%	54	\$100,000	0.01
AT - Culverts	2883	7%	212	\$25,000	0.00
AT - Standard Bridges	651	28%	185	\$100,000	0.02

Total: 0.35

Medium Scenario

Owner	Number of Structures	Structurally Obsolete (Width 8m or less)	Obsolete Structures	Avg. Rehabilitation Cost	Deficit (\$ billion)
AAMDC - Culverts	5294	67%	3559	\$37,500	0.13
AAMDC - Standard Bridges	2744	82%	2260	\$175,000	0.40
Urban - Culverts	144	42%	61	\$37,500	0.00
Urban - Standard Bridges	88	61%	54	\$175,000	0.01
AT - Culverts	2883	7%	212	\$37,500	0.01
AT - Standard Bridges	651	28%	185	\$175,000	0.03

Total: 0.58

High Scenario

Owner	Number of Structures	Structurally Obsolete (Width 8m or less)	Obsolete Structures	Avg. Rehabilitation Cost	Deficit (\$ billion)
AAMDC - Culverts	5294	67%	3559	\$50,000	0.18
AAMDC - Standard Bridges	2744	82%	2260	\$250,000	0.57
Urban - Culverts	144	42%	61	\$50,000	0.00
Urban - Standard Bridges	88	61%	54	\$250,000	0.01
AT - Culverts	2883	7%	212	\$50,000	0.01
AT - Standard Bridges	651	28%	185	\$250,000	0.05

Total: 0.82

APPENDIX V

APPENDIX V

The chart on the previous page includes several assumptions:

- Roadway width is just one aspect of structural obsolescence. Other measures include a carrying capacity less than legal load allowances for vehicles, and a vertical clearance of less than 4.8 meters. While small percentage of local road bridges are obsolete in these two ways, the vast majority of structural obsolescence in bridge structures relates to road width, which is why it is being used as the key determining factor.
- Several bridge structure types are not included in this calculation. The most significant omission is major bridges. Establishing a broad repair cost range for major bridges was not possible, and other structures such as low level crossings are so rare in Alberta that including them will not significantly impact the above figures.
- The statistics given for urban municipalities are likely incomplete, as many cities and towns manage their own bridge networks, and therefore do not provide information to Alberta Transportation. However, enough urban municipalities (including Edmonton and Calgary) did provide information that the percentages of obsolete structures are likely approximately accurate.



APPENDIX VI

APPENDIX VI

One of the major advocacy initiatives ARHCA is working on is to have the Occupation Exposure Limits (OEL) on silica reviewed. The existing standard was introduced in 2009 with little industry consultation, and the ARHCA's reasoning for the review centres around the following points:

- The primary fault with the Threshold Limit Value (TLV) of 0.025 mg/m^3 as a standard is made apparent in the statement of position regarding TLVs and Biological Exposure Indices (BEIs) by the American Conference of Governmental Industrial Hygienists (ACGIH), where they take great thoroughness to cite that the guidelines are intended for use by professionals trained in industrial hygiene, but are not designed to be used as standards.
 - ACGIH (2011) further states on this matter that there is no consideration given to economical or technical feasibility of an industry meeting these TLVs, nor is there a means of reliable testing that will meet the validity guidelines required to implement enforcement and compliance.
 - Finally to reiterate why we believe that this TLV for silica is unfounded, The American Chemistry Council Crystalline Silica (2006) states that the TLVs proposed by the ACGIH were never examined by an independent science review, and in fact ACGIH has explicitly refused to seek independent peer review.
 - The foundation of our request is not that the industry cannot comply with the TLV OEL of 0.025 mg/m^3 , but rather that the cost of compliance will add significant unjustified cost to transportation infrastructure projects, which ultimately are paid by the tax payer. In fact, an analysis by the American Chemistry Council Crystalline Silica Panel indicates that the total economic impact of halving the current OEL of 0.1 would amount to \$5.45 billion/year.
- WCB data as of January, 2014 identifies that within the decade of statistics starting in 2000, they have 29 files on record as accepted cases of silicosis.
 - Under the theme of harmonization of regulations, Ontario and Quebec remain at $.10 \text{ mg/m}^3$, as does the USA and most of Europe. The Industrial Minerals Association of North America cites in their letter to the province of Quebec in 2011 on this same matter, "The proposed reductions in the OELs for quartz and cristobalite are not scientifically justified or necessary to protect worker health, just as ACGIH's recent reductions in the TLVs for quartz and cristobalite were not scientifically justified. Moreover, a Time-Weighted Average Exposure Value (TWAEV) of 0.025 mg/m^3 respirable quartz and cristobalite would not be practical, feasible, or enforceable even if it were scientifically supportable (which it is not)."

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REFERENCES

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-
-
- The individuals and organizations that provided me with feedback, information, and access to relevant data were:
- Robert Hastings & Bruno Zutautas – Alberta Transportation
- Barry Belcourt & Al Cepas – City of Edmonton
- Jason Waywood – Alberta Urban Municipalities Association
- Gerald Rhodes & Wyatt Skovron – Alberta Association of Municipal Districts and Counties
- Mac Logan – City of Calgary
- Marshall Morton – Alberta Municipal Supervisors Association
-

Council
Corresp - For Info

F2g



RECEIVED
SEP 15 2014
M.D. OF PLANTER CREEK

September 4, 2014

Dear Partners, Sponsors and Stakeholders;

Re: Report to Community and 2013-2014 Report Card

On behalf of Land Stewardship Centre's (LSC) Board of Directors and staff, it is my privilege to share with you our *Report to Community and 2013-2014 Report Card*. It is our hope this report inspires your support as we seek to grow and strengthen LSC's efforts to engage, inform and enable people and organizations to become better stewards.

In our *Report to Community* we offer an overview of the programs and projects we have created to help support responsible stewardship of our ecosystems. It also introduces you to some of the partners we work closely with, who are part of the growing stewardship community throughout Alberta and across Canada.

Our annual *Report Card* provides highlights of our past year and reports on the key milestones of our initiatives which are helping to raise awareness and encourage actions that address land stewardship issues.

We acknowledge and appreciate your own ongoing commitment to stewardship, and look forward to opportunities to work with you to advance our collective stewardship efforts.

Sincerely,



Brian E. Ilnicki
Executive Director

Encl.

Our Programs

As an organization, Land Stewardship Centre has never lost sight of the fact that connecting with land owners and land managers is our primary purpose. All that we do is focused on raising awareness and encouraging actions that address land stewardship issues. Through our core programs we reinforce that commitment to engaging, informing and enabling stewards. Here's what we achieved this past year:

Alberta Stewardship Network

70 number of organizations, groups, businesses and programs listed in the online Stewardship Directory (visit www.stewardshipdirectory.com and set up your profile)

number of **Stewards in Motion** events held (Red Deer, Medicine Hat, and Battle River Valley) **3** number of people who **attended** the Stewards in Motion events **104**

7 partners contributed to the **success** of Stewards in Motion (RDRWA, Red Deer County, SEAWA, Battle River Watershed Alliance, Miistakis, Mike Unrau Consulting, Alberta Ecotrust)

9 number of **volunteers** on ASN Advisory Committee **4** number of issues of **Grassroots News** published 

Conservation Land Registry

275,000 number of databases which CLR records are drawn from **10**

approximate number of database records **4** number of updates made to CLR annually

637 total number of CLR users **70%** percent of CLR users who accesses the CLR once or more per week

www.landstewardship.org

74% percent of visitors who are **new** to the website

15,637 number of visitors to the website

2 minutes 28 seconds average amount of time returning visitors spend on the website



52,266 total number of pages viewed

Green Acreages Guide

14% percentage of Alberta's population that are rural residential landowners

244 number of Green Acreages Guide Workbooks distributed

LSC expanded the Green Acreages Guide suite of resources with the development of new materials that enables municipalities and other organizations to deliver Green Acreages Guide workshops in their communities. The package comes complete with a presentation and supplementary materials, including a workshop ad template, a media release template, a sample agenda, and host task list.

771 Green Acreages Guide Primers distributed to acreage and recreational property owners through Alberta municipalities and stewardship groups  

  **20** Green Acreages Guide Workshop packages sent to Alberta municipalities and land trusts

Watershed Stewardship Grants

19 number of groups that received funding

6 number of volunteers on the WSG Review Committee



\$153,125 funding requested by community stewardship groups

23 number of applications received from community stewardship groups

9 number of watersheds in which community projects are taking place

\$118,150 funding granted to support grassroots stewardship projects

5:1 the average ratio of grant funds leveraged by WSGs (community stewardship efforts exceeding \$590,000) 

In addition to our core programs, over the course of the year, LSC engaged in numerous project-based initiatives, several of which had us exploring approaches towards cost effective programming and resources for land owners and land managers that improve their knowledge of sustainable ecosystems.

INFFER™

Together with Australian partners Natural Decisions Pty Ltd., LSC continued working to bring awareness and knowledge of the Investment Framework for Environmental Resources (INFFER™) tool to Canada, and in particular, to key decision makers, land-use planners and program developers, in an effort to grow the capacity for implementing a science-based, outcomes-focused approach to natural resource management. In 2014 LSC wrapped up its INFFER™ work on the Bow River Phosphorous Management Plan project, and began a new initiative with the South of Divide (SOD) Conservation Action Program in Saskatchewan. SOD stakeholders are interested in planning recovery strategies and have asked LSC to explore utilizing INFFER™ in designing a cost effective approach to support the recovery of multiple species at risk in south-western Saskatchewan.

Septic System Workshops

In collaboration with the Alberta Water and Wastewater Operators Association (AWWOA), and the Alberta Onsite Wastewater Management Association (AOWMA), LSC developed a prototype workshop to provide landowners with current, local and comprehensive information on septic system regulations, design, installation and maintenance. In addition to the workshop, an owner's manual and self-directed risk assessment checklist were developed to provide landowners with references they can access quickly and on an on-going basis as they need.

percentage of Albertans who rely on a rural septic system

Stewardship Planning Framework

With input from municipalities, regulatory agencies, WPACs and community stewardship groups, LSC applied watershed ecology principles to create a framework that will assist municipal government officials to assess their obligations under regulations such as Water for Life, the Land Use Framework and others, and evaluate the resources available to them to help meet those requirements. This framework outlines a structure and the key elements of a process which elected officials, municipal administrators and staff can use to integrate sources of environmental information into municipal land-use and development decision making.

number of key provincial regulations, legislation and policies considered/incorporated into the Framework (includes: Source to Tap, Water for Life, Land-Use Framework, Cumulative Effects Management Frameworks, Water Act, Environmental Protection and Enhancement Act, Drinking Water Safety Plans, Wetland Policy)

Our Board

We are grateful to the following individuals who, as Directors, contribute their time and talent to guiding our organization.

12

number of volunteers who serve on LSC's Board of Directors

Rick Anderson, *President and Chair of the Board*
David Westworth, *Vice Chair*
Jim Gendron, *Secretary Treasurer*
Darcie Acton
Dr. Peter Boxall
David A. Cheyne
G. Burn Evans
Bill Gummer
Dave Kay
Shirley Pickering
Jason Unger
Pamela Wight

300+

hours contributed by LSC's Board of Directors

This past year we welcomed Dave Kay to our board of Directors. A seasoned biologist, Dave brings a wealth of experience from the provincial, regional and national positions he held with Ducks Unlimited Canada, as well his current role as Commercial Wildlife and Priority Species Specialist with Alberta Environment and Sustainable Resource Development.

We also wish to express our thanks and appreciation to Shirley Pickering, who stepped down from the Board. For four years, LSC benefited not only from her personal interest in water resource management and passion for environmental stewardship, but from her leadership skills, professional expertise and diverse experience working with watershed councils, stewardship organizations and government committees.

Our Committees

Our work would be incomplete without the commitment, advice and support of all the individuals who served on LSC committees. Special thanks to:

Alberta Stewardship Network Advisory Committee

Rick Anderson, *Chair*
Kelsey Spicer-Rawe, *Alberta Riparian Habitat Management Society*
Tracey Scott, *Ducks Unlimited Canada*
Ryan Parker, *Community Steward*
Linda Jabs, *Alberta Environment and Sustainable Resource Development*
Jay White, *Community Steward*
Michelle McKinnon, *Alberta Agriculture and Rural Development*
Donna Trotter, *Community Steward*
Shirley Pickering, *Community Steward*

Watershed Stewardship Grant Review Committee

Shirley Pickering, *Chair and Community Steward*
Mike Hittinger, *Alberta Agriculture and Rural Development*
Mike Murray, *Bow River Basin Council*
Kelsey Spicer-Rawe, *Alberta Riparian Habitat Management Society*
Doug Thrussell, *Alberta Environment and Sustainable Resource Development*
Donna Trotter, *Community Steward*

Our Staff

We may be small as far as organizations go, but our staff contribute in a big way, with everyone playing a key role in the successful development and implementation of our programs and projects. This exceptional team includes:

Brian E. Innicki, *Executive Director*
Jenna Curtis, *Stewardship Program Coordinator*
Kristina Dembinski, *Communications*
Amrita Grewal, *Program Research Coordinator*
Mary Swedberg, *Office Administrator*

In 2013, LSC said farewell and thank you to staffers Dawn Doell and Michelle Riopel as they moved on to pursue new opportunities. LSC wishes both Dawn and Michelle all the best in their respective environmental stewardship careers.

Our Partners

LSC is grateful to our many partners and funders for their support, guidance and insight. We have been fortunate to establish relationships with groups and organizations that share our commitment to supporting healthy ecosystems through responsible land use practices. Without the support of our partners and funders, the work we do to engage, inform and enable people to become better stewards would not be possible.

In addition to our distinguished list of long-time partners, this year LSC also established new relationships with, Alberta Urban Municipalities Association (AUMA), Association of Alberta Municipal Districts and Counties (AAMDC), Alberta Water and Wastewater Operators Association (AWWOA), the Alberta Onsite Wastewater Management Association (AOWMA), and Natural Decisions Pty Ltd.

43

number of groups and organizations LSC has collaborated with over the years

5

number of new partnerships established in 2013-14



Land Stewardship Centre REPORT CARD 2013-2014

“Engaging. Informing. Enabling.”

Learn more at www.landstewardship.org

By the Numbers: Advancing efforts to help support responsible stewardship of our ecosystems.

Tara Cryderman

Subject: FW: AltaLink's Fidler to Chapel Rock/Castle Rock Ridge to Chapel Rock Transmission Project
Attachments: FCR_CRRCR September 2014 letter final.pdf; CRR CR Map Sept 14.pdf

From: Grove, John [<mailto:John.Grove@AltaLink.ca>]
Sent: September-17-14 4:19 PM
To: Brian Hammond; Wendy Kay; Roland Milligan; Cameron Gardner; 'vilocow@shaw.ca'
Cc: Schreiner, Scott; Toupin, Ed; Janssen, Jack
Subject: AltaLink's Fidler to Chapel Rock/Castle Rock Ridge to Chapel Rock Transmission Project

Dear Municipal Stakeholder:

Today, as part of my commitment to keep you informed of our projects in your area, I'm pleased to send you the **Fidler to Chapel Rock/Castle Rock Ridge to Chapel Rock Transmission Project** Update being mailed in the coming days to the landowners and stakeholders in your area. AltaLink will also be providing your municipal office with printed versions of this material so you'll have exactly what stakeholders in your area will receive in their mail boxes.

Please see the attached letter and map for the details of the proposed project.

Anticipated project schedule

Notify and consult with stakeholders	October 2014
--------------------------------------	--------------

There are numerous ways for the public and stakeholders to provide input including:

AltaLink

- o email us at satrinfo@altalink.ca
- o calling our toll-free line at 1-877-269-5903

Alberta Utilities Commission (AUC) Decision

- www.auc.ab.ca/applications/decisions/Decisions/2014/2014-004.pdf.

The next public consultation material will be mailed to stakeholders and you in early October and I would like to discuss the Project with your Council shortly after this mail out. Please call or email me if you have any questions. My contact information is shown below.

Sincerely,

John Grove
Municipal and Community Manager, South
P: (403) 387-8273
C: (403) 519-7426
E: john.grove@altalink.ca

AltaLink
2611 – 3rd Avenue SE
Calgary, Alberta, T2A 7W7
www.altalink.ca



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Canadian Electricity Association

This e-mail message contains confidential information. The contents of this message are the property of AltaLink Management Ltd. the general partner of AltaLink, L.P. If you have received this e-mail in error, please return it to the sender and delete the message immediately.

September 16, 2014

Fidler to Chapel Rock Transmission Project

Thank you for your participation in the Fidler to Chapel Rock Transmission Project. We want to update you on recent developments regarding the project and our next steps.

In December 2011, the Alberta Utilities Commission (AUC) determined that the Alberta Electric System Operator's (AESO) approved Need Identification Document (NID) for the Southern Alberta Transmission Reinforcement (SATR) did not provide approval for the Fidler to Chapel Rock line. Possible options identified by the AUC were for the AESO to file a NID for the project or amend the SATR NID.

The AESO hosted open houses to clarify planned developments in southern Alberta and then filed an amendment with the AUC in 2012. The amendment requested the AUC approve the preferred option of using Castle Rock Ridge Substation as the connection point between the proposed Chapel Rock and existing Goose Lake substations.

The AUC held a hearing in August 2013 and released its decision in January 2014, in which it approved the AESO preferred option. The AUC also stated that routing generally should be located south of the Oldman Reservoir, and once west of the reservoir the line may extend north but preference should be given to more southerly substation locations.

The entire decision can be viewed on the AUC website at:
www.auc.ab.ca/applications/decisions/Decisions/2014/2014-004.pdf.

As a result of the decision, the Fidler to Chapel Rock Transmission Project has been cancelled.

Next steps: Castle Rock Ridge to Chapel Rock Transmission Project

We have received direction from the AESO to proceed on the approved option and will be moving forward with this as a new project.

We will begin public consultation on the Castle Rock Ridge to Chapel Rock Transmission Project in fall of 2014. We will be discussing the project with landowners through one-on-one consultations and hosting two interactive feedback sessions in October 2014. Please see the attached map for an overview of the study area for this project.

If you are located outside the study area for the Castle Rock Ridge to Chapel Rock Transmission Project, you will no longer be receiving updates regarding either the Fidler to Chapel Rock or Castle Rock Ridge to Chapel Rock transmission projects.

If you are located within the study area for the Castle Rock Ridge to Chapel Rock Transmission Project, you will receive further information about the project and our interactive feedback sessions.

Environmental aerial surveys

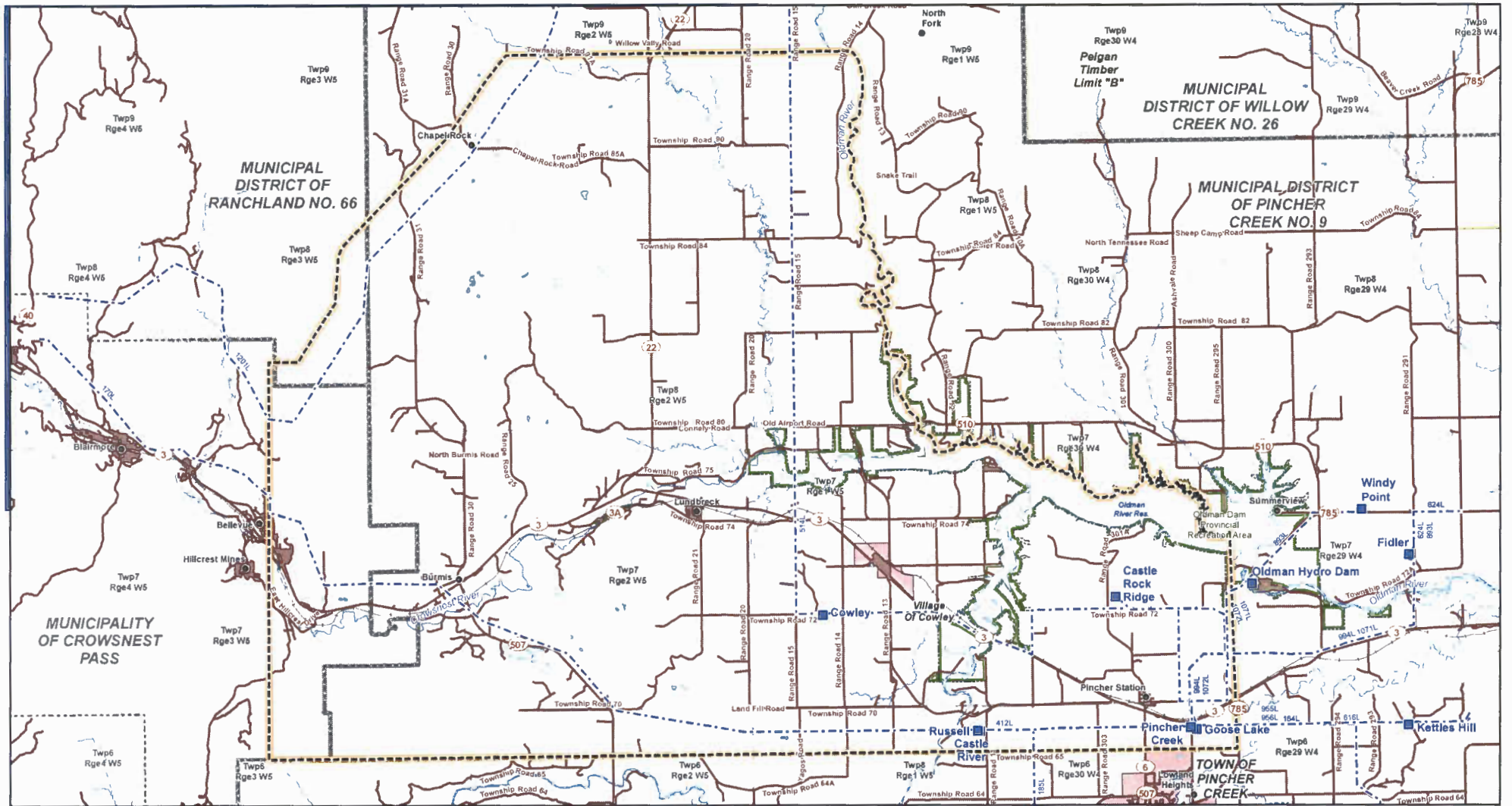
You may notice helicopters in the Castle Rock Ridge to Chapel Rock Transmission Project study area beginning in late September. We will be performing environmental aerial surveys to gather important information to help us further understand the project area. If you have questions about these surveys, please contact us.

We appreciate your patience throughout this process. If you have any questions about these projects, please contact us at satinfo@altalink.ca or 1-877-269-5903.

Sincerely,



Kevin Thorvaldson
Manager, Consultation



LEGEND

- Study Area
- Existing Substation
- Existing Transmission Line
- Hamlet or Locality
- Railway
- Road
- River or Stream
- First Nations Reserve
- Municipal or County Boundary
- Other Protected Area
- Urban Area
- Water Body

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 FILE NO. 123511285-008
 REVISION: 0.00.00
 AL FOLDER: Castle Ridge Rock to Chapel Rock Transmission Project
DATE: 2014-07-31

N

0 1 2 3 4 5 6 7 8 9 10 Kilometres
 0 1 2 3 4 5 Miles

STUDY AREA SAM1

ALTA LINK

STUDY AREA

CASTLE ROCK RIDGE TO CHAPEL ROCK TRANSMISSION PROJECT

Although there is no reason to believe that there are any errors associated with the data used to generate this product or in the product itself, users of these data are advised that errors in the data may be present.



OLDMAN RIVER REGIONAL SERVICES COMMISSION

MINUTES – 2 (2014)
ANNUAL GENERAL BOARD OF DIRECTORS’ MEETING
Thursday, June 5, 2014 – 7:00 p.m.
ORRSC Conference Room (3105 - 16 Avenue North, Lethbridge)

BOARD OF DIRECTORS:

Bill Graff (absent) Village of Arrowwood
Jane Jensen Village of Barnwell
Ed Weistra Village of Barons
Tom Rose Town of Bassano
Fred Rattai City of Brooks
Roger Houghton - alternate Cardston County
Dave Edmonds Town of Cardston
Cecil Sabourin Village of Carmangay
Jamie Smith Village of Champion
Betty Fieguth Town of Claresholm
Bill Martens Town of Coaldale
Sheldon Watson Town of Coalhurst
Ken Galts Village of Coutts
Garry Hackler (absent) Village of Cowley
Bill Kovach Mun. Crowsnest Pass
Dave Filipuzzi Mun. Crowsnest Pass
Gordon Wolstenholme Town of Fort Macleod
Darrell Edwards Village of Glenwood
John Connor Town of Granum
Monte Christensen (absent) Village of Hill Spring
Henry Doeve (absent) County of Lethbridge

Brad Koch (absent) Village of Lomond
Richard Van Ee Town of Magrath
David Hawco Town of Milk River
Scott Schroeder (absent) Village of Milo
Christophe Labrune Town of Nanton
Anne Marie Philipsen County of Newell
Pete Pelley Village of Nobleford
Teresa Feist Town of Picture Butte
Garry Marchuk M.D. of Pincher Creek
Don Anderberg Town Pincher Creek
Ronald Davis (absent) M.D. of Ranchland
Greg Robinson Town of Raymond
Barry Johnson Town of Stavely
Ben Nilsson (absent) Village of Stirling
Ben Elfring M.D. of Taber
Russell Norris Town of Vauxhall
Rod Ruark(absent) Vulcan County
Paul Taylor Town of Vulcan
Don Heggie County of Warner
Jon Hood (absent) Village of Warner
Henry Van Hierden M.D. Willow Creek

STAFF:

Lenze Kuiper Director
Mike Burla Senior Planner
Steve Harty Senior Planner
Spencer Croil Planner
Diane Horvath Planner

Gavin Scott Planner
Leda Kozak Tittsworth Assistant Planner
Kaylee Kinniburgh CAD/GIS Technologist
Jordan Thomas GIS Analyst
Barb Johnson Executive Secretary

AGENDA:

- 1. Approval of Agenda – June 5, 2014
2. Approval of Minutes – March 6, 2014 (attachment)

3. **Business Arising from the Minutes**
 4. **Reports**
 - (a) Executive Committee Report..... (attachment)
 - (b) GIS Update.....
 5. **Business**
 - (a) Draft ORRSC Annual Report and Financial Statements 2013..... (attachment)
 - (b) ORRSC Regulation Amendments..... (attachment)
 - (c) ORRSC Municipal Government Act Review Submission.....
 - (d) Development Agreement Workshop – Co-hosted with Brownlee LLP.....
 - (e) Fee For Service 2014..... (attachment)
 6. **Accounts**
 - (a) Summary of Balance Sheet and Statement of Income for the 4-month period:
January 1 - April 30, 2014 (attachment)
 7. **Adjournment** – September 4, 2014
-

Chair GORDON WOLSTENHOLME called the meeting to order at 7:00 p.m.

1. APPROVAL OF AGENDA

Moved by: Fred Rattai

THAT the Board of Directors approve the agenda of June 5, 2014, as presented. **CARRIED**

2. APPROVAL OF MINUTES

Moved by: Jane Jensen

THAT the Board of Directors approve the minutes of March 6, 2014, as presented. **CARRIED**

3. BUSINESS ARISING FROM THE MINUTES

None.

4. REPORTS

(a) **Executive Committee Report** (attachment)

Moved by: Anne Marie Philipsen

THAT the Board of Directors receive the Executive Committee Report for the meetings of February 13 and April 10, 2014, as information. **CARRIED**

(b) GIS Update

- Implementation of the new GIS platform and training of municipal staff is now complete for all municipalities. GIS staff are currently in the process of creating a public site containing limited information which will be accessed from a municipality's own website.

5. BUSINESS

(a) Draft ORRSC Annual Report and Financial Statements 2013

- ORRSC Auditor Derek Taylor of KPMG LLP gave a short message followed by an overview of 2013 financial performance presented by Director Lenze Kuiper.

HIGHLIGHTS:

Net Revenues	2,205,607
Net Expenses	2,082,334
Excess of Revenues over Expenditures	123,458
Current Assets	121,226
Capital Assets	677,619
Internally Restricted Net Assets (Reserves)	—
Total Assets	798,845

REVENUE:

Municipal Fees	38%
GIS Fees	19%
Subdivision Fees	16%
Fee for Service	15%
Grants	11%
Other	1%

EXPENDITURES:

Salaries & Benefits	76%
Other	12%
Equipment & Supplies	4%
Amortization	3%
Occupancy Costs	2%
Members Fees & Travel	1%
Staff Training & Travel	1%
Printing & Advertising	1%

SUBDIVISION:

Number of Applications	209
Number of Lots Created	597
Fees Collected	\$353,630

CASH FLOW:

Operations	221,617
Capital Activities	(30,099)
Financing Activities	(159,300)
Decrease in cash & short term investments	32,218
Cash & short term investments, beginning 2013	(7,151)
Cash & short term investments, end of 2013	25,067

DEBT LIMITS:

Total Debt Limit	1,102,804
Total Debt Amount	—
Debt Servicing Limit	220,561
Debt Servicing Limit Unused	—

Moved by: David Hawco

THAT the Board of Directors approve the ORRSC Annual Report and the Auditors' Financial Statements for the year ending December 31, 2013, as presented. CARRIED

(b) ORRSC Regulation Amendments

- ORRSC has received an Order in Council (O.C. 141 / 2014) from the Minister of Municipal Affairs which amends the Oldman River Regional Services Commission Regulation. The Regulation was amended to add seven new member municipalities, and authorize the commission to provide geographic information systems services to members and the administration of regional assessment review boards, consisting of member municipalities. ORRSC is now in full compliance with the Municipal Government Act; any future addition of municipalities or services will require further amendments to the Regulation.

(c) ORRSC Municipal Government Act Review Submission

- ORRSC staff were asked to participate in the Municipal Government Act Review and have put together several recommendations which will be forwarded to the province by June 12. These recommendations will also be e-mailed to our member municipalities sometime next week.

(d) Development Agreement Workshop – Co-hosted with Brownlee LLP

- ORRSC is hosting a presentation on Development Agreements by Kelley L. Fiske-Nielsen of Brownlee LLP on **Thursday, June 19, 2014** from 12:00 noon (lunch provided) to 4:00 p.m. – \$75 per person. This will be an excellent opportunity to learn and discuss best practices for

crafting a solid development agreement that secures both the interests of the municipality and its developers.

NOTE:

- Industry Canada officials recently met with ORRSC staff to discuss a number of matters relating to telecommunications. As municipalities have experienced, the siting of towers and antennas has often been problematic in terms of land use planning and public complaints relating to aesthetic issues. The federal government revised the Antenna Siting Policy to address these concerns. Municipalities and the public now have an opportunity to provide input on the siting of antenna towers in their communities.
- ORRSC staff also met with Alberta Environment & Sustainable Resource Development officials to discuss a number of issues relating to the siting of gravel pits. AE & SRD explained how the provincial guidelines and regulations work while our staff brought forth municipal concerns and how they might be addressed.

(e) Fee For Service 2014

- A summary of current Fee For Service projects was included in the agenda package for information.

6. ACCOUNTS

**(a) Summary of Balance Sheet and Statement of Income for the 4-month period:
January 1 - April 30, 2014**

Moved by: Tom Rose

THAT the Board of Directors accept the Summary of Balance Sheet and Statement of Income for the 4-month period: January 1 - April 30, 2014, as information. **CARRIED**

8. ADJOURNMENT

Moved by: Greg Robinson

THAT we adjourn the Annual General Board of Directors' Meeting of the Oldman River Regional Services Commission at 7:35 p.m. until Thursday, September 4, 2014 at 7:00 p.m. **CARRIED**

/bj

CHAIR:

