

AGENDA
COUNCIL MEETING
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
November 24, 2020
1:00 pm

- A. ADOPTION OF AGENDA

- B. PUBLIC HEARING BYLAW 1320-20 (UTILITY BYLAW)
 - a) Agenda
 - b) Draft Bylaw 1320-20
 - c) Utility Hook-up Forms
 - d) Written Submissions
 - Lynn Calder

- C. DELEGATIONS

- D. MINUTES/NOTES
 - 1. Council Committee Meeting Minutes
 - November 10, 2020
 - 2. Council Meeting Minutes
 - November 10, 2020

- E. BUSINESS ARISING FROM THE MINUTES

- F. UNFINISHED BUSINESS
 - a) Revised Policy C-PW-009 Dust Control
 - Revisions for Council consideration and approval
 - b) Appointments to Committees
 - Report from Administration dated November 19, 2020

- G. COMMITTEE REPORTS / DIVISIONAL CONCERNS
 - 1. Councillor Quentin Stevick – Division 1
 - 2. Councillor Rick Lemire – Division 2
 - Alberta SouthWest Minutes of October 7, 2020
 - 3. Councillor Bev Everts– Division 3
 - ASB Minutes October 7, 2020
 - 4. Reeve Brian Hammond - Division 4
 - Pincher Creek Emergency Services Commission Minutes of October 1, 2020
 - Crowsnest Pincher Creek Landfill Minutes of October 21, 2020
 - 5. Councillor Terry Yagos – Division 5
 - Pincher Creek Emergency Services Commission Minutes of October 1, 2020

- H. ADMINISTRATION REPORTS
 - 1. Operations
 - a) Operations Report
 - Report from Director of Operations dated November 19, 2020
 - Capital Budget Summary
 - Public Works Call Log
 - b) Fisher Bridge Located NW 26-07-02 W5M
 - Report from Director of Operations dated November 16, 2020

2. Development and Community Services
 - a) AES Report November
 - Report from AES dated November 18, 2020
 - b) Policy C-AES-006 Conservation Project Funding (Formally Policy 607)
 - Council consideration and approval

3. Finance

4. Municipal

- a) Chief Administrative Officer Report
 - Report from CAO, dated November 17, 2020
- b) Cancellation of December Meeting
 - Report from Administration dated November 19, 2020

I. CORRESPONDENCE

1. For Action

- a) Health Minister Shandro - scheduled hospital tour and meeting - January 7, 2021
 - Email from Town of Pincher Creek dated November 17, 2020
- b) Grassy Mountain Coal Mine Concern
 - Email from Hilah Simmons dated November 11, 2020
 - Speech from David McIntyre
- c) Water & Wastewater Operators Certificate
 - Letter from Village of Cowley dated November 12, 2020

2. For Information

- a) 2021 Joint Funding Allocation
 - Letter from Town of Pincher Creek dated November 16, 2020
- b) Pincher Creek Foundation Funding Formula
 - Letter from Town of Pincher Creek dated November 16, 2020
- c) ORRSC Committee Minutes
 - Minutes of October 8, 2020
- d) Town of Pincher Creek Organizational Minutes
 - Minutes of October 26, 2020
- e) Access for Albertans to Chiropractic Care in the Event of a Second COVID-19 Related Shutdown
 - Letter from Shelia J. Steger dated November 12, 2020

J. NEW BUSINESS

K. CLOSED MEETING SESSION

L. ADJOURNMENT

AGENDA
PUBLIC HEARING
Municipal District of Pincher Creek No. 9
Bylaw No. 1320-20
Tuesday, November 24, 2020
1:00 pm
MD Council Chambers

1. Call to Order
2. Advertising Requirement
3. Purpose of Public Hearing
4. Overview of Bylaw No. 1320-20
5. Correspondence
6. Closing Comments
7. Adjournment

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

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

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

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

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

PART I - TITLE AND DEFINITIONS

1. Bylaw Title

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

2. Definitions and Interpretation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) can be securely tied at the top;

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

(iv) not exceeding 20 kilograms including its contents.

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

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

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

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

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

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

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

(z) "Owner" means:

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

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

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

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

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

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

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

(ff) "Property" means:

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

ii. in other cases, personal property;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) not exceeding 20 kilograms including its contents;

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

(iii) in a safe, serviceable condition.

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

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

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

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

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

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

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

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

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

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

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

PART II - PROVISION OF UTILITY SERVICES

3. Other Public Utilities Prohibited

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

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

4. Terms and Conditions

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

5. Rates, Fees and Charges

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

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

(3) Additional costs arising from:

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

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

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

6. Utility Services Guidelines

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

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

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

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

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

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

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

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

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

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

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

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

7. Notices

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

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

8. Authority of the Chief Administrative Officer

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

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

PART III – ENFORCEMENT

9. Offence

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

10. Continuing Offence

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

11. Vicarious Liability

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

12. Corporations and Partnerships

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

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

13. Fines and Penalties

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

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

14. Violation Ticket

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

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

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

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

15. Voluntary Payment

A Person who commits an offence may:

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

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

16. Obstruction

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

PART IV - GENERAL

17. Schedules

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

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

18. Severability

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

19. Repeal

This Bylaw repeals the following bylaws:

Municipal District of Pincher Creek Bylaws;

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

20. Enactment

This Bylaw takes effect upon being passed.

READ a first time this 27 day of October 2020.

READ a second time this ____ day of _____, 2020.

READ a third and time and finally PASSED on the ____ day of _____, 2020.

Reeve,
Brian C. Hammond

Chief Administrative Officer,
Troy A. MacCulloch

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS OF UTILITY SERVICES

PART 1 - GENERAL WATER, WASTEWATER AND SOLID WASTE PROVISIONS

1. Duty to Supply

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

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

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

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

2. No Guarantee of Continuous Supply

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

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

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

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

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

PART II - SERVICE CONNECTIONS

3. Application for Service Connection

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

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

4. Easements and Rights-of-Way

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

5. Design and Engineering Requirements for Service Connections

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

6. Construction of Service Connections

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

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

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

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

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

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

7. Repair and Maintenance of Water and Wastewater Service Lines

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

8. Repair and Maintenance of Private Drainage and Water Lines

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

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

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

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

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

9. Customer Responsibility for Service Connection

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

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

10. Compliance with Requirements and Use of Service Connection

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

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

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

11. Abandonment of Service Connection

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

12. Ownership of Facilities

(1) The MD retains ownership of all Facilities necessary to provide Utility Services to a Customer, up to the property line, as well as the Curb Stop and Meter even if located on the Customer's Property, unless a written agreement between the MD and a Customer specifically provides otherwise.

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

13. Access to Facilities

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

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

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

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

14. Interference with or Damage to Facilities

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

15. Protection of Facilities on Customer's Property

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

16. Customer to Pay Relocation Costs

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

17. Prohibited Extension of Customer Owned Facilities

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

PART III - UTILITY ACCOUNTS

18. Requirement for Account

(1) The Owner of a Property shall apply for an Account with the MD, in a form acceptable to the MD, and pay all applicable fees as a condition of obtaining Utility Services, regardless of whether the provision of services requires installation of a new Service Connection(s) or construction of any new Facilities.

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

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

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

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

19. Security Deposits

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

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

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

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

20. Obligation to Pay

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

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

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

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

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

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

(c) For rates, fees and charges that are based on water consumption, the water consumption through Service Connections shall be determined by the applicable Meter reading, obtained at such frequency as may be determined by the Chief Administrative Officer in his or her discretion, with a consumption estimate to be utilized in months for which no Meter reading is scheduled to occur;

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

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

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

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

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

21. Past Due Accounts

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

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

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

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

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

22. Discontinuance of Utility Services

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

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

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

(b) as required by law;

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

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

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

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

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

(a) any amount owing to the MD for the provision of Utility Services;

(b) any amount owing pursuant to subsection (4); and

(c) any applicable security deposit.

23. Customer Requested Temporary Turn-off

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

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

24. The MD's Right of Entry

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

(a) installing, inspecting, maintaining, replacing, testing, monitoring, reading or removing any facilities associated with the Water System or Wastewater System;

(b) investigating or responding to a Customer complaint or inquiry;

(c) conducting an unannounced inspection where the Chief Administrative Officer has reasonable grounds to believe that unauthorized use of water or interference with Facilities, including but not limited to a Meter, has occurred or is occurring; and

(d) for any other purpose incidental to the provision of Utility Services.

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

(a) in cases of an Emergency;

(b) where entry is permitted by order of a court or other authority having jurisdiction;

(c) where otherwise legally empowered to enter;

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

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

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

25. Removal of MD Facilities

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

26. False Information

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

SCHEDULE "B"

TERMS AND CONDITIONS OF WATER SERVICES

PART 1 - GENERAL WATER SERVICES PROVISIONS

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

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

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

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

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

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

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

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

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

3. **Alternate Water Supply**

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

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

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

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

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

4. Resale and Supply of Water

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

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

5. Unauthorized Use of Water

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

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

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

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

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

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

6. Authorizations and Approvals for Private Water Line

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

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

7. Temporary Water Services

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

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

8. Bulk Water

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

PART II -WATER METERS

9. Provision and Ownership of Meters

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

10. Responsibilities of Customer

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

11. General Meter Restrictions

- (1) No Person, other than an authorized agent of the MD, shall install, test, remove, repair, replace, or disconnect a Meter.

(2) No Person shall break, tamper, or interfere with any Meter including, without restriction, any seal attached thereto.

(3) If a Meter is lost, damaged or destroyed, the Customer shall pay for the entire cost of the Meter removal, repair and reinstallation or for the cost of replacing the Meter.

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

12. Access to Meters

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

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

13. Remote Meter Reading

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

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

14. Meter Readings

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

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

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

15. Meter Testing

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

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

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

(b) subject to subsection (3), the Account based on the readings of that Meter during the period of 3 months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Customer

shall pay, or shall be refunded, as the case may be, the amount so determined, which payment or refund shall be accepted by both the MD and the Customer in full settlement of any claim that may arise out of the error in the Meter.

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

16. Circumvention of Meter

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

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

PART III - FIRE PROTECTION

17. Use of Water from Fire Hydrants

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

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

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

18. Interference with Fire Hydrants

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

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

19. Private Fire Protection Equipment

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

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

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

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

(5) The MD does not guarantee or warrant that the Water System, or any portion thereof, will be capable of connecting to and/or adequately supplying Private Fire Protection Equipment on a Customer's Property and, without limiting the authority of the Chief Administrative Officer under subsection (4), an application under subsection (2) may be rejected if the Chief Administrative Officer determines that the Water System, or portion thereof, is not capable of connecting to or adequately supplying the proposed Private Fire Protection Equipment.

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

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

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

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

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

PART IV - CROSS CONNECTIONS

20. Cross Connections

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

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

21. Cross Connection Control Devices

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

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

PART V - OTHER FACILITIES

22. Operation of Curb Stops

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

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

23. Boilers

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

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SCHEDULE "C"

TERMS AND CONDITIONS OF WASTEWATER SERVICES

Unauthorized Use of Wastewater System

1. (1) No Person shall use the Wastewater System, or allow the Wastewater System to be used:

(a) in a manner that will impede the Wastewater System's use by other Customers;

(b) unless an Account has been opened by the Customer; or

(c) in any other unauthorized manner.

(2) If the Chief Administrative Officer finds an unauthorized use of the Wastewater System including without restriction any tampering with any of the Facilities, the Chief Administrative Officer may make such changes in its Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.

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

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

(a) the applicable rate for the Wastewater Services used based on an estimate by the Chief Administrative Officer of the value the contravention of this section;

(b) all costs incurred by the MD in dealing with the contravention; and

(c) any other applicable fees or charges provided for in this Bylaw.

2. Requirement to Connect to Wastewater System

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

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

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

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

(5) The Owner of a Property in respect of which the Chief Administrative Officer has provided an exemption under subsection (2) shall install, at the Owner's expense, a Private Wastewater Disposal System that meets the approval of the Chief Administrative Officer.

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

3. Alternate Wastewater System

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

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

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

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

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

4. Authorizations and Approvals for Private Wastewater Line

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

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

5. Discharge into Wastewater System

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

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

(a) any matter containing Hazardous Waste;

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

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

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

- (e) any matter with corrosive properties which, by itself or in combination with any other substance, may cause damage to the Wastewater System;
- (f) any substance having a pH of less than 5.5 or greater than 10;
- (g) pharmaceuticals;
- (h) corrosive or toxic substances, including, without restriction, pesticides and herbicides;
- (i) radioactive materials;
- (j) condensing water,
- (k) the contents of any privy vault, manure pit or cesspool;
- (l) the contents of a sump pump; or
- (m) storm water or surface water.

6. Commercial or Industrial Wastewater

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

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

7. No Dilution

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

8. Protection of Wastewater System

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

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

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

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

9. Hauled Wastewater

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

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

10. Food-Related Grease Interceptors

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

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

11. Vehicle and Equipment Service Oil and Grease Interceptors

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

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

12. Sediment Interceptors

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

13. Spills

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

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

- i. name of the Person causing or permitting the discharge;
- ii. location of the release;
- iii. name and contact information of the Person reporting the discharge;
- iv. date and time of the discharge;
- v. type of material discharged and any known associated hazards;

vi. volume of the material discharged; and

vii. corrective action being taken, or anticipated to be taken, to control the discharge;

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

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

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

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

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

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SCHEDULE "D"

TERMS AND CONDITIONS OF SOLID WASTE SERVICES

Collection Services

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

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

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

3. Prohibited Waste

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

- (a) Household Waste generated by any Property outside of the Collection Area;
- (b) animal carcasses;
- (c) Bulk Waste;
- (d) Commercial Waste;
- (e) Construction Waste;
- (f) Hazardous Waste;
- (g) hot ashes; or
- (h) Liquid Waste.

4. Waste Collection Fees

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

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

5. Preparing Waste for Collection

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

- (a) all Waste must be secured within a Waste Receptacle or a Garbage Bag;
- (b) despite subsection (a), yard materials such as clippings from shrubs and trees may be compacted and securely tied in bundles not exceeding 1.2m in length and 25kg in weight, and placed beside the Waste Receptacle;
- (c) wet Waste must be thoroughly drained, double-bagged and tied securely;
- (d) light, dusty materials such as cooled ashes, sawdust, powders, vacuum cleaner bags, furnace filters and absorbents must be placed in a sealed disposable container;

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

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

6. Waste Receptacles

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

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

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

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

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

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

7. Curbside Collection

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

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

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

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

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

8. Setting Out Waste for Collection

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

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

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

9. Waste Collection

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

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

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

(4) In the event of severe weather or unusually large Waste volumes, the Chief Administrative Officer may alter the Collection Schedule for part or all of the Collection Area to include the day before and the day after the regularly scheduled collection day.

10. Ownership of Waste

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

11. Withholding Collection Services

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

12. Damage to Waste Receptacles

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

13. Interference with Waste Receptacles

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

14. Entering Private Property

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

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

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

SCHEDULE "E"

RATES, FEES AND CHARGES

Water and Wastewater Rates

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

Utility Services

Bi-Monthly Rates Hamlets – (pressurized distribution system)

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

Bi-Monthly Rates Rural connections – (cisterns)

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

The flow rate for any private connection will be 2 L per minute and must be connected to a cistern for pressurization of the private line. All private connections are for residential/domestic use only. Any Commercial or Agriculture use of water from the MD's rural mains, without an Agreement, will be deemed improper use and enforceable under Schedule F.

Monthly rates through Agreements

Province of Alberta (Parks) Water Agreement (Castle River and Sycline)

Castle/Sync \$200.00/line base rate for capital repair and replacement, @ \$1.50/m³ for consumption. The Province handles waste water and solid waste outside of this Bylaw. Repair and replacement of the distribution system within the Parks Zone will be as per Agreement with the Crown.

Village of Cowley Agreement

Cowley \$300.00 base rate for capital repair and replacement, @ 1.15/m³ for consumption. Repair and replacement of the distribution system within the Village of Cowley will be as per the Agreement.

Castle Mountain Resort Water Agreement

CMR \$2500.00 base rate for capital repair and replacement, @ \$1.50/m³ for consumption. CMR has its own system for waste water and another agreement for Solid Waste. Repair and replacement of the distribution system within the Resort will be the sole responsibility of CMR Inc.

Temporary Unmetered Water

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

2. New Service Connections

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

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

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

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

3. Additional Service Charges

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

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

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

(3) Meter Test Charge: \$200.00

4. Solid Waste Services

The Waste Collection Fee for curbside Solid Waste Services is:

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

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

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

5. Miscellaneous Service Fees and Charges

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

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

SCHEDULE "F"

SPECIFIED PENALTIES

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

Impede Wastewater Use of other Customers	Sch. C s. 1.1(a)	\$250.00	\$500.00
Use Wastewater System without an Account	Sch. C s. 1.1(b)	\$250.00	\$500.00
Use Wastewater System in unauthorized Manner	Sch. C s. 1.1(c)	\$250.00	\$500.00

** Second or subsequent offences.*

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

DRAFT



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

**M.D. of Pincher Creek No. 9
 Utility Application Form**

NAME		DATE OF APPLICATION
MAILING ADDRESS		CITY/TOWN
PROVINCE	POSTAL CODE	TELEPHONE

LEGAL DESCRIPTION OF PROPERTY

LOT	BLOCK	PLAN
LEGAL LAND DESCRIPTION		
HOUSE NUMBER		STREET

User of Utility Statement

As a customer requesting water, sewer, and garbage services at the above location, I understand that:

1. Only one service line per legal land description is allowed unless otherwise stated or prior notification has been given.
2. I must notify the M.D. administration of any service changes and address changes.
3. I am fully responsible for protecting any property from tampering and freezing.
4. The M.D. has the right to enter this property for the purpose of checking anything related to the water meter and utility lines.
5. I am responsible for any service amounts charged to this account if I move or have not provided the appropriate notification of any service disconnections or forwarding addresses.
6. I agree to indemnify and save harmless the M.D. from claims and liability resulting from water service disruptions.



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

7. I am aware that any outstanding charges on this utility account will be added to the property tax account April 1st of each year, transfer outstanding utilities from December 31st to taxes.

Signature of Applicant(s) _____

Date of Application _____ Email Address _____

Phone Number _____ Cell Number _____

For Office Use Only

Account No.	Tax Roll	Hook-Up Fee	Receipt No.

The personal information is being collected under the authority of the Municipal Government Act, Part 3; Division 3; and the Freedom of Information and Protection of Privacy Act and will be used for the management of M.D. owned facilities and may be shared with other utility providers. If you have any questions about this collection of information contact Troy MacCulloch at 403-627-3130.



Rural Water Utility Agreement

(all hookups except within Hamlets)

1037 Herron Ave
PO Box 279
Pincher Creek, AB T0K 1W0
p. 403.627.3130
f. 403.627.5070
info@mdpincercreek.ab.ca
www.mdpincercreek.ab.ca

THIS AGREEMENT MADE AND ENTERED INTO
THIS ____ DAY OF _____, A.D. 20__.

BETWEEN:

The Municipal District of Pincher Creek No. 9
a Municipal District, registered under the laws of the Province of Alberta
(hereinafter called the "MD")

And

(hereinafter called the "CONSUMER")

PHONE NO. (Home): _____ (other) _____

CURBSTOP NUMBER: _____

SERVICE LOCATION: _____

LEGAL LAND DESCRIPTION: _____

MAILING ADDRESS: _____

WHEREAS the Consumer desires a supply of water for use at the service location;

AND WHEREAS water service is available to all residents of the MD within the Hamlets of Lundbreck and Beaver Mines or along established water mains;

AND WHEREAS this document is deemed to be an application only for service until it is executed under seal by the duly authorized officers of MD;

AND WHEREAS the MD at all times reserves the right to refuse any application for just cause;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, covenants and agreement herein contained the parties agree as follows:

1. DELIVERY AND SALE: The MD shall sell and deliver to the Consumer, so far as is practical to do so and the Consumer shall purchase from the MD all of his requirements for water at the Service Location PROVIDED THAT the MD shall only be obligated to supply water up to a maximum hourly flow rate at 2 litres per minute (cistern use) or to a maximum usage of _____ m³ / _____, (for transmission off of regional lines) governed under licence and registered with Alberta Environment and Parks. (proof of licence required to accompany this application)

2. CONSTRUCTION COSTS: The Consumer upon making this application SHALL PAY (HAS PAID) TO THE MD the full cost recovery of installation. The total installation cost will be repaid by the Consumer as per the MD Bylaw 1320 -20, Schedule E, Sec. 2.

3. TITLE: The title to the distribution system up to and including the curb stop and including the extensions to serve other members or Consumers shall be the MD's. The MD shall have the right to make use of and/or continue the said water line extension for the purpose of serving other members or consumers.

4. CURB STOP LOCATION: The curb stop shall be placed on the Consumer's property at a point which the MD shall have the sole right to determine. The Consumer may designate his choice of location prior to construction and so notify the MD and the MD may comply with the request, if in the opinion of the MD the location is suitable and practical for technical and safety reasons. Title of water supplied by the MD shall pass from the MD to the Consumer at the outlet of the curb stop.

5. RIGHT OF WAY: The Consumer hereby grants to the MD as and when requested by the MD a utility right-of-way and easement, that the MD requires in order to construct and maintain its distribution system to serve the Consumer or any current or future consumers of the MD, upon the terms and conditions of the MD's standard easement agreement across all lands in which the consumer has or may acquire an interest (the Consumer's Land), to the full extent of that interest. The Consumer further agrees to execute prior to construction of the distribution system all documents which the MD may require to be executed for the purpose of registering the MD's standard easement agreement. The utility right-of-way and easement hereby granted shall remain in full force and effect for as long as the MD continues to operate and maintain distribution lines across the Consumer's Land and will continue to operate notwithstanding the discontinuance of service by the MD, its successors and assigns, or the termination of this Agreement.
(Bylaw 1320-20, Schedule A, Sec. 4)

6. ACCESS: The MD, its servants, agents, and nominee shall have the right of reasonable access to the Consumers Land and buildings at all reasonable times for the purpose of inspecting any of the lines, equipment or appliances upon the Consumers Land whether the same are the property of the MD or the Consumer, and for the purpose of repairing or maintaining the same, of removing all or any part of the same which are the property of the MD. (Bylaw 1320-20, Schedule A, Sec. 13 and 24)

7. MAINTENANCE: The MD shall at its sole risk and expense construct pipelines, meters, regulators, and other facilities needed to deliver water to the outlet of the curb stop. The MD shall perform all maintenance and make repairs, renewals, or replacements as it sees fit to do so. The MD will not however, be responsible for repairs, renewals, replacements or maintenance of the Consumers piping or equipment beyond the outlet of the curb stop / meter which is designated at the point of delivery.
(Bylaw 1320-20, Schedule A, Sec. 7 and 8)

8. DOWNSTREAM CONSTRUCTION: The Consumer shall be liable for the costs of installations of all secondary piping beyond the outlet of the curb stop and within his own premises including the piping from the point of delivery to the buildings and shall assume all risk and responsibility with respect to such piping and his equipment and protection of the same. The Consumer agrees that any such piping shall be done in conformity with all laws, statutes, bylaws, rules and regulations made by the MD. The MD shall have the right to inspect such piping but such inspections shall not relieve the Consumer of his responsibility in respect of such piping and installation, or in respect of any of his equipment or appliances.

Downstream construction is defined as being within the established boundaries of the Consumers property. The Consumer shall not add or sell water to other residential structures, including houses, trailers or businesses that are not directly owned by him, exist on the serviced yard or are further than 200 yards from the primary dwelling. Service to these situations must be through the MD and NOT by a Consumer. The MD reserves the right to discontinue service to the primary location on the decision of the Chief Administrative Officer that a service violation has been installed.

The Consumer acknowledges that the supply of water by the MD to the service location is provided at a maximum flow rate stated in Section I (above) and that the Consumer must construct, at his own sole cost and expense, a holding tank for reserve purposes that will be suitable and adequate for his anticipated water requirements; or a transmission network that will not exceed the stated maximum usage as licensed by, and registered with Albert Environment and Parks.

In the event that the Consumer subdivides the parcel of land to which water is supplied hereunder, this Agreement shall apply to that portion of the subdivided land upon which the point of delivery is located. Water service shall only be available to the other subdivided parcel or parcels pursuant to new Customer Contract or Contracts. (Bylaw 1320-20, Schedule B, Sec. 4)

9. WARNING AND INDEMNITY: The MD shall incur no liability by reason of failure to supply water for any cause beyond the reasonable control of the MD, nor shall it be liable for loss, costs, or damage to persons or property arising or resulting from the supply or use of water. The Consumer is hereby warned of the danger from contact with any part of the MD's lines or equipment, and he shall at all times exercise every reasonable precaution necessary to prevent any damages to said lines and equipment. In the event of any accident, injury or damage occurring by reason of tampering, full responsibility therefore as between the MD and the Consumer shall be upon the Consumer and the Consumer shall at all times indemnify and save harmless the MD from any and all claims for damages arising by reason of any such accident, injury or damages. The Consumer shall be responsible for all damages to lines and equipment on his property due to his and/or his agent's negligence.

10. RESALE: The Consumer shall not resell water delivered to him under the terms on the Agreement unless named in Bylaw 1320-20, Sch. E, Sec. 1, and the Consumer does so under licence from Alberta Environment and Parks. (Bylaw 1320-20, Schedule B, Sec. 4)

11. DISCONTINUANCE OF SERVICE: The MD shall have the right to discontinue or refuse to continue the supply of water to the Consumer for any of the following reasons:

- 11.1 lack of supply of water;
- 11.2 repairs or alterations to the MD's piping or equipment;
- 11.3 conditions which in the opinion of the MD are dangerous to life or property;
- 11.4 to prevent fraud, abuse to MD property or the resale to others of water;
- 11.5 non-payment of any account when due;
- 11.6 the insolvency or bankruptcy of the Consumer;
- 11.7 the use not in conformity with the provisions of the Agreement by the Consumer of any water;
- 11.8 the breach by the Consumer of any of the provisions of this Agreement;

The MD shall not be required to provide notice of discontinuance for the reasons set out in subclauses (11.1) to (11.3) inclusive but shall give forty-eight (48) hours notice of discontinuance for the reasons set out in subclauses (11.4) to (11.8) inclusive.

The discontinuance of the supply of water for any of the reasons aforesaid shall in no way affect any other rights or remedies that the MD may have against the Consumer. The MD shall have the right to charge the Consumer a reconnection fee as set from time to time by the Council of the MD, before the supply of water is reconnected after discontinuance for any of the reasons set out in subclause (11.3) to (11.8) inclusive. The MD in its discretion may refuse to reconnect any service where the same has been discontinued for any reasons set out in subclause (11.3) to (11.8).

12. NOTICE: The MD may serve any discontinuance notice, or other document required to be served hereunder by mailing the same by prepaid registered mail to the Consumer at the address herein provided or by delivering the same by prepaid registered mail to the Consumer at the address herein provided or by delivering the same to the premises where water is being supplied by the MD and/or attaching the same to the door of the premises. In the event that clause 15 hereof applies, notice shall be given by mail to the Consumer and by delivery to the premises where water is being supplied.

The Consumer may give notice to the MD by delivering the same to the MD's office and leaving the same with the Chief Administrative Officer or by mailing the same by prepaid registered mail to the MD at the address herein provided. The addresses of the parties hereto, to which communications and notices may be served and to which all payments shall be made are as follows:

Attn : Chief Administrative Officer
1037 Herron Ave
PO Box 279
Pincher Creek, AB
T0K1W0

Any such notice or document shall be conclusively deemed to have been given and received if delivered, on the date of such delivery, or if mailed, ten (10) days after such mailing. Either party may change its address by notice in writing served upon the other party.

13. WATER RATES: The Consumer shall pay to the MD for water at a rate set by the Council of the MD as per Water Utility Bylaw 1320-20, Schedule E. Payment by the Consumer for water purchased shall be made to the MD as per the Bylaw. Accounts for water and operating charges which are not paid when due shall incur a late payment penalty as per the Bylaw and set by the Council of the MD from time to time until paid.

14. **OPERATING CHARGE:** The Consumer shall pay to the MD a monthly operating charge as per the Water Utility Bylaw set by the Council of the MD from time to time. The operating charge shall be payable by the Consumer as per the schedule prescribed within the Bylaw.

15. **RENTAL PROPERTY:** In the event that the Consumer has entered into or hereafter enters into an agreement whereby the Consumer's land to which water is supplied is rented to a third party, the Consumer shall be liable to the MD from the time of notice by the MD to the Consumer of default in payment by the third party, for all rates, charges and other costs (including interest thereon) charged hereunder notwithstanding that the third party has entered in to a Customer Contract with the Association and notwithstanding that the invoice for water and the operating charge is addresses to such third party.

16. **TERM:** This Agreement shall be for a term of five (5) years from the date first above written and thereafter shall continue in force from year to year subject to termination at the end of any such year either party giving the other party at least thirty (30) days notice in writing of such termination.

17. **TRANSFER:** This Agreement is not transferable or assignable by the Consumer without the consent of the MD. In the event that the MD consents to an assignment, the Consumer shall not be relieved of an existing debt to obligation to the MD.

18. **VERBAL AGREEMENTS:** No promises, agreements or representations by an agent or employee of the MD shall be binding upon the MD unless the same is incorporated into the Agreement before it is signed and accepted by the authorities of the MD.

19. **AGENTS:** Notwithstanding anything herein contained the MD shall be entitled to assign all or any of its rights or obligations under this Agreement and may from time to time appoint, employ or engage a person, firm or corporation to do any act or thing which the MD is required or entitled to do hereunder either in its own name or in the name of the MD. In such event, such person, firm or corporation shall have the rights to access to the Consumer's Lands set out in Clause 5 and 6 herein.

20. **DEFINITIONS:** IT IS UNDERSTOOD that to Clause 17 herein, this Agreement shall enure to the benefit of and be binding upon the MD, its successors and assigns and Consumer, his executors and administrators, successors and assigns and that whatever the singular or masculine is used herein that same shall be construed as meaning the plural or feminine or a body corporate where the context so requires and that if the Consumer is two or more parties the agreements and covenants on their party shall be deemed to be joint and several.

21. **ENCUMBRANCE:** The Consumer hereby charges and encumbers all his estate and interest in the Consumer's Land to the extent of any monies owing by the Consumer to the MD from time to time under the terms hereof together with any cost, including legal fees on a solicitor and client basis, incurred by the MD in the collection thereof; and acknowledges and agrees that the MD may, upon default of payment of any amount owing hereunder, register a Caveat against the title to the Consumer's Lands respecting such debt. The foregoing shall be an addition to, and not in derogation from or substitution for, any other rights or remedies to which the MD may be entitled.

22. **REGULATIONS:** This agreement is made subject to any policies and procedures passed by the Council of the MD from time to time and of any governmental body having jurisdiction and such policies and procedures form a part of this Agreement. Copies of any bylaws, policies and procedures passed by the Council are available to the Consumer at the MD's office during normal business hours.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the _____ day of _____, A.D. 20__.

The Municipal District of
Pincher Creek No. 9

(corporate seal)

Reeve

Chief Administrative Officer

SIGNED SEALED AND DELIVERED
in the presence of:

Consumer name PRINT

Witness

Consumer SIGNATURE

MD of Pincher Creek #9
Box 279
1037 Herron Avenue
Pincher Creek, AB
T0K 1W0

November 18, 2020

Subject: Proposed Bylaw No. 1320-20 (Utilities) – Input for Public Hearing

To MD Council:

Thank you for letting us comment on the proposed Utility Bylaw for the MD of Pincher Creek. We generally support the bylaw, and feel the MD has struck the right balance for Beaver Mines, making connection to the new system voluntary, but potentially attractive through reasonable utility rates and the ability to spread out some connection costs over a 20-year period. We have two areas of concern (see Page 3 for relevant sections of the Bylaw):

1) Schedule “A” Part 1. Section 2. No Guarantee of Continuous Supply

We are concerned that the MD can cut-off public water and wastewater with no notice or remedy for the customer, even if the risk is low. We understand the need for occasional water rationing at times of drought but the prospect of being cut off from essential drinking water and sewage disposal is unacceptable, especially if we must abandon our existing well and septic system (see discussion below). We would hope that the MD would continue to provide temporary essential water and wastewater should the public system fail, and request that this section of the bylaw be changed to reflect that.

2) Schedule “B” Part 1. Section 3. Alternate Water Supply

We understand that in Alberta a well must be abandoned if it is no longer used. However we question the MD’s authority to prohibit people from using their well as long as there is no cross-connection to the public system. Also, this section contradicts the MD’s “Beaver Mines Water and Wastewater Project Update – Spring 2019” mail out, which stated that “All existing wells are to be isolated from the new potable water system with a backflow prevention device that meets the current plumbing code; these devices will require an annual inspection. Alternatively, a separate system for watering gardens can be maintained”.

We would like to be able to maintain our existing well for outdoor watering, even if we connect to public water, and we understand many of our neighbours feel the same way. We believe this should be allowed, particularly in light of the MD’s inability to guarantee supply (see previous discussion). This will encourage people to make the switch to public water, and reduce the stress on the public

system in times of drought, something which could be increasingly important as demand for water at Castle Mountain Resort and the rest of the MD increases and/or the Oldman Reservoir dries up over time.

If these clauses must remain in the bylaw, then we would like to understand what allowances the MD would be prepared to make for people like us who might like to maintain their existing wells for the foreseeable future but still get public water.

Finally, since according to the bylaw, those Beaver Mines residents who have existing wells and septic systems will incur substantial costs for abandoning their current systems if they want to make the switch to public water and sewer, the MD might wish to consider additional incentives – such as waiving the “Additional Service Charges” in Schedule “F” – to encourage people to sign up early.

We hope this input is helpful. Please feel free to contact us if you wish to discuss any of these concerns.

Yours truly,

Lynn Calder

Beaver Mines, AB

Relevant Sections of Proposed Bylaw

1) Schedule "A" Part 1. Section 2. No Guarantee of Continuous Supply

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

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

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

2) Schedule "B" Part 1. Section 3. Alternate Water Supply

(1) Subject to subsection (2), once a Property is connected to the Water System, (a) no Person shall allow water to be supplied to that Property by way of a well, spring or other source of water supply that is not connected to the Water System; and

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

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

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

**MINUTES
COUNCIL COMMITTEE MEETING
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
Tuesday, November 10, 2020 9:00 am**

Present: Reeve Brian Hammond, Deputy Reeve Rick Lemire, Councillors Terry Yagos, Quentin Stevick and Bev Everts.

Staff: Director of Development and Community Services Roland Milligan, Director of Finance Meghan Dobie and Executive Assistant Jessica McClelland.

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

1. Approval of Agenda

Councillor Bev Everts

Moved that the agenda for November 10, 2020 be amended to include:

- 3) Roundtable
 - MD Staff Christmas Luncheon
 - Letters of Thanks to RMA .

Carried

2. Closed Session

Councillor Quentin Stevick

Moved that Council move into closed session to discuss the following, the time being 9:01am:

- a) Pincher Creek EMS Budget Review – FOIP Section 17
- b) CAO Remuneration Strategy - FOIP Section 17
- c) Outstanding PCESC Membership Item – FOIP Section 17
- d) Most Grant Discussion (Part 2) – FOIP Section 17

Carried

Councillor Terry Yagos

Moved that Council move out of closed session, the time being 12:16 pm.

Carried

Councillor Bev Everts left the meeting at this time, the time being 12:16 pm.
Christmas Luncheon

Roland Milligan advised that due to COVID-19 the MD will not be hosting a Christmas party for staff, and will be holding a smaller luncheon. He requested if Council would be available to present the long service awards.

Letters to RMA was moved to afternoon session.

3. Adjournment

Councillor Terry Yagos

Moved that the Committee Meeting adjourn, the time being 12:55 pm.

Carried

MINUTES
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9
REGULAR COUNCIL MEETING
NOVEMBER 10, 2020

The Regular Meeting of Council of the Municipal District of Pincher Creek No. 9 was held on Tuesday, November 10, 2020, at 1:00 pm, in the Council Chambers of the Municipal District Administration Building, Pincher Creek, Alberta.

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

STAFF Director of Development and Community Services Roland Milligan, Director of Finance Meghan Dobie, Director of Operations Aaron Benson and Executive Assistant Jessica McClelland.

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

A. ADOPTION OF AGENDA

Councillor Rick Lemire 20/398

Moved that the Council Agenda for November 10, 2020 be amended to include:

- G4b – Letters of Thanks to RMA
- H1f- Highway 3 Functional Planning Study
- Jb PCEMC Draft Budget Review – FOIP Section 17

And that the agenda be approved as amended.

Carried

B. DELEGATION

a) RCMP

Sergeant Ryan Hodge and Corporal Mark Amatto attended the meeting at this time to discuss how the two detachments work close together to ensure support from either side of our community. The MD of Pincher Creek offered any assistance we can in the means of social media or support to assist getting information out to the community.

Sgt Ryan Hodge and Cpl Mark Amatto left the meeting at this time, the time being 1:27 pm.

b) Heritage Acres

Jim Peace and Greg Vissar with Heritage Acres attended the meeting at this time to discuss 2020 projects, and future considerations for the farm museum. With COVID this tourism season, numbers and donations were down for the museum and they are looking at various ways to continue to offer visitors (in person and virtual) a way to see what the museum has to offer while still maintaining safety.

Jim Peace and Greg Vissar left the meeting at this time, the time being 2:00 pm.

C. MINUTES

1. Committee Meeting Minutes

Councillor Quentin Stevick 20/399

Moved that the Minutes of the Committee Meeting on October 27, 2020 be approved as presented.

Carried

Minutes
 Regular Council Meeting
 Municipal District of Pincher Creek No. 9
 November 10, 2020

2. Council Organizational Meeting Minutes

Councillor Terry Yagos 20/400

Moved that the Minutes for the Organizational Meeting on October 27, 2020 be approved as presented.

Carried

3. Council Meeting Minutes

Councillor Bev Everts 20/401

Moved that the Minutes for the Council Meeting on October 27, 2020 be amended to change “Castle Mountain Resort” to “Castle Mountain Community Association” in the Committee Reports;

AND THAT the minutes be approved as amended.

Carried

D. BUSINESS ARISING FROM THE MINUTES

E. UNFINISHED BUSINESS

F. COMMITTEE REPORTS / DIVISIONAL CONCERNS

1. Councillor Quentin Stevick – Division 1
2. Councillor Rick Lemire – Division 2
 - a) Pincher Creek Emergency Services Commission
3. Councillor Bev Everts– Division 3
 - a) Agricultural Service Board
 - b) Alberta Southwest
4. Reeve Brian Hammond - Division 4
 - a) Mayors and Reeves
5. Councillor Terry Yagos – Division 5
 - a) Pincher Creek Emergency Services Commission

Councillor Terry Yagos 20/402

Moved to accept the Committee Reports and information.

Carried

G. ADMINISTRATION REPORTS

1. Operations

a) Operations Report

Councillor Rick Lemire 20/403

Moved that Council receive for information:

- Public Works Call logs, dated November 5
- Capital Budget Summary, dated November 5
- Program Capital Budget Projects Status, dated November 5, 2020

Carried

Minutes
 Regular Council Meeting
 Municipal District of Pincher Creek No. 9
 November 10, 2020

b) Policy C-PW-009 Dust Control

Councillor Terry Yagos 20/404

Moved that Policy C-PW-009 Dust Control, be tabled to the next Council meeting with the amendments as discussed.

Carried

c) Excavator Purchase Timing

Councillor Bev Everts 20/405

Moved that Council approve the purchase of new excavator in 2020 for \$315,000, through the Equipment Reserve (6-12-0-752-6740).

Carried

2. Development and Community Services

a) AES Report November

Councillor Terry Yagos 20/406

Moved to accept the AES November report as information.

Carried

Councillor Rick Lemire declared a conflict of interest and left the meeting at this time, the time being 3:03 pm.

b) Burmis Tree Roadside Sign Crowsnest Heritage Initiative Society

Councillor Quentin Stevick 20/407

Moved that Council grant approval to the Crowsnest Heritage Initiative Society to place an additional sign at the Burmis Tree roadside turnout within the Highway No. 3, provided that the MD of Pincher Creek is appropriately mentioned on the signage.

Carried

Councillor Rick Lemire returned to the meeting, the time being 3:05 pm.

3. Finance

a) Public Auction – Conditions and Reserve Bids (1 Rustler's Ridge; Lot 2, Block 15, Plan 0610438)

Councillor Terry Yagos 20/408

Moved that Council approve the Terms and Conditions for the 2021 Public Auction as presented;

And that, Council set Thursday, January 28, 2021 at 10:00am as the public auction date;
 And that, Council establish the following reserve bid for the property currently being offered for sale at the 2021 Public Auction.

- Roll Number - 4561.020
- Legal Description - 1 Rustler's Ridge; Lot 2, Block 15, Plan 0610438
- Reserve Bid - \$170,000

Carried

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

a) Chief Administrative Officer Report

Councillor Quentin Stevick 20/409

Moved that Council receive for information, the Chief Administrative Officer's report for the period of October 28, 2020 to November 10, 2020.

Carried

b) Letters of Thanks - RMA

Councillor Rick Lemire 20/410

Moved that Administration write the following letters to Rural Municipal Administration, thanking them for their efforts with the organization:

- Paul McLauchlin
- Brian Brewin
- Al Kemmere
- Kara Westerlund
- Gerald Rhodes

Carried

H. CORRESPONDENCE

1. For Action

a) Regular Meeting of the Foothills Little Bow Municipal Association

Councillor Terry Yagos 20/411

Moved that the notice of the Regular Meeting of the Foothills Little Bow Municipal Association be received as information.

Carried

b) Budget Consideration for 2021 Membership Fee for Highway 3 Twinning and Inclusion in ICF

Councillor Bev Everts 20/412

Moved that the MD of Pincher Creek approve the financial support, at the reduced rate, for the 2021 Membership Fee for Highway 3 Twinning at a rate of \$1,037.75.

Carried

c) Reeve Invitation 2020 Remembrance Day from the Legion

Councillor Terry Yagos 20/413

Moved that the MD of Pincher Creek appreciates the efforts of the Pincher Creek Legion in celebrating our veterans for Remembrance Day but due to changes with COVID-19 at this time, we respectfully decline the invitation to participate in person this year.

Carried

Minutes
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Councillor Rick Lemire 20/414

Moved that Councillor Quentin Stevick, with thanks on behalf of Council, be authorized to attend the outdoor ceremony for Remembrance Day, hosted by the Twin Butte Community Association.

Carried

d) Outstanding Membership Agreement Form Letter from PCEMS

Councillor Rick Lemire 20/415

Moved that Council direct Administration to draft a letter to PCESC to offer a reserve contribution equal to their funding partners, up to a maximum of \$100,000;

AND THAT prior to the release of these funds, PCESC provides an approved reserve policy identifying why PCESC has reserves and how each are used.

Carried

e) Email of concern over Grassy Mountain Coal Mine

Councillor Quentin Stevick 20/416

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

Carried

Councillor Rick Lemire declared a conflict of interest and left the meeting at this time, the time being 3:43 pm.

f) Hwy 3 Functional Planning Study through Piikani Reserve Terms of Reference

Councillor Bev Everts 20/417

Moved that Council be directed to review Hwy 3 Functional Planning Study through Piikani Reserve Terms of Reference, and report back to Administration by November 18, 2020 so that comments can be included in a submission due by November 20, 2020.

Carried

Councillor Rick Lemire returned to the meeting, the time being 3:34 pm.

Councillor Bev Everts 20/418

Moved the following be received as information:

- a) NGTL West Path Delivery 2023 Application Notification
- b) Grant Specialist report for General Circulation
- c) Infrastructure Finding Letter - Honourable Tracy L. Allard, Minister of Municipal Affairs
- d) Royal Canadian Legion Letter Re: Poppy Campaign

Carried

I. NEW BUSINESS

J. CLOSED SESSION

Councillor Quentin Stevick 20/419

Moved that Council move in to closed session to discuss the following, the time being 3:59 pm:

- a) Pincher Creek Emergency Services Commission (PCESC) Fire Response - FOIP Section 17

Minutes
 Regular Council Meeting
 Municipal District of Pincher Creek No. 9
 November 10, 2020

b) Pincher Creek Emergency Services Commission (PCESC) Draft Budget Review - FOIP
 Section 17

Carried

Councillor Bev Everts 20/420

Moved that Council open the Council meeting to the public, the time being 4:56 pm.

Carried

a) Pincher Creek Emergency Services Commission (PCESC) Fire Response

Councillor Bev Everts 20/421

Moved that Council direct Administration to clarify concerns on the billing structure as discussed and return the report to the next Council meeting for dialogue and approval.

Carried

Councillor Rick Lemire 20/422

Council directed the commission members to present concerns regarding the proposed 2021 budget to the PCEMC, as discussed

Carried

K. ADJOURNMENT

Councillor Terry Yagos 20/423

Moved that Council adjourn the meeting, the time being 4:58 pm.

Carried

REEVE

CHIEF ADMINISTRATIVE OFFICER



CORPORATE POLICY

C-PW-009

TITLE: DUST CONTROL

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

Date: February 22, 2011
Date: June 26, 2018
Date: May 14, 2019
Date: May 26, 2020
Date: **November 24, 2020**

PURPOSE OF POLICY

To clarify and prioritize within budget limitations the areas in which dust control suppressants may be applied on MD controlled roadways in ongoing efforts to ensure public safety, quality of life, and to realize road maintenance cost reductions.

POLICY STATEMENT

1. The MD dust control program is regulated by the dust control policy. Additional application of dust control products are available to residents on a user pay basis.
 - a. No warranty is provided for dust control. The person requesting the service shall be charged a fee, as per C-FIN-529, Fees and Charges, each time the dust control product is applied on the road.
2. Dust control is meant to control dust on the roadways, not to eliminate it completely. When dust control products are applied, the substance will adhere to the gravel surface. These products retain moisture (from rain, humidity), which weighs down the dust particles, making them less likely to become airborne after a vehicle has passed over the area.

DEFINITIONS

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

CONDITIONS FOR SERVICE

4. The MD will not apply dust suppression product to private property and will only apply dust suppression product for corporate entities with Council approval.
 5. Companies having a road use agreement will be required to control dust with water as and when required. The Public Works Superintendent will monitor their activities and dust levels.
-

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6. Dust suppression on roads using water only is at the discretion of the Public Works Superintendent.
 7. *The primary dust control suppressants of the MD will be Lignosulfonate, MG 30 (magnesium), and Calcium Chloride. All dust abatements will meet the approved requirements of the Alberta Transportations highway maintenance specifications.*
~~Lignosulfonate is the primary dust control product of the MD and is the only product used on public roads within the MD by Public Works, alternate products approved for use include MG30 (magnesium), and Calcium Chloride.~~
 - a. Testing of new products will be conducted annually to determine if they provide a more durable surface, or are more cost effective.
 8. Public Works will apply dust control to the roads in Schedule "A" to Policy C-PW-009 as approved by Council annually prior to doing the MD's arterial roads.
 - a. Private requests and other areas to ensure the roads with the most traffic are done prior to lower use roads.
 9. Residents who are looking to have their dust suppression done prior to the MD completing the roads identified in Schedule "A" can contract approved service providers to apply one of the approved products.
 - a. *Prior to any work being done on MD roads, approved service providers will be required to complete a hold harmless agreement.*
 10. Prior to residential dust control being applied, the resident must fill out and sign an agreement to purchase materials or services form.
 - a. To allow for product ordering and timelines, agreements shall be completed prior to the application deadline of May 1 each year. No service is guaranteed for requests received after this date.
 11. In order to complete this work in a timely manner, Public Works may utilize alternate service providers, ~~Approved service providers include:~~ *when required and as per discretion of the Public Works Superintendent. Approved service providers are listed in Appendix B*
 - b. ~~Grumpy's Landscaping Ltd.~~
 - e. ~~Sinnott Farm Services Ltd.~~

Brian Hammond
Reeve

Troy A. MacCulloch
Chief Administrative Officer

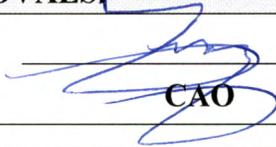
Recommendation to Council

TITLE: APPOINTMENT OF MEMBERS TO COMMITTEES	
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PREPARED BY: JESSICA MCCLELLAND	DATE: November 19, 2020
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DEPARTMENT: ADMINISTRATION

		ATTACHMENTS: None
Department Supervisor	Date	

APPROVALS:		
Department Director	Date	<div style="text-align: center;">  CAO </div>
		<div style="text-align: right;"> <i>19 Nov 2020</i> Date </div>

RECOMMENDATION:

That Council appoint the following:

- **Police Advisory Committee**
 - 1 Councillor or designate CAO Troy MacCulloch
- **Recreation Advisory Committee**
 - Kristopher Larson
- **Airport Advisory Committee**
 - Leo Reedyk and Gordon Berturelli
- **Agricultural Service Board**
 - Martin Puch, Frank Welsch, David Robbins and Anna Welsch
- **Pincher Creek Library Board**
 - Blanche Lemire, Sandra Baker and Mike Barkwith
- **Municipal Planning Commission**
 - Jim Welsch

BACKGROUND:

Council appoints committee members annually at the Organizational Meeting in October. At that time the Police Advisory Committee was missed on the list of organizations. Additionally, letters were sent to current committee members asking if they had interest to stay on, all but one person agreed to another year on their committee. With an opening of one person for the Municipal Planning Commission, the MD advertised in papers and on social media but did not receive any applications at this time.

FINANCIAL IMPLICATIONS:

No changes at this time.



Alberta SouthWest Regional Alliance Minutes of the Board of Directors Meeting

Wednesday October 7, 2020 - Town Council Chambers - Fort Macleod

Board Representatives

Jim Bester, Cardston County
Brent Feyter, Fort Macleod
Scott Korbett, Pincher Creek
Brad Schlossberger, Claresholm
Rick Lemire, MD Pincher Creek
Blair Painter, Crowsnest Pass
Victor Czop, Nanton (alt)

Dennis Barnes, Cardston
John Van Driesten, MD Willow Creek
Tim Lauscher, Waterton (alt)

Resource Staff and Guests

Linda Erickson, Jobs, Economy, and Innovation
Tony Walker, CF Southwest
Lori Hodges, LRSD
Bev Thornton, AlbertaSW

1. Call to Order and Welcome
Vice-Chair, Jim Bester, called the meeting to order.
2. Approval of Agenda
Moved by Blair Painter THAT the agenda be approved.
Carried. [2020-10-702]
3. Approval of Minutes
Moved by Brad Schlossberger THAT the minutes of September 2, 2020 be approved as amended.
Carried. [2020-10-703]
4. Approval of Cheque Register
Moved by Rick Lemire THAT cheques #2843 to #2852 be approved as presented.
Carried. [2020-10-704]
5. Town of Claresholm letter to Minister
Town of Claresholm has sent a letter of support for REDAs to The Hon. Doug Schweitzer, new Minister of Alberta Jobs, Economy, and Innovation. A copy of the letter and request to also send letters has been circulated for consideration to all member municipalities.
6. Government of Alberta update
MLA Martin Long has been appointed to new position as Parliamentary Secretary for Small Business and Tourism. REDA three-year agreements are prepared and being processed.
7. REDA Continuity & Communications
2019-2020 Year-end Report reflects metrics and key outcomes that offer relevant messaging and information for our communities.
8. Alberta Health Services Programs
Alberta Health Services seeking applications for Advisory Council members from the regions.
There will also be upcoming community input sessions on October 28, 2020. Call Bev for details.
9. CF Southwest Update
Tony Walker provided an overview of Community Futures annual operations and upcoming programs. Accepted as information.
10. Alberta Parks Update
Shalane Friesen provided a written update of recent happenings in southern provincial parks. Accepted as information

11. LRSD Update
School Board Chair Lori Hodges provided an update of school re-opening activities. Accepted as information.
12. Executive Director Report
Accepted as information.
13. Round Table Updates
Accepted as information.
14. Upcoming Events
❖ **Business of Outdoor Recreation Summit: October 13-15, 2020**
On-line event details in development.

❖ **EDA Conference: November 25-26, 2020**
On-line event. www.edaalberta.ca
15. Board Meetings
➤ November 4, 2020- Fort Macleod, in person, if possible
➤ December 4, 2020-TBD-Organizational Meeting
16. Adjournment
Moved by John Van Driesten THAT the meeting be adjourned.
Carried. [2020-10-705]

Chair

Approved November 4, 2020

Secretary/Treasurer

Meeting Minutes
of the
Agricultural Service Board – Municipal District of Pincher Creek No. 9
October 7, 2020 – MD Council Chambers

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

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

Not Present: Councillor Terry Yagos and Member Anna Welsch

Frank Welsch called the meeting to order at 1:34 pm.

A. ADOPTION OF AGENDA

Martin Puch 20/100

Moved that agenda be amended to include:

- New Business
 - 2a) New Resolutions

AND THAT the agenda be approved as amended.

Carried

B. MINUTES

Councillor Everts 20/101

Moved that the minutes of September 16, 2020 be amended to change “Alice” to “ALUS” and that the minutes be approved as amended.

Carried

C. DELEGATION

Kelly Cooley with CoolPro Solutions attended the meeting at this time to present to the board an update on what CoolPro Solution has been contracted to do in the MD. Presently he is contracted to assist with weeds and inspections, as well as facilitating the upcoming South Region Agricultural Service Board Virtual Conference.

Kelly Colley left the meeting at this time, the time being 2:26 pm.

D. BUSINESS ARISING FROM THE MINUTES

Working Well Workshops

David Robbins 20/102

Moved that the administration be directed to plan a virtual “working well workshop” to be facilitated by the MD AES department, for February 2021.

Carried

E. UNFINISHED BUSINESS

F. 2020 AES DEPARTMENT REPORT

Councillor Bev Everts 20/103

Moved to accept the departmental report from the Agricultural Fieldman for October 2020 as information.

Carried

Councillor Bev Everts 20/104

Moved that the ASB Work plan be brought to the November 4, 2020 ASB meeting, specifically with information on how a contract position could be utilized to assist with the work load of the present Ag Fieldman.

Carried

G. CORRESPONDENCE

1. FOR ACTION
2. FOR INFORMATION

Martin Puch 20/105

Moved the following be received as information:

- a) Latest Crop Report
- b) ASB Fact Sheet
- c) Dutch Elm Disease
- d) ASB 2021 Summer Tour Cancellation
- e) Soil Moisture Reports
 - 1) 14 day precipitation accumulations
 - 2) Soil moisture reserves relative to normal
 - 3) 90 day temperature relative to normal
 - 4) 25pct risk date for first killing frost
- f) Lethbridge Dutch Elm Disease news release

Carried

H. NEW BUSINESS

1. AES Policies

a. 607 Conservation Project Funding

David Robbins 20/106

Moved that policy 607 Conservation Project Funding be tabled to the meeting in November pending background information from administration.

Carried

b. C-AES-609 Agricultural Service Board Appeal Committee

Martin Puch 20/107

Moved that C-AES-609 Agricultural Service Board Appeal Committee be referred to Council for review and approval.

Carried

2. South Region Agricultural Service Board Virtual Conference

Councillor Bev Everts 20/108

Moved that voting members for the South Region Agricultural Service Board virtual conference be members Frank Welsch and David Robbins;

AND THAT all members of the ASB be encouraged to attend the virtual conference.

Carried

a. New Resolutions

New resolutions for the South Region Agricultural Service Board Virtual Conference were discussed.

3. Weed Concern

Martin Puch 20/109

Moved that AES staff provide a follow-up at the November meeting on a weed concern brought to the attention of the board in the NW 4-8-29 W4M.

Carried

I. NEXT MEETING

November 4, 2020

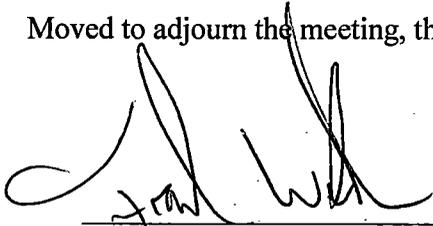
J. ADJOURNMENT

David Robbins

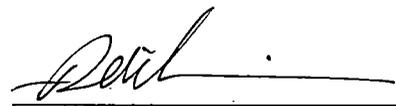
20/109

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

Carried



ASB Chairperson



ASB Secretary

PINCHER CREEK EMERGENCY SERVICES COMMISSION

Regular Meeting Minutes
October 1, 2020

Opening

The Regular Meeting of the Pincher Creek Emergency Services Commission was called to order at 1:30 p.m. on October 1, 2020 by Chairperson Scott Korbett.

Present Members

Scott Korbett
Lorne Jackson
Brian Hammond
Terry Yagos

Staff

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

Delegation

Harold Hollingshead

1.0 Agenda

2020/106 Terry Yagos moved;
that the agenda be accepted as presented.

Carried

2.0 Delegations

a. Harold Hollingshead

2020/107 Brian Hammond moved;
that Management collects some information to make a strategy for
the next Regular Meeting.

Carried

3.0 Meeting Minutes

a. Regular Meeting Minutes – August 27, 2020

2020/108 Brian Hammond moved;
that the Regular Meeting Minutes of August 27, 2020 be accepted as
presented.

Carried

b. Special Meeting Minutes – August 27, 2020

2020/108 Terry Yagos moved;
that the Regular Meeting Minutes of September 14, 2020 be
accepted as presented.

Carried

4.0 Business Arising from Previous Minutes

a. Beaver Mines Fire Hall – Update

2020/109 Lorne Jackson moved;
that the Beaver Mines Fire Hall – Update be accepted as information.

Carried

b. 2021 Budget

2020/110 Terry Yagos moved;
that the 2021 Budget be deferred until the next Regular Meeting.

Carried

5.0 Financial

No Financial Report presented

6.0 Reports

6.1 Chief's Reports

6.1 a. Report Summary

2020/111 Terry Yagos moved;
that the Report Summary be received as information.

Carried

7.0 New Business

No New Business presented

8.0 Closed Session

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

The Closed Session was deferred until the Regular Meeting on October 22, 2020.

9.0 Date of Next Meeting

The next regular meeting for Pincher Creek Emergency Services Commission will be October 22, 2020 at the Town of Pincher Creek Office.

10.0 Adjournment

2020/115 Brian Hammond moved;
to adjourn the Regular Meeting at 4:43 p.m.

Carried

Approved by:
Chairperson _____



Approved by:
Chief _____



**THE CROWSNEST/PINCHER CREEK LANDFILL ASSOCIATION
MINUTES
October 21, 2020**

The regular meeting of The Crowsnest/Pincher Creek Landfill Association was held at 9:30 am Wednesday October 21, 2020 at the Cowley Hall 216 6th St Cowley, AB

Present: Brian Hammond, Municipal District of Pincher Creek #9
Dean Ward, Municipality of Crowsnest Pass
Dave Filipuzzi, Municipality of Crowsnest Pass
Doreen Glavin, Municipality of Crowsnest Pass
Brian McGillivray, Town of Pincher Creek
Mary Kittlaus, Village of Cowley
Emile Saindon, Landfill Manager
Dean Bennett, Landfill Operations Supervisor
Jean Waldner, Landfill Office Supervisor

AGENDA

Brian McGillivray

Moved the agenda be adopted as presented. Carried. 10.21.20-1319

MINUTES

Brian Hammond

Moved the minutes of September 16, 2020 be adopted as circulated. Carried. 10.21.20-1320

Doreen Glavin

Moved the minutes of October 7, 2020 be adopted as circulated. Carried. 10.21.20-1321

MANAGER'S REPORT

1. MSW steady with Construction and Demolition material increasing.
2. Industrial cell has slowed down this month.
3. Phase 2 recycling is going strong.
4. Prepping site and equipment for winter operation.
5. Planning for budget start up in the next week.
6. Scrap metal is being baled and shipped out this week.

Mary Kittlaus

Moved that the Manager's report be accepted as information. Carried. 10.21.20-1322

FINANCIAL REPORT

The Income Statement and Balance sheet to October 15, 2020 was reviewed. Administration went over the reports and mentioned that budget preparation is underway for next meeting.

Dave Filipuzzi

Moved the financial statements be accepted as information. Carried. 10.21.20-1323

BYLAW UPDATE

An e-mail was forwarded from Administration. It shows that Alberta Registries has received our New bylaws on September 21, 2020. They stated they are behind on their timelines and it might be awhile before they get to our bylaws.

Brian Hammond

Moved for administration check on their progress before our November meeting.

Carried. 10.21.20-1324

RECYCLING PROPOSAL FROM THE LANDFILL UPDATE

The Director's stated that the Landfills proposal was given to their administration. The proposal is being reviewed by all communities. They would like this proposal to be tabled to the November meeting.

Brian McGillivray

Moved that this proposal be tabled to the November meeting.

Carried. 10.21.20-1325

SCHOLARSHIP REQUEST REVISITED

A Scholarship requests from Kenneth Halibert from Livingstone School. Was revisited after some literature was distributed from Administration. It was decided that the Bachelor of Science in an Animal Bioscience Program was related closely enough to our criteria in Agriculture and Environmental Science that the majority of the Directors moved to award Kenneth our Scholarship.

Brian Hammond

Moved that Kenneth Halibert be awarded our \$1000.00 scholarship.

Carried. 10.21.20-1326

Brian McGillivray

Moved that in February 2021 The Scholarship program be tabled for policy content review.

Carried. 10.21.20-1327

SCHOLARSHIP REQUEST FROM LLOYD LYBBERT

Lloyd Lybbert forwarded an application for our scholarship, he is taking a degree in a Renewable Resources Management Program at the Lethbridge College. The Board of Directors feel That Lloyds program is within our criteria in Agricultural and Environmental Science. He will be awarded our scholarship.

Brian McGillivray

Moved Lloyd Lybbert be awarded our \$1000.00 scholarship.

Carried. 10.21.20-1328

DONATION REQUEST FROM COMMUNITY FUTURES CROWSNEST PASS

A donation request from Community Futures Crowsnest Pass for their 2nd phase of the Learning for Life Program.

Dave Filipuzzi

Moved that a Donation of \$250.00 be given to them for phase 2.

Carried. 10.21.20-1329

DONATION REQUEST FROM TAYLOR CAHOON FOR HIS JUNIOR HIGH CLASS LIBRARY

A donation request from Taylor Cahoon for his Junior High Class Library. The board of Directors Felt it doesn't fit our donation criteria. No funds were given for this donation request.

DONATION REQUEST FROM THE CROWSNEST PASS FAMILY RESOURCE & CRISIS CENTER

A donation request from Crowsnest Pass Family Resource & Crisis Center for their Children's Clothing Fest.

Brian Hammond

Moved that a Donation of \$500.00 be given to the Children's Clothing Fest. Carried. 10.21.20-1330

CLOSED SESSION REQUESTED BY THE LANDFILL CHAIRMAN OF THE BOARD

Brian McGillivray moved the meeting go into closed session at 10:25 Carried. 10.21.20-1331

Brian Hammond moved the meeting come out of closed session at 10:37 Carried. 10.21.20-1332

APPOINTMENT OF A NEW LANDFILL MANAGER

The Landfill Board of Director's have made a decision to appoint Dean Bennett as the future Crowsnest/Pincher Creek Landfill Manager upon retirement of Emile Saindon at the end of June 2021. With the following conditions of employment.

1. A detailed Managers Job Description will be developed.
2. A Landfill Managers Contract will be made with Legal assistance.
3. Quarterly Performance Evaluations will be conducted by the board.

Brian McGillivray

Moved that Dean Bennett replace Emile Saindon upon retirement as Landfill Manager.

Carried. 10.21.20-1333

TABLED ITEMS

Recycling Concerns.

NEXT MEETING DATES

November 18, 2020

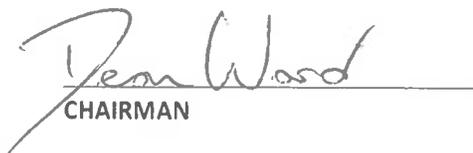
December 16, 2020

ADJOURNMENT

Dave Filipuzzi

Moved the meeting adjourn 10:39 a.m.

Carried. 10.21.20-1334


CHAIRMAN


ADMINISTRATION



OPERATIONS REPORT

1.0 Upcoming Meetings:

- Meeting with Solstice Environmental Management on reclamation for Thompson Colony pit, Monday, November 23, 2020.
- Meeting with Wood Engineering to discuss Bruder Hill, Thursday, November 26, 2020.
- Roseke Engineering on BF 7235 final inspection, Thursday, November 26, 2020.

2.0 Discussion:

- Banner Engineering on BM W & WW project, Friday, November 12, 2020.
- Meeting with the Director of Finance on the 2021 budget, Thursday, November 12, 2020.
- Prime Contractor Training, Friday, November 13, 2020.
- Weekly meeting with CAO, Director of Development and Finance, Monday, November 16, 2020
- Chart of Accounts - Cost Tracking - Planning Meeting, November 17, 2020.

2.0 Public Works Activity Includes:

- Fencing –Temporary fencing is 65% completed. The expected completion is in early December, 2020.
- Grader Maintenance – Roads are being graded in all Divisions. The Public Works has eight (8) graders out to repair, shape and smooth the gravel roads.

• 3.0 Capital Projects Update:

- Bridge File – 7235 Scotton's. – Completed
- Bridge File 13957 – Connelly Creek. – Work is to be completed by the end of this month.
- Castle Area Regional Water Supply Contracts 1 (Pipeline) & Contracts 2 (Mechanical)
- Contract 1 – Pipeline:
 - As of November 16, 2020, the contractor is completed all of the 1850 meters on the change order around Beaver Mines.
 - Flushing the water line system has started with the lower end around the Beavermines to the Booster station is almost completed. Flushing the system to Castle Mountain Resort is in progress, with a chlorination system required after the system is flushed.
 - The proposed completion of Castle Area Regional Water Supply is in early December 2020.
- Beaver Mines Water Distribution, Collection and Wastewater Treatment System.
 - Public notice of the Beaver Mines Waste Water Treatment System application closed on August 14, 2020
 - Four statements of concern were filed for the AEP Wastewater System Application.
 - The project has received the AEP responses of what is considered relevant and non-relevant.

- Letters of the statement of concern have been created, reviewed by the MD, and legal vetting and submitted to AEP for their review.
- The next step will be addressing any outstanding questions AEP has and or concerns that have not been submitted.
- Beaver Mines Forcemain
 - The wastewater forcemain will be incorporated into the Beaver Mines Water Distribution and Wastewater Collection project for tendering and construction.
- Beaver Mines Lift Station
 - Process design is complete, structural, and electrical and HVAC designs are underway. – In progress

Attachments

Program Capital Projects Status
Call Logs

Recommendation:

That the Operations report for the period November 5, 2020 to November 19, 2020, which includes the Program Capital Projects Status update and the call log, is received as information.

Prepared by: Aaron Benson

Date: November 19, 2020

Reviewed by: Troy MacCulloch *TM*

Date: November 19, 2020

Submitted to: Council

Date: November 24, 2020

Capital Budget Summary

Project #	Service Area	Description	Total Cost	Sources of Project Funding				Total Revenue
				Grants	Debt	Reserves	Operations	
Infrastructure								
PW-R-1	Roads	Highway 3A – Landfill road repairs	1,076,000	860,000		216,000	1,076,000	
PW-R-2	Roads	Lundbreck Pave and Drainage (3rd street)	195,000	195,000			195,000	
PW-R-4	Roads	RR29-3 (North of 507 East, to Tower Road)	150,000	150,000			150,000	
PW-R-3	Roads	Southfork Hill	40,000	40,000			40,000	
PW-BF-1	Bridges	Bridge File # 6613 Cabin Creek	698,000	698,000			698,000	
PW-BF-2	Bridges	Bridge File #7235 Scottons	948,000	948,000			948,000	
PW-BF-3	Bridges	Bridge File #76293 Grumpy Road	440,000	440,000			440,000	
PW-BF-4	Bridges	Bridge File #8860 Beaver Mines Creek	181,500			181,500	181,500	
PW-BF-5	Bridges	Bridge File #13957 Connelly Creek	43,500			43,500	43,500	
PW-BF-6	Bridges	Bridge File #75009 Wild Cat Ranch	60,000			60,000	60,000	
PW-BF-7	Bridges	Bridge File #75377 Local Road over Screwdriver Creek	50,000			50,000	50,000	
RWCAST	Water/Wastewater	Castle Area Water Servicing	3,105,000	3,105,000			3,105,000	
BMDC	Water/Wastewater	Beaver Mines water servicing & wastewater collection	4,715,000	3,143,334	1,571,666		4,715,000	
BMLSF	Water/Wastewater	Beaver Mines Lift Station and Forcemain	2,750,000	1,833,334	916,666		2,750,000	
BML	Water/Wastewater	Beaver Mines Waste Water Treatment System	40,000	26,666	-	13,334	40,000	
Infrastructure Total			14,492,000	11,439,334	2,488,332	564,334	0	14,492,000
Equipment								
	Public Works	Steamer Unit	25,000			25,000	25,000	
	Public Works	6 Way Plow Attachment	30,000			30,000	30,000	
	Water	Standby Generator	60,000			60,000	60,000	
Equipment Total			115,000	0	0	115,000	0	115,000
Fleet								
Fleet Total			0	0	0	0	0	0
Information Services								
Information Services Total			0	0	0	0	0	0
Facilities								
ADMIN-SEC-1	Public Works/Admin	Security Camera for Admin and PW Buildings	85,000	85,000			85,000	
Facilities Total			85,000	85,000	0	0	0	85,000
Grand Total			14,692,000	11,524,334	2,488,332	679,334	0	14,692,000

LEGEND

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

Progress Report for Projects as of November 19, 2020

	NAME	PHONE NUMBER	DIVISION	LOCATION	APPROACH NUMBER	CONCERN/REQUEST	ASSIGNED TO	ACTION TAKEN	REQUEST DATE	FOLLOW UP DATE	COMPLETION DATE
1995			Division 2	NW23 T5 R29 W4	#5313	Wetland/shoulder of road & drainage problem	Eric Blanchard	Engineer to look at 2020 Project	16-Jul-19	November 1, 2019	Defered to Spring 2021
2453			Lundbreck	476 Patton Ave.	-	RQ to have snow fence extended as in the past on the south end west of Hamilton Ave.	snowfence Crew	To be looked at	September 23, 2020	On Snow fence list	
2463			Division 5	SW4 T8 R2 W5	#2309 RR8-0	Snowfence between his house & daughters should be 1 snowfence not 2	snowfence Crew	To be looked at	October 7, 2020	On Snow fence list	
2469			Division 5	Rock Creek Road	-	Trees are blocking view	John	08-Nov	October 16, 2020	Jon went to have a look Oct 20,2020, Added to Mulching list for winter	
2476			Division 5	South of Lundbreck	Hwy #3A	Need sign installed showing direction back to HWY 3	Signs	to do	October 20, 2020	Sign received, will be installed after snow fence	
2501			Division 3	Beaver Mine	-	Re: snow fence to be installed	Eric	One call in place	October 29, 2020	On Snow fence list	
2502			Division 3	SE07 T5 R28 W4	-	Feels the south side of bridge needs rip wrap put in before flooding season so creek doesn't turn direction	Eric /Bob M	-	October 30, 2020	Will need to be assess by engineer in 2021 and capitalize for 2021 unless it become an emergency	Defered to Spring 2021
2505			Pincher Stn	Seed Plant	-	Culvert at the plant needs fixing	Eric	to be assess	November 2, 2020	Met on Nov 02, Bob miller to have a look	Defered to Spring 2021
2506			Lundbreck	Lundbreck School	-	Crosswalk Lines need painting & extra ones by bus d/o	Eric	-	November 2, 2020	To Be done	Defered to Spring 2021
2507			Division 5	NW12 T7 R3 W5	#3029	TWP7-2 to Burmis Lake Pot Holes need to be filled	Brad	Too cold & Wet		-	Defered to Spring 2021
2508			Division 2	NE33 T5 R29 W4	#29307 TWP6-0	Wanting snow fence put in corner of MD Rd & driveway	Eric	-	November 3, 2020	Not required by the operator this year	November 18, 2020
2510			Division 1	SW12 T3 R29 W4	#3015 RR29-9	RQ to have driveway graded	Rod	Completed	November 4, 2020		November 4, 2020
2511			Division 4	SW7 T8 R1 W5	#1521 TWP 8-2	RQ free hour driveway grading	Glen	Completed	November 6, 2020		November 6, 2020
2512			Division 2		RR28-4	Fishburn Park to 507 (cattle liners) RQ to check road	Kent	Completed	November 9, 2020		November 9, 2020
2513			Division 2	NW16 T6 R30 W4	#30031 Hwy 507	To grade driveway	Kent	Completed	November 9, 2020		November 9, 2020
2514			Division 1	SE21 T4 R29 W4		Clear Driveway	Rod	Completed	November 9, 2020		November 12, 2020
2515			Division 3	SW6 T6 R1 W5#	#1532 TWP6-0	RQ MD road to be plowed	Tony T	Completed	November 9, 2020	When he comes down from Calgary needs to open gate - No Longer required	November 17, 2020
2516			Division 4	SW7 T8 R29 W4	#8031 R30-3	RQ Plow driveway	Tony N	Completed	November 9, 2020		November 12, 2020
2517			Division 3	NE12 T5 R30 W4	#30021	RQ Plow driveway	Brad	Completed	November 9, 2020		November 13, 2020
2518			Division 1	SE11 T4 R29 W4	#4106 RR29-1	RR29-1 East of twin Butte MD road at end	Rod	Completed	November 9, 2020		November 12, 2020
2519			Division 3	NE16 T6 R30 W4	#6228 RR30-3	Concerned if Christie Mines road was getting graded	Brian	Completed	November 9, 2020		November 9, 2020
2520			Division 2	NE25 T6 R30 W4	#6430 Hwy 785	RQ Driveway to be plowed	Kent	Cancelled	November 9, 2020	Neighbors did it	November 10, 2020
2521			Division 2	SW30 T5 R30 W4		Concerned if Crook Road would get plowed	Kent	Completed	November 9, 2020		November 9, 2020
2522			Division 3	SW15 T6 R30 W4	#30222 TWP6-2	Says their road always gets missed	Shawn	Completed	November 9, 2020	Operator & Eric Advised Eric to call	November 12, 2020
2523			Division 1	NW9 T4 R29 W4	#4118 RR29-3	RQ Driveway to be plowed	Rod	Completed	November 10, 2020	Difficut place to do	November 12, 2020
2524			Division 3		Gladstone	Said she had trouble getting to work	Tony T	Completed	November 12, 2020		November 12, 2020
2525				Pincher station		Reporting big drift at RR Tracks	Tony N/Joe	Completed	November 12, 2020		November 12, 2020
2526				Pincher station		Reporting big drift at RR Tracks	Tony N/Joe	Completed	November 12, 2020		November 12,2020
2527				Sproule Road	& RR29-3A	Big SHOUT OUT of THANKS to plow & grader operator		Completed	November 12, 2020	KUDOS	November 12, 2020
2528			Division 2	SE19 T5 R2 W4		Concerned that Crook Road 8 miles East to Taylors is open ...cattle liners book for tomorrow	Kent	Completed	November 12, 2020	Norm advised	November 12, 2020
2529				Bobby Burns Pond Road		Needs plowed by 9am Fri for kids group program	Eric	Completed	November 12, 2020		November 13, 2020
2530			Division 4	NE10 T8 R1 W5	#8120 RR1-2	RQ driveway	Tony N	Advised	November 13, 2020		
2531			Division 3			Lots of drifts	Eric	Completed	November 13, 2020	Managed to get through ok	November 13, 2020
2532			Division 3	SW16 T5 R1 W5	#1331 TW05-2A	Concerned about Chalet Road Dr appt YYC Monday	Shawn	Completed	November 13, 2020		November 13, 2020
2533				Beaver Mines		Wanting information re water Meters in Lundbreck	Randy	Completed	November 13, 2020		November 13, 2020
2534				TWP7-2A		A big thanks to all operators & everyone at the MD		Completed	November 13, 2020	Good Job	November 13, 2020
2535			Division 3	Christie Mines & Tony Rds		Complaint re snow maintenance of roads	Eric	Completed	November 14, 2020	Eric replied to his email, snow was removed	November 16,2020
2536			Division 1	Gladstone Valley	Simmons&Liscombes	Concerned about the snowdrifts & bus route	Tony T	Completed	November 15, 2020		November 16, 2020
2537			Division 3	Gladstone Velley		Back of Hill Hayfield side Drifted	Tony T	Completed	November 16, 2020		November 16, 2020
2538			Division 2	NW2 T6 R30 W4	#6017 RR30-2	Driveway request	Kent	Advised	November 16, 2020	Need to confirm form was filled and signed	2020-11-19

Recommendation to Council

TITLE: Fisher Bridge located NW 26-07-02 W5M		
PREPARED BY: Aaron Benson		DATE: November 16, 2020
DEPARTMENT: Public Works		
Department Supervisor	Date	ATTACHMENTS: <ol style="list-style-type: none"> 1. Consultants bridge inspection report 2. Email on scope of work 3. Map of detours 4. Traffic Count information
APPROVALS:		
_____	November 16, 2020	_____
Department Director	Date	 Date

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

- The Municipality of Pincher Creek No. 9 hired a consultant engineer to inspect the bridge's condition. Based on the Municipality's engineer's recent site investigation, the concrete segment underneath the superstructure (pony truss) bearing pad is unstable, it has moved significantly from previous monitoring, and could fail without warning. The engineer's findings conclude imminent danger to the public and recommend the bridge's immediate closure.
 - On October 21, 2020, a letter was sent out to residents about the closure of the bridge with notification on the MD website.
 - On November 6, 2020, a meeting with residents was held to address public concerns about the bridge's closure.
 - Traffic counts were recorded for a two (2) week period between May 26 thru June 10, 2020. The data collected indicated forty-five (45) average daily traffic (ADT) and average weekly daily traffic counts.
- Option 1:**
 The MD would permanently close the bridge as there are other alternatives for the public to detour. For example, the public can drive the local road to Cowboy Trail Highway 22 to connect to Crowsnest Trail. Another travel route can be following the local road to highway 510.
- Option 2:**
 The estimated costs would be \$120,000 to do concrete repairs on the NE Corner abutment, consulting fees, additional concrete work, and partial stripdecking decking replacement to extend the bridge's life by twenty (20) additional years.

Recommendation to Council

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FINANCIAL IMPLICATIONS:

- The bridge repairs will cost \$120,000 out of the Bridge Reserve but extend the bridge's life by twenty additional years.

October 19, 2020

Aaron Benson, B.Tech., C.E.T., Director of Operations
M.D. of Pincher Creek No. 9
1037 Herron Avenue
Pincher Creek, AB T0K 1W0

**Re: Bridge File 2488, Local Road over Crowsnest River near Lundbreck
NW 26-07-02-W5 (Fisher Bridge)
Bridge Inspection and Recommendation of Bridge Closure**

As requested, we have visited this bridge site and inspected the condition of the bridge, specifically, the condition of the abutment at the NE corner where two conjoining cracks are present in the concrete abutment, under the bearing from the steel truss above.

This bridge consists of a single span, 24.4 m type PT pony truss bridge on a concrete substructure built in 1927. It facilitates the passage of a local road over the Crowsnest River near Lundbreck, AB.

The east side of the bridge is currently closed to traffic due to the cracks in the abutment at the NE corner. We previously inspected this bridge on December 13, 2019 (i.e. approx. 10 months ago) and noted the condition of the bridge at the time. Although our site visit at that time was not specifically related to the cracking in the NE corner (our scope involved a vehicle collision with the bridge at the SW corner) we took pictures and noted the condition of the cracks in the NE corner abutment. We recommended at that time that since there appears to be no movement in the cracks, the bridge can go back to its partially closed condition, with only the east half of the bridge closed, as it was before the collision. This recommendation was implemented by the M.D. of Pincher Creek.

Because we did not take measurements of the cracks in the NE abutment at the previous inspection, our conclusions at this time do not involve direct measurement of crack propagation or movement. Rather, the following conclusions are based on a visual inspection and comparison of the current condition against photos from ten months ago.

- The crack in the NE abutment has opened by approximately 10 – 20 mm at the bottom portion of the crack. The concrete segment has pushed outward.
- A small chunk of concrete has spalled away where the two vertical cracks meet, approximately 100 mm (L) x 50 mm (W) x 20 mm (D) in size. This strongly indicates that the concrete segment within the two cracks has moved and is unstable.
- Since two vertical cracks join at the bottom, the whole segment of concrete under the bearing could fail.

We note that the concrete segment underneath the superstructure (pony truss) bearing pad is unstable, has moved significantly within the last 10 months, and could fail without warning. The consequences of this failure would likely be the drop of the NE corner of the bridge by about 500

mm, but we note that the exact mode of failure cannot be assured and could involve the complete loss of the bridge.

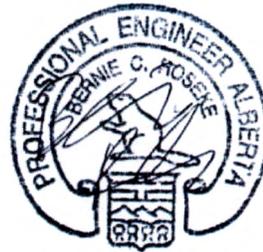
In summary, we believe that there is imminent danger to the public and therefore recommend the immediate closure of the bridge.

If you have any comments, questions or concerns please do not hesitate to contact me at (403) 393-6170 or by email at bernie.roseke@roseke.com.

Sincerely,



Bernie Roseke, P.Eng., PMP
President
Roseke Engineering Ltd.



October 19, 2020

Project: Bridge File 2488 – Local Road over Crowsnest River near Lundbreck
Location: NW 26-07-02-W5 - near Lundbreck, AB (Fisher Bridge)
Project No.: REL201044
Date: Site Photos – Oct. 15, 2020



Photo #1

Looking north across the bridge. The east side of the bridge is closed due to cracking in the NE (near, left) abutment.



Photo #2

Side view of the bridge, looking northwest.

The northeast corner is circled.



Project: Bridge File 2488 – Local Road over Crowsnest River near Lundbreck
Location: NW 26-07-02-W5 - near Lundbreck, AB (Fisher Bridge)
Project No.: REL201044
Date: Site Photos – Oct. 15, 2020



Photo #3

Looking at the NE abutment corner.

Two vertical cracks have joined and the bottom portion of the concrete segment has moved in the 10 months since our last inspection.



Photo #4

Ten months ago, the bottom portion of the concrete segment was flush and there was no popout.



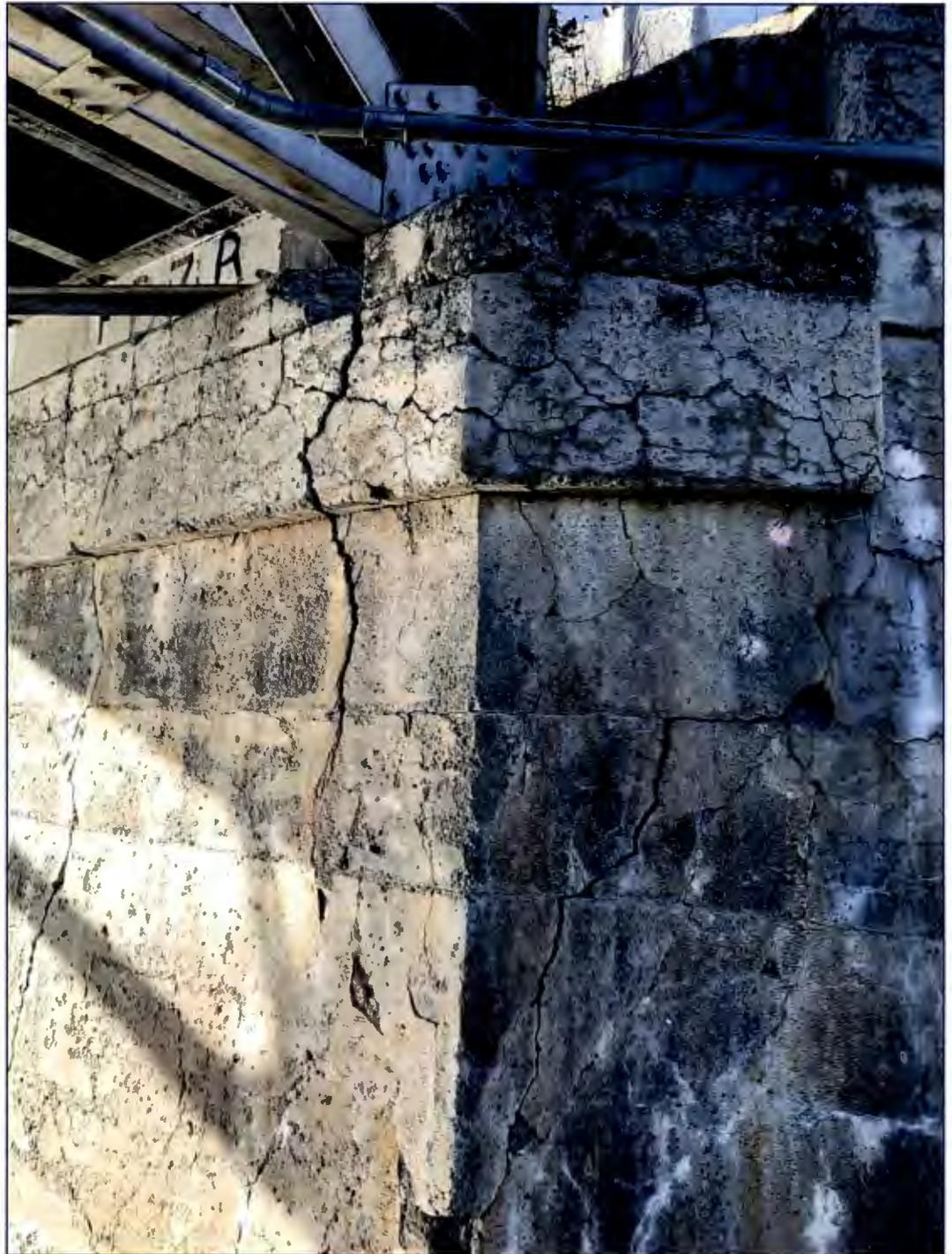
Project: Bridge File 2488 – Local Road over Crowsnest River near Lundbreck
Location: NW 26-07-02-W5 - near Lundbreck, AB (Fisher Bridge)
Project No.: REL201044
Date: Site Photos – Oct. 15, 2020



Photo #5

Looking at the NE
abutment corner.

Two vertical cracks have
joined and the bottom
portion of the concrete
segment has moved since
our last inspection.



Project:
Location:
Project No.:
Date:

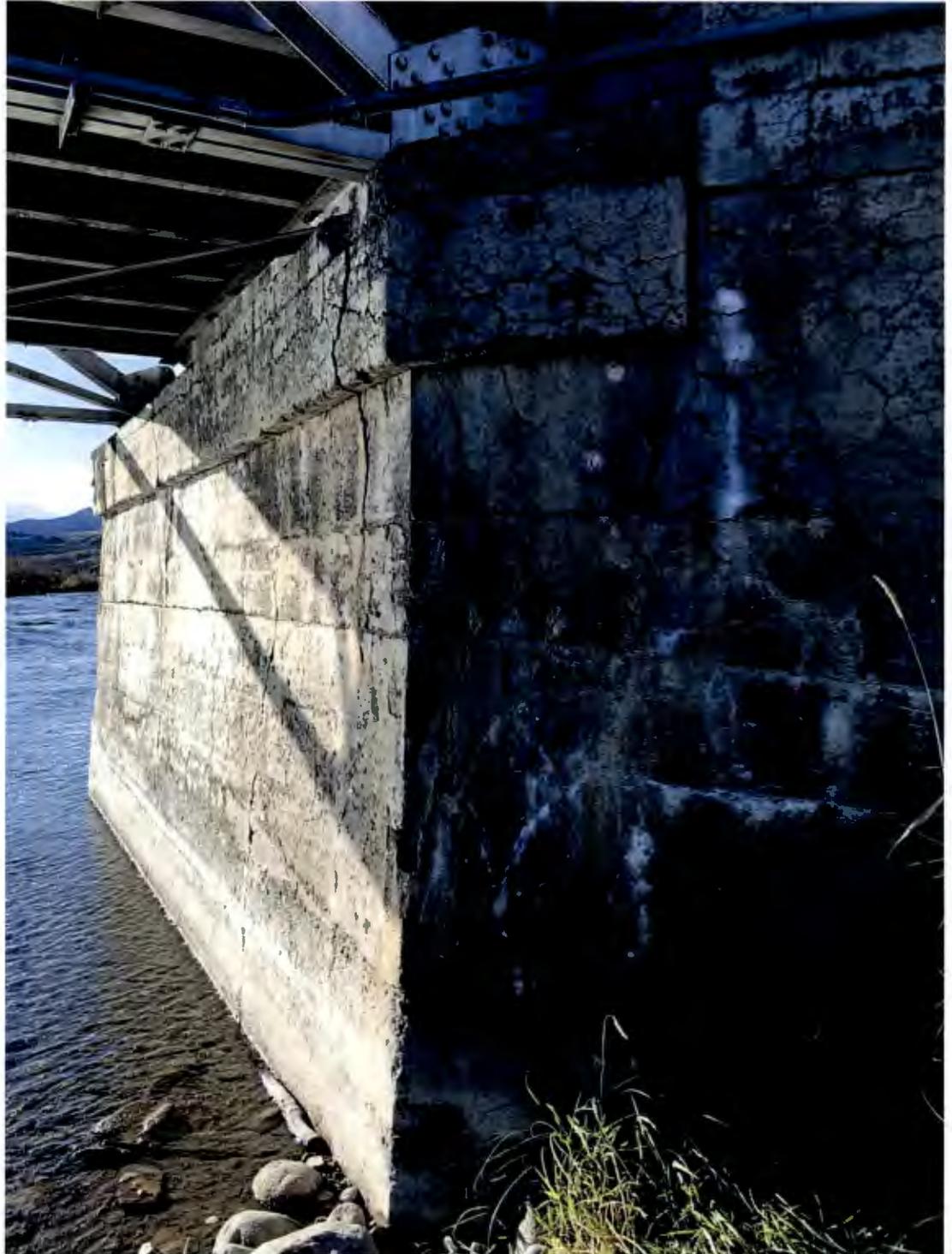
Bridge File 2488 – Local Road over Crowsnest River near Lundbreck
NW 26-07-02-W5 - near Lundbreck, AB (Fisher Bridge)
REL201,044
Site Photos – Oct. 15, 2020



RE

Photo #6

Another view of the NE
corner of the bridge.



Project: Bridge File 2488 – Local Road over Crowsnest River near Lundbreck
Location: NW 26-07-02-W5 - near Lundbreck, AB (Fisher Bridge)
Project No.: REL201044
Date: Site Photos – Oct. 15, 2020



Photo #7

The east crack measures 103 mm and 40 mm at the selected locations in its upper portion.



Photo #8

The west crack measures 12 mm near its midpoint.





**Bridge File 2488
NW 26-07-02 W5M**

PROJECT	Bridge File 2488 - Local Road over Crownsnest River near Lundbreck			
TITLE	ROAD NETWORK			
DATE	October 18, 2020	JOB NO.	N/A	REV
			FIGURE	N/A

Aaron Benson

From: Garry Roberts <garry@bvbsltd.com>
Sent: November 13, 2020 8:20 AM
To: Aaron Benson
Cc: Garry Roberts
Subject: Re: BVBS Review of BF 2488 - Pony Truss over Crowsnest River (Fisher Bridge)

Hi Aaron. I was on another call so missed your call.

I do not think the bearings would require replacement. They consist of very basic steel sliding plates (expansion) and steel pinned plates (fixed) that are fool proof and have a history of working very well on these pony trusses.

Let me know if you have any further questions.

Garry

Sent from my iPhone

On Nov 13, 2020, at 7:49 AM, Aaron Benson <AdminDirOps@mdpincercreek.ab.ca> wrote:

Hi Gary,

Would we require installation of new bearing replacements for this bridge?

Regards,

Aaron

Aaron Benson, B.Tech., C.E.T
Director of Operations
Municipal District of Pincher Creek No. 9
1037 Herron Avenue, PO Box 279
Pincher Creek, AB T0K-1W0
Phone: 403-627-3130
Cell: 403-632-5096
AdminDirOps@mdpincercreek.ab.ca

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From: garry@bvbsltd.com <garry@bvbsltd.com>
Sent: November 5, 2020 6:52 PM
To: Aaron Benson <AdminDirOps@mdpincercreek.ab.ca>
Subject: BVBS Review of BF 2488 - Pony Truss over Crowsnest River (Fisher Bridge)

Hi Aaron.

Further to our recent phone conversation have reviewed available information on BF 2488 – 24.4m long pony truss over the Crowsnest River near Lundbreck. This review includes the report you forwarded, and our April 4, 2019 inspection report and subsequent “2 Notification” advising the MD of severely deteriorated concrete and un-supported truss bearing at the NE corner.

At that time we recommended partial bridge closure, blocking of the NE corner floorbeam, continual monitoring, and a load restriction to 10 Tonnes until the concrete below the bearing could be repaired. We currently stand by our 2019 recommendation to repair the concrete under the bearing in order to extend the service life of the bridge by up to 20 additional years.

BVBS has conducted Level 1 inspections on this bridge since 2009, and I was involved in the 2012 Level ultra-sonic (UT) inspection. Although the steel age of the pony truss is 1927, this is typical of the steel age of the vast majority of trusses still in service around the province and should not be an automatic indication that the bridge is due, or past due, for replacement. My review of the UT inspection indicates that all structural steel elements were rated 6-7 (good) with the lowest rated steel element being the diagonals rated 5 (adequate). In addition, the structural timber subdeck was also rated 5 during the 2019 inspection.

Unless the current Allowable Loading of 16-26-34 tonnes for the three legal truck configurations, or the marginal clear roadway of 4.9m are causing functionality issues for users, then it is our opinion that the deteriorated concrete under the NE truss bearing be repaired.

Specifically, this would include;

- jacking and supporting the truss with false work to allow removal of the deteriorated concrete below the NE bearing,
- placement of new/additional reinforcement,
- possibly adding drilled and epoxied anchor rods,
- forming and recasting the abutment face to original, or widened out lines.

We estimate the cost of these repairs at \$50,000 (construction component only). We have also assumed that other repairs would be considered while mobilized, including additional concrete repairs at other abutment areas, partial or full stripdeck replacement, partial or full wheelguard replacement, and other miscellaneous work. These additional repairs are not included in our current estimate.

We also strongly recommend that a consultant familiar with the behaviour and supporting of trusses be engaged to design and oversee the repairs. For this reason, and as you might be aware, we have partnered with the ISL Lethbridge office in an advisory capacity, and to provide field inspection assistance during key portions of the work including jacking and supporting.

I hope this helps. Let me know if you have any questions.

Regards, Garry

*Garry Roberts
Bow Valley Bridge Services Ltd.
114 Riverview Green, Cochrane AB, T4C 1K2
garry@bvbsltd.com
Office (403)851-9100, Fax (403)851-9190
Cell (403)850-1330*

From: Aaron Benson <AdminDirOps@mdpincercreek.ab.ca>
Sent: November-04-20 2:20 PM
To: garry@bvbsltd.com
Subject: NW 26-07-02-W5 (Fisher Bridge)

Hi Gary,

Please find the report done by Roseke Engineering.

Regards,

Aaron

Aaron Benson, B.Tech, C.E.T
Director of Operations
Municipal District of Pincher Creek No. 9
1037 Herron Avenue, PO Box 279
Pincher Creek, AB T0K-1W0
Phone: 403-627-3130
Cell: 403-632-5096
AdminDirOps@mdpincercreek.ab.ca

Bridge File 2488



Distance: (Highlighted section) is 7.38km to highway 510.

Bridge File 2488

510

Google Earth

Image © 2020 CNES / Airbus
© 2020 Google

Legend

Detour

2 km



Bridge File 2488



Distance: (highlighted section) is 1.62 km.

Total distance: (highlighted section) is 2.6km

Bridge File 2488

Distance (highlighted red section) is 1.01km

Legend

- Normal Route 
- Detour 

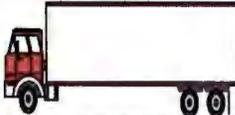
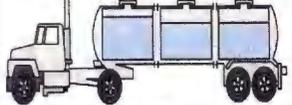
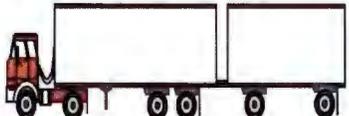
Google Earth

Image © 2020 CNES / Airbus
© 2020 Google

900 m



FHWA VEHICLE CLASSIFICATIONS

1 Motorcycles 	2 Passenger Cars 	3 Two Axle, 4 Tire Single Units 	4 Buses 
5 Two Axle, 6 Tire Single Units 	6 Three Axle Single Units 	7 Four or More Axle Single Units 	8 Four or Less Axle Single Trailers 
9 Five Axle Single Trailers 	10 Six or More Axle Single Trailers 	11 Five or Less Axle Multi-Trailers 	
12 Six Axle Multi-Trailers 	13 Seven or More Axle Multi-Trailers 	<div style="border: 1px solid black; padding: 5px;"> <p>**Any vehicles not fitting into the listed classes will be automatically placed into Class Fourteen.</p> <p>**Our NTE scheme is not "Scheme dependent". MetroCount Class Schemes are user editable and may be refined at any time based upon user needs.</p> <p>**Have a special Class need? Let us know and we'll make a scheme to fit.</p> <p style="text-align: center;">MetroCount. The World Counts On Us.</p> </div>	



Municipal District of Pincher Creek

Box 279

1037 Herron Avenue

Pincher Creek, Alberta T0K1W0

Ph: 403-627-3130

Fax: 403-627-5070

Traffic Summary

Station # - Fishers Bridge, Township Road 7-4A

Date - 0:00 Tuesday, May 26, 2020 to 0:00 Wednesday, June 10, 2020 (15 days of data)

Volume						
	Total	Weekday	Weekend	ADT	AWDT	AWET
Combined	672	494	178	45	45	45
North	315	231	84	21	21	21
South	357	263	94	24	24	24
Days	15	11	4	15	11	4

Speed				
	All Days	Weekdays	Weekend	
Mean speed	20.0	20.2	19.5	km/h
Median speed	18.5	19.1	17.6	km/h
85% speed	27.5	27.5	27.6	km/h

PSL = 60 km/h

Class				
Class (Scheme F3)	All Days	%	Weekdays	Weekend
1 - CYCLE	11	1.637%	9	2
2 - PC	515	76.64%	370	145
3 - 2A-4T	130	19.35%	101	29
4 - BUS	0	0.000%	0	0
5 - 2A-6T	5	0.744%	4	1
6 - 3A-SU	2	0.298%	2	0
7 - 4A-SU	0	0.000%	0	0
8 - <5A DBL	0	0.000%	0	0
9 - 5A DBL	9	1.339%	8	1
10 - >6A DBL	0	0.000%	0	0
11 - <6A MULTI	0	0.000%	0	0
12 - 6A MULTI	0	0.000%	0	0
13 - >6A MULTI	0	0.000%	0	0

Average Daily Volume							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
North	24	15	23	21	25	24	19
South	28	19	21	22	32	32	15
Combined	52	34	44	43	57	56	34
AM Pk North	3	2	4	3	4	3	2
PM Pk North	4	2	3	3	3	4	3
AM Pk South	2	1	2	2	2	4	2
PM Pk South	4	2	3	3	5	5	3
Days	2	3	2	2	2	2	2

AES, November, 2020

- November 2 – 16, rental equipment busy
- November 2 – 6, warm weather conducive to spraying (if wind lets down!)
- November 2, 3, grass seeding
- November 3, crop report, dams, build pad for 507 bin
- November 4, 5, soil erosion inspections
- November 4, 6, billing, records
- November 5, ASB Meeting
- November 6, 9, 10, days off
- November 11, STAT (Remembrance Day)
- November 12, admin policy for rental equipment
- November 13, Prime Contractor Meeting & Safety
- November 16 – 30, rentals starting to taper off
- November 16, Day Off
- November 17, Budget, billing, reporting
- November 18, Joint Health and Safety
- November 19, AgTech Webinar, reporting
- November 20, 23, days off
- November 24, safety equipment, lists, records and filing
- November 24 – 26, reporting
- November 24, SWIM Meeting
- November 25, training, ASB Agenda
- November 26, ASB agenda
- November 27, 30, days off

Sincerely,

Shane Poulsen,
Agricultural Fieldman

**M.D. OF PINCHER CREEK NO. 9****CORPORATE POLICY****C-AES-006**

TITLE: CONSERVATION PROJECT FUNDING**Approved by Council:****Date: June 12, 2007****Revised by Council:****Date: March 11, 2014****Reviewed by Council:****Date: November 24, 2020**

PURPOSE OF POLICY

“Sustainable agriculture” and “Respect for the natural environment” are identified in the Municipality’s Vision and Mission Statements as key elements to be considered when serving our citizens. Wishing to support local conservation and sustainable development initiatives, Council adopts the following policy regarding support of conservation efforts within the municipality, and where applicable, with neighbouring jurisdictions.

DEFINITIONS

For the purpose of this policy, conservation means practices that protect water quantity and quality, both surface and ground, and/or encourage environmentally sound land stewardship.

GENERAL

- It is Council’s intention to establish and maintain a Conservation Project Fund to be accessed as described under this policy.
- Funding for conservation projects will be provided to groups and organizations only, not to individuals. Preference will be given to groups registered under the Societies Act.
- Each year, as part of their budget process, Council will fix the amount to be allocated under this policy.
- The decision as to the amount of funds granted or whether funds are granted in any given year is at the sole discretion of Council.
- Conservation Project Funding is not intended to replace funding from provincial, federal or other agencies. Therefore, applicants will be expected to advise if they are either receiving or seeking grants or funding from other sources.
- Capital equipment funded under this policy would become the property of the applicant. Generally, the municipality does not wish to acquire an inventory of this type of equipment.

PROJECT CRITERIA:

- Council will consider applications under this policy for capital or operating funding for conservation projects.
- Projects are required to demonstrate benefit to the municipality as a whole.
- Applications are to be submitted in dialogue form.
- All applications will include a description of the project, an implementation plan, capital equipment required, if any, anticipated impact on the environment, benefits to the environment in the short term and long term, proposed maintenance plan for the project.
- Applicants will provide details on whether funding is being sought or received from provincial, federal or other sources.
- If the application is for operating funding, description, in detail, what operating costs will be covered.
- Applications will be accepted no later than March 1st each year.
- A decision with regards to funding will be made no later than April 30th each year.
- A project will be funded for a maximum of two years.
- Funding approved will be paid out upon receipt of invoices.
- Applicants granted funding under this policy are expected to provide periodic progress reports in a manner and frequency prescribed by Council.

Brian Hammond
Reeve

Troy A. MacCulloch
Chief Administrative Officer

CHIEF ADMINISTRATIVE OFFICER'S REPORT

Oct 28, 2020 – Nov 10, 2020

DISCUSSION:

Nov 11	Remembrance Day Service with Council at MD Office
Nov 12	Post Council action items and letters 2021 Operating Budget Review with Dir. Finance Covid Update with Gov. of Alberta, AHS and Dr. D. Hinshaw
Nov 13	AMSHA Training – Prime Contractor Safety Municipal Affairs to request Mediator for funding formula dispute
Nov 16	Post Council Letters continued - RMA HR and Departmental Shuffle Executive Letter for Budget with Dir. of Finance SMT (Senior Mgmt Team) Meeting Fire Billing Process review with Chief Cox and Dir. of Finance Christmas Plans review with Safety and HR Y2Y (Yellowstone to Yukon) meeting with P. Richards
Nov 17	Ag Services Post Season Review and AES Operations Budget review Public Works Post Season Review and PW Operations Budget review Operations Budget Finalization with Dir. of Finance for Draft to Council Mediator selection process began with CAO Wilgosh of the Town of PC Final legal review for BM Waste Water Proposal with AEP
Nov 18	CUPE Meeting – Letters of Understanding Meeting with rate payer with Dir. of Finance Meeting with AEP regarding Oldman Allocation Order and Regulations Covid Call with Municipal Affairs, AHS and Premier Post Incident Safety Meeting - Gladstone Police Advisory Meeting
Nov 19	Council Package Prep began with Ex Asst McClelland Joint Health and Safety Meeting Meeting at Firehall with PCEMS Commission Members
Nov 20	Meeting with MLA Reid and virtual meeting with Councils of the Town and Municipality of Crowsnest Pass – Regarding Oldman River Basin Water Allocation Regulations
Nov 23	Council and Public Hearing Prep
Nov 24	Committee, Public Hearing regarding Bylaw 1320-20 and Council

- Numerous other meetings throughout this period to address any issues or tasks from the Nov 10th meeting.

Upcoming Meetings

- Nov. 25th
 - EAC (Emergency Advisory Committee) Meeting
 - Kenow Pretrial with Brownlee Law
- Nov. 26th
 - Industrial Zone in the Town of Pincher Creek – Open House

RECOMMENDATION:

That Council receive for information, the Chief Administrative Officer's report for the period Nov 11, 2020 – Nov 24, 2020.

Prepared by:

Troy MacCulloch, CAO



Date: Nov 17, 2020

Respectfully presented to:

Council

Date: Nov 24, 2020

Recommendation to Council

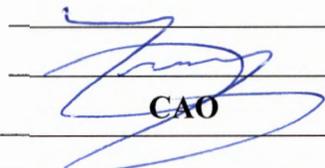
TITLE: CANCELLATION OF DECEMBER MEETINGS	
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PREPARED BY: JESSICA MCCLELLAND	DATE: November 19, 2020
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DEPARTMENT: ADMINISTRATION

			ATTACHMENTS: None
Department Supervisor	Date		

APPROVALS:

			<i>19 Nov. 2020</i>
Department Director	Date	CAO	Date

RECOMMENDATION:

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

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

BACKGROUND:

MD Offices are closed for the Christmas break from December 24, 2020 and reopening January 4, 2021. Council Committee Meetings and Regular Council Meetings are scheduled for the second and fourth Tuesday of the month. As the second meeting in December is in such close proximity to the Christmas holiday, we suggest cancelling the meeting of December 22, 2020.

FINANCIAL IMPLICATIONS:

None at this time.

From: Cao <cao@pinchercreek.ca>

Sent: November 17, 2020 11:57 AM

To: Troy MacCulloch <AdminCAO@mdpincercreek.ab.ca>; 'ceo@piikanination.com' <ceo@piikanination.com>

Subject: Health Minister Shandro - scheduled hospital tour and meeting - January 7, 2021

Dear Troy and Byron,

The Town of Pincher Creek Council and the Associate Clinic physicians would like to invite a representative from both the M.D. of Pincher Creek and the Piikani Nation to the scheduled meeting and health unit tour with Health Minister Tyler Shandro on Thurs. January 7th from 10:30 am to 1:00 p.m, (lunch included).

The purpose of the meeting will be to showcase the hospital and clinic and invaluable medical services provided at our health centre , including opportunities for expansion of services and potential efficiencies.

In addition, our Town Council has appointed three representatives who have been working with our local physicians, and Windy Slopes Foundation to prepare for the meeting on January 7th. We would also like to invite your representative to be part of the planning meeting. The date has not yet been set, but we'll be in touch shortly with that information.

Thanks for considering this request and we look forward to hearing from you as to who will represent your community.

Sincerely,

Laurie Wilgosh – CAO
Town of Pincher Creek
403-627-3156

From: [Hilah Simmons](#)
To: [MDInfo](#)
Subject: Grassy Mountain Coal Mine
Date: November 11, 2020 8:12:01 PM

Dear Reeve and MD Council,

Thank you for listening to me about the Grassy Mpuntain coal mine that has been proposed. I feel it would be worthwhile to read David McIntyre's presentation for you, so you could form a considered opinion. Since David's speech is so long, I'll try to make my opinion short and to the point.

My reasons for opposing the mine are that it will destroy a major tourist attraction, hurt the biodiversity of Crowsnest Pass, and I believe it will cause environmental damage which the Alberta and Canadian governments will not foresee nor be able to correct. Surely coal mining still is a health hazard as it always has been. Shipping the coal to Korea will contribute to global warming which is what we don't need..

I hope you will see your way to opposing this mine.

Sincerely, Hilah Simmons
Gladstone Valley

From: [Hilah Simmons](#)
To: [MDInfo](#)
Subject: FW: David (and Monica) vs. Goliath (King Coal)
Date: November 11, 2020 8:14:10 PM

From: David McIntyre
Sent: Tuesday, September 22, 2020 11:43 AM
To: David McIntyre
Subject: David (and Monica) vs. Goliath (King Coal)

This message goes out to, primarily, but not exclusively, those of you who are unlikely to be online during the upcoming public hearing addressing the proposed (by Benga/Riversdale Resources) Grassy Mountain Coal Project. (The hearing will be open to the public via live streaming on YouTube, and available to view for 30 days thereafter.)

What is the proposed Grassy Mountain Coal Project? It's an open-pit coal mine vision designed to eradicate nearby Grassy Mountain as we know it and, assuming it's successful, set the stage for potential, colossal, open-pit mining throughout the Oldman watershed ... and beyond.

Monica and I have each leapt daunting bureaucratic hurdles and been granted status to present statements at the upcoming (October 27th, 9 am MDT) hearing. She, as a part of her submission, has written a song (*Beautiful Lies*) she'll sing at the hearing.

We've each completed (late yesterday) our statements for the public hearing and, as of this morning, know our submissions have been accepted. The process, life-draining, has consumed our lives of late.

I'm attaching my presentation. It's "just" an outline for my proposed 45 minute talk, and doesn't include my ten, much more lengthy and already filed, Statements of Concern. In other words, what's below frames my efforts and revelations while the detailed guts of my Statements of Concern aren't presented here.

The formatting may not be quite perfect, but my presentation/statement is intact.

Here's my presentation as it's been cut-and-paste taken (minus weather data) from a much more lengthy (52 page) Word document:

Canadian Impact Assessment Registry Reference Number 80101 Grassy Mountain Coal Project

Crowsnest Pass, AB

Following is my (David McIntyre) written submission to be presented at the named Hearing: My full name, address, and phone number:

David M. McIntyre

Box 309 (Bellevue Postal Station) Crowsnest Pass, AB T0K 0C0 403-564-4289

Thank you for approving my participation in the Joint Review Panel's Hearing.

Estimated time for my oral presentation: 45 minutes.

I ask the Joint Review Panel to *not* approve the proposed Grassy Mountain Coal Project.

The following explains and defines the rationale for my request that the project proposal be denied:

The proposed project is located 12 km west of my home and is seen as a threat to, not only my home life, but my entire enjoyment, appreciation, and recreational use of the area I've chosen to live, work, and recreate within. It's also seen as a direct threat to already threatened wildlife and fish, a colossal—downwind and downstream—threat to the Oldman watershed and its supply of safe drinking water and irrigation water to more than 200,000 Albertans.

It is perhaps understandable, but frightening, to realize that some members of society, within a world threatened by a pandemic and financial upheaval, are quick to embrace wealthy speculators' short-term vision of easy money and a plethora of dark unknowns in trade for world-class vistas, and quality-of-life living.

What's surprising is society's tendency, particularly during tough times, to embrace futuristic engineering schemes and untried technology while discounting scientific knowns and a need for honest rigor, full-equation knowledge, and full-spectrum research. As a result, some people are already launching dreams of instant wealth while blind to many other economic options that are available. They stand poised to assault the land that sustains life and its free, but increasingly rare, gift of clear, clean water.

Do these people—perhaps they are unsure of themselves—see only the fleeting highlights of a dark and dirty past? Do they stumble and, in falling, see nothing more than a foreign speculator's cash, an outreached hand and, with it, a promise of prosperity? If society reaches up to accept this cash-laden offer, it accepts, too, its liabilities and must stand willing to throw away all other forms of economic advantage and long-range virtue.

The Oldman watershed, in addition to being the water tower for more than 200,000 Albertans, is a cathedral, a place of worship, not just for indigenous people. Its doors are open to everyone. It's a world-class tabernacle known around the world. (A possible addition here are the dying words—they're in one of my Statements of Concern (SOC)—of eminent Canadian geologist, George Dawson.)

1

This headwaters landscape, a priceless possession, belongs, not just to the people of Crowsnest Pass or the people of Alberta, but to all Canadians. It's a rare and spectacular asset worth billions. It should *never* be squandered for someone else's short-term gain. Alberta's long-range wealth, health, and prosperity depend on its ability to keep intact the mountains that feed our souls, provide us with clear, clean water, and offer us a wild landscape in which to grow, a land we can share—*intact!*—with the world that passes at our

doorstep.

The proposed project, even in its conception, brings stress and concern and detracts from my ability to enjoy, fully, my home, life, and quality-of-life living. I'm overwhelmed by the perceived need to invest in the expenditure—at my own time and expense—of hundreds of hours in an effort to articulate and present my concerns within the highly technical and demanding requirements of Joint Panel submissions. Given the problems and hurdles I've faced, and the colossal investments of time this has forced me to spend, it's easy to see why my neighbors and countless additional concerned Albertans offer me verbal support and encouragement while reporting that the process, for them, is too daunting, a mountain too intimidating to attempt.

I stand here today because I'm convinced the proposed project fails to serve society, poses known and obvious health and welfare threats to the populace, needlessly degrades the environment and its life-sustaining gift of clear, clean water, and effectively kills all other economic options within a region—The Crown of the Continent—characterized by world-class beauty and open-vista intrigue.

The world is changing. Climate change issues demand that we step past the past. The Elk River's dead and dying trout are today's canary in Canada's dirty, dusty coal pits. These trout, in death, speak to us in terms of assessing the worth of open-pit coal mining.

As a graduate student at the University of Washington, College of the Environment (Seattle, WA) during the mid-70s, I asked for, and received permission to embark on a route, as a broad foundation and complement to my degree, no one, to my knowledge, had ever previously undertaken. I took graduate-level field classes in a number of environmental disciplines *outside* my primary field of study: forest science. As a result, I, with the benefit of extensive field trips throughout the Pacific Northwest, studied botany, geology, ornithology, zoology, wildlife science. and more.

During this same time, the Smithsonian Institution contacted the dean of the College of the Environment and asked him to select a professor to lead, through the Pacific Northwest, a ten-day forest science study tour.

I was handed this golden opportunity, and used it to create an international-in-scope educational effort that, as it expanded during the following two decades, allowed me, working for the Smithsonian Institution, to guide educationally focused hiking and whitewater rafting tours— each 10 - 14 days in length—throughout much of the US West and western Canada.

I led these tours through numerous national parks including Mt. Rainier, Olympic, North Cascades, Glacier (USA), as well as Banff, Jasper, Yoho, Kootenay, and Waterton Lakes. I also led educationally-focused whitewater rafting trips down the Salmon River in Idaho, the Middle Fork of the Salmon, and the Colorado River through Grand Canyon. I did this for 20 years.

The Smithsonian study tours exposed me to a diverse clientele: medical doctors, lawyers, engineers, educators, politicians, judges, geologists and a host of other scientists from all walks

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of life. I learned from these people perhaps more than I was able to give them. The exchanges were often deep. All were grounded within the raw-earth, sense-of-place power that emanates from national parks and equivalent reserves, places bathed in Earth's cultural and natural riches, its quintessential capacity to frame and support life.

During my graduate studies, I had occasion to visit southern Alberta and travel through Crowsnest Pass. I, instantly, fell in love with the area's raw beauty, its visible wildlife, its edge- of-world intrigue. I was disturbed, however, by the sight of a coal-blackened landscape and coal-blackened roadside miners who stood at highway's edge waiting for the

company bus.

Shortly afterward, I, in love with the landforms of southern Alberta, and with the province's progressive vision, was offered an opportunity to work for the Government of Alberta's (GoA) Department of Parks, Recreation, and Wildlife. There, I turned down offers of work in Edmonton in order to manage interpretive programming in southern Alberta, where my focus of intrigue with the land and its people allowed me to direct the delivery of educational programs at a number of parks including Cypress Hills, Dinosaur, and Writing-On-Stone. This experience, and exposure, further broadened my understanding of cultural and natural history resources, particularly in the fields of archaeology and paleontology.

As the last of Crowsnest Pass's active coal mines closed (circa 1983), I, wishing to move to the extreme southwestern corner of the province to live within its—this is my chosen home—striking beauty, sought a newly advertised job, lesser in pay, but infinitely greater in offering me the opportunity to live on a land that, to me, was heavenly.

I applied for and was given the job of managing, for Alberta Culture, interpretive programming for a number of sites including Frank Slide, Head Smashed in Buffalo Jump, and Turner Valley. My new home: Crowsnest Pass, Alberta.

... and so it came to pass that I, in love with “the Pass”—as it's called by locals, as if it's the only mountain pass on Earth—came back to the Pass and its raw surroundings of natural beauty. I came back despite a plethora of lingering scars left by unreclaimed mines. I came back, too, because the Pass's dirty affair with coal mining was history, a thing of the past. The land was no longer black with coal dust. There was beauty. You could again hang your laundry in the west wind. And the land, some of it wounded and bleeding, could begin to heal.

My wife and I met on this land. She, from a nearby ranching family, knew from her childhood that this was where she wanted to live. Our paths intersected on this arresting thrust-faulted landscape where a wind-shaped pygmy forest characterized by ancient limber pines and whitebark pines reached up to towering cliffs and a spiritual power peak known as Crowsnest Mountain. We met amid the rubble of the 1903 Frank Slide, North America's deadliest rock avalanche, and one of Alberta's worst life-claiming disasters. Only the across-the-valley 1914 Hillcrest Mine Explosion has claimed a greater toll.

My job with the GoA enabled me to work for more than a decade with scientists, geophysicists, and engineers engaged in deformation monitoring of Turtle Mountain, producer of the 1903 Frank Slide.

Turtle Mountain, within its current state of structural collapse, is forecast to produce a future rockslide capable of claiming human life, crossing the Crowsnest River valley, and inundating the Canadian Pacific Railway line and Highway 3. When will this occur? No one knows.

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Following my GoA employment and the 100th anniversary of the Frank Slide, then Premier Ralph Klein, at the anniversary ceremony (2003), announced the GoA's commitment to renew, upgrade, and support the Turtle Mountain monitoring program. I was asked to join this new deformation monitoring team.

It's my long-range exposure to the ongoing threat imposed by Turtle Mountain that causes me to express concern today for the potential of close-proximity mine blasts from Grassy Mountain to generate seismicity that could trigger and/or otherwise accelerate and exacerbate the potential for Turtle Mountain's well-known and already unstable structure to fail, and do this in a potentially life threatening, catastrophic way. (A major rock avalanche cascaded from the northern flanks of “nearby” Chief Mountain (MT) on July 2, 1992, burying hundreds of acres under a virtual sea of rock. The cause of the rock avalanche: a small earthquake. See, too, my Jan. 14, 2020 op-ed “Fallout from Turtle Mountain” as it appeared

in the *Lethbridge Herald*.)

I believe it's inherently dangerous to engage in any "experiment" that has the added risk of exacerbating the known risk Turtle Mountain poses to the lives of those who pass beneath it. The mountain's existing display of its potential to transform the valley and claim human life is, I would think, more than enough to promote profound caution, extreme restraint. There's no need to add the impact of close-proximity mine blasts to an already crumbling equation.

My wife and I have likely spent more time hiking throughout the greater Crowsnest Pass than any living couple. We've each walked, literally, tens of thousands of kilometers (an estimated 50,000 kilometers) on this landscape during the past three decades alone, i.e., the equivalent, and more, of walking around the Earth at the equator.

During the past few decades, however, we've reluctantly retreated from many of the Crowsnest Pass haunts that we initially found so alluring. Why? Wanton destruction of the land by users and abusers. We, in love with the land, found it difficult to bear the burden of seeing the abuse.

One of the things that I—and my wife—brought to the Oldman's headwaters landscape was an innate curiosity to discover our own chosen brand of hidden treasure. We, for example, high on the cliffs of Sentry Mountain, discovered—and photographed the entry to—The Booming Ice Chasm 13 years before the same cave was "discovered" and named by cavers who came after us. We have also found prehistoric pictographs within a cave on Bluff Mountain—it's immediately south of Grassy Mountain—and documented rare orchids—currently being excavated by off-road abuses—on the flanks of Tecumseh Mountain. There's more.

Shortly after moving to Crowsnest Pass, I reported another unexpected discovery: The headwaters of the Crowsnest River was home to Alberta's rarest, most diverse, forest community, a previously undocumented, unreported range of tree species found nowhere else in the province. What did this do to alter logging practices? Nothing. When I was interviewed by the Canadian Broadcasting Company in 2008 in response to my concern that this one-of-a-kind forest was being logged on the flanks of Crowsnest Mountain, reporter Jennifer Keene, following the formal interview, asked me if there was anything else I was concerned about. I responded by telling her I thought there might be native pure-strain cutthroat trout in the upper reaches of Allison Creek (flowing below us). I, later, brought this thought to provincial fisheries biologists, and was laughed at, ... but they agreed to DNA test trout above a waterfall I described, one they weren't aware of. The outcome: Pure-strain westslope cutthroats were present. The results prompted me to ask that Girardi Creek (on the opposite side of the Crowsnest River valley) be similarly sampled. It, too, proved to be home to threatened, pure-strain cutthroats.

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But here are the important aspects of these discoveries: Was Alberta's rarest forest community saved? Have rare orchids been saved? Have the identified and threatened populations of native trout been saved? Has the GoA done anything that's altered a picture of ongoing destruction of precious, irreplaceable natural resources? Within the bleak answer, it's my thought that Allison's cutthroats have been killed during the past decade due to ongoing logging operations and rampant off-road abuses within the Allison Creek watershed.

It's also my firm belief, as a forest scientist, that the price we've paid to manage the high, dry, matchstick forest of southwestern Alberta has already cost society far more than the forest's hypothetical projected worth, as measured in merchantable timber, assuming this slow growing "crop" can be harvested before invading insects or wildfires kill it. Imagine the risks involved in attempting to grow a crop that doesn't mature for 100 years. Imagine this

as climate change adds drought and heat to the equation. Imagine this as hungry forest pathogens propagate in wild response to a weak, old forest's susceptibility to attack. Imagine the ever-accelerating risk of wildfire. Look toward California and Oregon for answers.

What does any of the preceding have to do with open-pit coal mining? Everything! Whatever GoA land-use and resource extraction rules and regulations exist, they appear to have so little impact in preserving Alberta's headwaters landscape and/or protecting rare and threatened species that they appear meaningless. Also, and of perhaps even greater importance, the *reported* values of wood production and in-the-ground resources are often at extreme variance with the *real worth* of these products, once extracted. And there's this: The true cost of reclamation or restoration is seldom—if ever!—factored in with meaningful integrity by those who seek profit from investment opportunity.

What, given the preceding, happens when the cold, hard facts are considered within a picture of an already-over-committed, ever-shrinking headwaters watershed's ability to function? What happens as climate change continues to add its choking grip to a growing water crisis? Do we ignore climate change and its impacts on our lives, the lives of our descendants, and the Earth as we know it? It's common knowledge that the Oldman watershed is overcommitted. It's common knowledge that climatologists project, over decades, ever-declining flows in the Oldman River.

The current (Sept. 21, 2020) picture: Alberta Environment issued (in July) a Water Shortage Advisory for the Castle, Crowsnest, and Upper Oldman rivers.

A parallel problem: Projects that receive government approval are often in conflict with the common good of society as a whole, and very likely to be nothing more than stock market scams. They're very prone to be fly-by-night, ill-advised schemes that add wealth to the rich, degrade the life-sustaining virtue of the land, and further impoverish the poor. A quick look at the current state of North America's coal mining towns paints a picture of impoverished living and poor health.

I've invested decades in uphill conservation efforts in southwestern Alberta. I've worked within the system to have threatened species receive the protection they deserve. I've worked to create awareness of and protection for rare, one-of-a-kind landscapes. My efforts, considerable, have failed on every front. All I and others with similar aspirations appear to have generated: additional government paperwork and overtime pay for government employees who, in the process, have proved inept and/or incapable of actually solving or rectifying *any*—is there a single success story?—of numerous glaring concerns and issues that were brought to their attention.

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In each and every case I've been involved in, rampant and degrading land-abuse practices have accelerated after the issue was brought to the GoA's attention. Each and every issue I've brought to the GoA's attention has worsened after I acquired GoA "support." *Never* has the GoA shown itself capable of turning the tide when I placed a concern or call-for-action on its boardroom table.

The Oldman's headwaters, today, are at a critical, catastrophic crossroads. This now-endangered headwaters landscape can tolerate no further abuse without failing to support native trout—they're already in grave peril—and other species as well as its many thousands of water-dependent downstream users.

Based on decades of observation and attempts to work within the GoA's ability to address land-use issues, I do not believe there exists, within the government, the will, the capacity, or the credibility required to address the land and watershed degradation issues that, out of control, were running rampant throughout the Oldman's headwaters *before* it opened (June 1, 2020) the mud-gates to rampant coal exploration throughout Alberta's Eastern Slopes. It

appears clear to me that prompt and honest intervention is required if Alberta's headwaters —our watershed!— can be saved.

I live on the outer edge of Crowsnest Pass, a community that is still defined, to a large degree, by its brawling, combative past. It's a fractious community characterized by rough edges, tough characters, and an active bully culture. It's a community in which most people are afraid to speak if their views tip toward any form of restrictive land use or activity.

"Mountain Freedom" is the battle cry, the ability to throw the rule book away and do anything a hard-ridin', heavy-drinkin', dirt-spewin', landscape-degradin' maverick heart desires.

It's here on this landscape that I've expressed and exposed my protect-the-land views and, daily, paid the price. I've had my vehicle's tires slashed, my car windshield smashed by what was almost certainly the heavy swing of a hand-wielded axe, and I've weathered the experience of discovering that another individual's (John MacGarva) letter to the editor, a letter presumed libelous and laden with false and misleading information about me, was printed in a local newspaper.

Despite the described hurdles and the feeling that, wherever I go, I'm being watched, I continue to advocate for landscape integrity and resource protection. What I no longer seek, however, is GoA assistance in achieving these goals. The province, in my opinion, has repeatedly proved itself inept and/or incapable of addressing land-use issues. A more committed, functional, and focused entity is required.

The last thing Alberta's headwaters landscape needs and is capable of tolerating is a land-degrading, watershed-destroying force in addition to those, pre-June 1, 2020, that the GoA, repeatedly, and for decades, has proved itself incapable of managing in a sound and credible way.

I'm amazed that the proposed Grassy Mountain Coal project is, today, deemed to possess sufficient worth to proceed to a public hearing. I'm amazed that human health issues—doctors know these in spades—and concerns for sustainable water—ask any credible hydrologist or climatologist—haven't derailed the project and the GoA's interest in it. I'm amazed, too, that the project's potential to generate colossal down-wind and downstream detrimental impacts on agriculture, recreation, tourism, the economy and quality-of-life living haven't already turned wild

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speculation into broad-based cries for help from the public. The answer, I suggest, lies in the fact that most Albertans have no idea of what's going on "down here" in the land down-under, a land off the public radar screen. Media focus and public focus are on the pandemic and the economy.

The people of "the Pass" have weathered hardship, tough times, and an unthinkable litany of disasters. Perhaps nothing speaks so succinctly and with such power as the voice of those who have lived through Crowsnest Pass's black times, people who can look at their roots and see the meager wins and the colossal losses witnessed during their journey through life. These people, and all Canadians, stand at the crossroads that bring us to this point in time. There are those who look favorably upon the dirty vision of returning to the vagaries of their coal-mining past. Others wish to turn their backs on the black vision of living in the back seat of someone's else's money-waving speculative ploy. I suggest that futuristic, long-range thinkers are focused on the clean air and spectacular mountains at their doorstep. They, wising to write their own future, are inspired, willing and able to step forward into a world forged on the backbone of the Rocky Mountains, a world that embraces and draws its strength and economic viability from its long-range thinking, its world-class surroundings ... a world that lies at the hallowed, sacred foot of Crowsnest Mountain.

The greater Crowsnest Pass and the work-and-play lives of the people passing through embody a paradoxical puzzle, a dichotomy that places those who most love of the land in conflict with those who seek to exploit it and destroy it for perceived short-term gain. For those of us who actively chose—and choose—to live here, we love our mountainous home for its raw, wild beauty. We immerse ourselves so inextricably within this vision we began to feel we own the land, that it's ours. In truth, however, it's the mountains that own us. We belong to them and look to them for strength and guidance. The mountains, our hope and salvation, are not here to be sacrificed.

Questions: Will Albertans destroy their headwaters heritage and cripple their future for someone else's short-term gain? Do Albertans and Canadians stand in support of adding to Canada's needless contribution to global warming? These are questions we might ask of people living in the wildfire-ravaged lands of California and Oregon ... or maybe we simply need to ask the residents of "nearby" Fort McMurray.

Two things the Grassy Mountain Review Panel must initiate, in my opinion, in the interest of full public awareness and disclosure:

- A detailed, investigative report that, clearly and definitively, conveys what happened to Gold Creek's "missing" (and presumed dead) trout in the wake of an apparent July 30, 2015 collapse of waste coal from the eastern flanks of Grassy Mountain. Who was responsible for this event, what caused it, and what, exactly, did it do to the population of native cutthroats in Gold Creek? (See my Dec. 8, 2017 Statement of Concern for added detail.)
- A similar document, complete with the results of independent, lab-tested water samples, that reveals, precisely, what caused Blairmore Creek to, on April 13, 2017, appear orange and laden with acid runoff. What do independent toxicologists report via the analyzed water samples? Who was responsible for this event, what created this situation, and what were the threats to aquatic life and public drinking water? (See my Dec. 8, 2017 Statement of Concern for added detail.)

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My already-submitted Statements of Concern (SOC) are attached to this document. I've done this because, even after spending untold hours in an attempt to find and record the defining IAAC and AER reference numbers for these documents, at least one of these SOC's—it's dated Dec. 8, 2017—appears to be missing. Also, I was promised some years ago that the IAAC and AER would integrate their files such that a search for, say, all SOC's presented in response to the Grassy Mountain proposal, would reveal *all* SOC's, not a fractured, incomplete accounting. Seemingly, this update and level of fluid, transparent revelation has not yet been realized.

I'm providing, here, added climatological data, and doing this primarily due to its importance in attempting to determine how wind can impact and exacerbate a plethora of health, wildfire, and other dust-distribution concerns:

The hurricane-force winds that tear along the front ranges of the Alberta Rockies are legendary. Known as the Chinook, the Snoweater, and certainly by more colorful names, these winds are sometimes a blessing. They can also be a lethal curse. It's likely that AltaLink and Fortis Alberta know the associated costs as well as anyone. Each has likely experienced millions in unexpected line repairs due to savage, equipment-destroying winds in, and through, the Oldman headwaters landscape.

TC Energy, formerly TransCanada Pipeline, also knows well the vagaries of the region's winds. The company, for approximately three decades, has been trying to reclaim and revegetate a portion of its twin line approximately 10 km north of my home, and roughly the same distance from Grassy Mountain. TC Energy has invested heavily in this since, I

believe, 1991, and yet its efforts, ongoing, appear to have failed. Within recent years, the company, a contractor, or other available workforce has, as a part of the ongoing reclamation effort, excavated dozens of ancient, endangered, living limber pines ... and then transported these trees, dead, to the pipeline route—I can provide a picture—where they, along with rebar, are being used in an attempt to stabilize the fill above the pipeline and propagate vegetative growth. There are probably far more costly failed reclamation efforts on this Oldman headwaters landscape but there may be no finer land-defining example of how a rare and endangered species has been killed for no reason other than the envisioned use of its stark, lifeless remains as windbreaks and soil anchors. (The GoA, however, tried for years to eradicate ancient forests of whitebark pines on this same landscape—the trees were bulldozed and burned—before turning its back on this practice and, within the last decade or so, working to document the presence of whitebark pines on the land, acknowledge the trees as an endangered species, and work to protect them ... at least on paper.)

Supplemental weather data

I'm attaching here, as a part of my submission, a month-by-month summary of weather data for 2019 as recorded (via Davis Instruments Vantage Pro2) by a neighbor (Rolf Brinkmann) and sent (by him) to Environment Canada. The latter is the recipient of more than 10 years of weather data (2010 - 2020) from Mr. Brinkmann. The following data from 2019 deliver a picture similar to the preceding years, although Mr. Brinkmann reports that his recorded data reflect a noticeable trend toward hotter drier conditions:

ANNUAL CLIMATOLOGICAL SUMMARY

I provide the preceding to provide a dynamic, downwind picture of the potential for dust and coal fines from Grassy Mountain to travel what's likely tens of kilometers downwind from their point of origin, to, on snow, accelerate spring melting, streamflows, and degrade the health and quality-of-life living for the region's inhabitants. How, too, might wind-born dust and coal fines impact the already threatened population of pure-strain westslope cutthroat in Rock Creek, a stream with its headwaters a virtual stone's throw from Riversdale's planned epicenter of activity? Todd Creek, with a similar population of threatened native trout, is similarly positioned. So, too, is Daisy Creek.

Note: I've deleted these data from this message because they did not survive, intact, in my cut-and-paste transfer.

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I wrote the following—I believe it's important, and telling—on October 23, 2016 after attending, in Fernie, BC, the 7th annual Crown of the Continent Roundtable conference:

[The Crown of the Continent, the Crowsnest Pass' internationally embraced backyard](#)

[by David McIntyre](#)

[I attended the 7th annual Crown of the Continent conference this past week \(Oct. 13th and 14th\) in Fernie, B.C. The “Crown” as it's known to its many partners, is a remarkable, internationally known and marketed landscape. It's gorgeous, ecologically intact, rich in history and natural resources. It's home to thriving communities. Glacier National Park \(MT\) and Waterton Lakes National Park \(AB\) define the “Crown's” captivating core.](#)

[There are problems. The 18-million acre Crown of the Continent landscape is threatened by climate change, loss of traditional knowledge, growth and development.](#)

The conference was designed to address these product-degrading threats by providing a forum for collaboration and networking among Tribes/First Nations, land managing agencies, local governments, private land partnerships, academia, conservation groups, businesses, and industry.

The job: colossal.

The commitment from participants: titanic.

The theme of this year's conference: **One Backyard: Celebrating a Shared Landscape.**

The Fernie meeting brought the Crown's many partners together and provided roundtable discussions. The shared goal: enhance the culture, community and conservation values across the USA-Canada border, and between the Crown's two Canadian provinces (AB and BC).

Among the symposium's many presenters, three mayors from the transboundary landscape were invited to discuss their challenges and successes.

The three: Mayor Mary Giuliano, Fernie; Mayor John Muhlfeld,

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Whitefish; and Mayor Blair Painter, Crowsnest Pass. (Previous mayors from Crowsnest Pass have participated in preceding Crown workshops.)

Background: Fernie, Whitefish and Crowsnest Pass share similar populations (4,500 - 7,500), but vary in footprint, with Crowsnest Pass having a much larger land base than the other two. It's therefore interesting—absurd might be a better word—that Crowsnest Pass couldn't be found—it didn't exist—on the conference maps of the region. The community's "black hole existence" created a massive identity problem. It's a problem that, I've noticed, also manifests itself on most Alberta-produced maps. Where is Crowsnest Pass, AB, and how does the community, despite its large footprint and population, fail to appear on maps that name and draw attention to the much smaller towns surrounding it?

Mayor Painter addressed Crowsnest Pass' challenges and hopes for a better tomorrow. He spoke of the community's lack of an industrial tax base, and said he was looking forward to Riversdale's startup (an outcome that, it was noted, is not assured—it remains dependent on yet-to-be- determined reviews and assessments).

Mayor Painter stated that a mine within the community would have no impact on tourism, and described himself as pro-coal, and the community as pro-coal. Countering Painter's position, Fernie councillor Phil Iddon, speaking on behalf of Fernie, and contemplating the vision of a mine within the City of Fernie, reported that he didn't want industry in "our bubble," a reference to Fernie. Iddon added, "I don't think people would tolerate industrial development in our

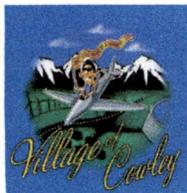
community.”

John Muhlfeld, Whitefish mayor, reported that his community has very little industrial land. He articulated the need to focus on protecting the quality of life for Whitefish residents. He said he wanted to “quench people’s thirst for authenticity and quality of life.” Muhlfeld added that Whitefish is working to reduce its night-light profile in an effort to achieve a “dark sky” vision, a concept that’s being marketed successfully in nearby Glacier National Park. There, the park’s success in drawing visitors has been so great that the water supply and the park’s infrastructure have been stretched to their absolute limits.

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Glacier National Park Superintendent Jeff Mow, addressing the problem—more than two million visitors annually—reported the need to replicate and support the park experience outside the park to decrease the pressure within. In other words, the communities bordering the park were being looked upon to shoulder Glacier’s overwhelming appeal, and benefit from the resulting economic potential.

Mayor Painter, when asked his thoughts about the “new park in the Castle,” appeared uncomfortable with the question, and indicated he was waiting to see what the Gov. of Alberta intended to do with the park before offering comment.



VILLAGE OF COWLEY

518 3 Avenue

Box 40, Cowley, Alberta T0K 0P0

Phone: 403.628.3808 Fax: 403.628.2807 E-mail: vilocpw@shaw.ca

RECEIVED

NOV 12 2020

M.D. OF PINCHER CREEK

November 4, 2020

Troy MacCulloch
Chief Administrative Officer
Municipal District of Pincher Creek No. 9
Box 279
Pincher Creek, Alberta
T0K 1W0

Dear Troy,

Clayton Davis, the Public Works Foreman for the Village of Cowley, has taken an interest in receiving his Water & Wastewater Operators Certificate.

He has completed the Entry Level Training in 2019 and is currently enrolled in the Level 1 Certification Preparation online course.

I am writing to ask if Clayton can spend time at the Cowley Lundbreck Regional Water Plant with operators Randy Macleod &/or Barry Carney to receive the required hours of experience to enable him to further his goal of acquiring the Level 11 Certification.

If this is accepted I look forward to working out a schedule or plan that works for everyone involved.

I appreciate your time with this matter.

Sincerely,

Cindy Cornish, CAO

Village of Cowley



November 16, 2020

Reeve and Council
M.D. of Pincher Creek #9
Box 279
Pincher Creek, AB
T0K 1W0

Re: 2021 Joint Funding Allocations

Dear Reeve and Council,

Please be advised that Council for the Town of Pincher Creek passed the following resolution at their November 9, 2020 regular meeting of Council;

That Council for the Town of Pincher Creek approve the joint funding allocations at a per capita rate of \$28.76 for a total of \$104,734 contribution from the Town.

Trusting this information to be satisfactory.

Yours Truly,

Laurie Wilgosh

Laurie Wilgosh LGA, CAO
Town of Pincher Creek

/lg



TOWN OF PINCHER CREEK

962 St. John Ave (Box 159) Pincher Creek, AB T0K 1W0
Phone 403 627 3156 Fax 403 627 4784
reception@pinchercreek.ca www.pinchercreek.ca



November 16, 2020

Reeve and Council
M.D. of Pincher Creek #9
Box 279
Pincher Creek, AB
T0K 1W0

Re: Pincher Creek Foundation Funding Formula

Dear Reeve and Council,

Please be advised that Council for the Town of Pincher Creek passed the following resolution at their November 9, 2020 regular meeting of Council;

That Council for the Town of Pincher Creek receive the Pincher Creek Foundation Funding Formula information from the Municipal District of Pincher Creek as information.

Trusting this information to be satisfactory.

Yours Truly,

Laurie Wilgosh

Laurie Wilgosh LGA, CAO
Town of Pincher Creek

/lg



TOWN OF PINCHER CREEK
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EXECUTIVE COMMITTEE MEETING MINUTES
October 8, 2020; 6:00 pm
ORRSC Conference Room (3105 - 16 Avenue North, Lethbridge)

The Executive Committee Meeting of the Oldman River Regional Services Commission was held on Thursday, October 8, 2020, at 6:00 pm, in the Conference Room of the ORRSC Administration Building.

Attendance:

Executive Committee:

Gordon Wolstenholme, Chairman
 Jim Bester, Vice Chair
 Don Anderberg
 Jennifer Crowson
 Doug MacPherson
 Margaret Plumtree
 Ian Sundquist

Staff:

Lenze Kuiper, Director
 Tara Cryderman, Executive Assistant

Chairman Wolstenholme called the meeting to order, the time being 6:07 pm.

1. Approval of Agenda

Moved by: Ian Sundquist

THAT the Executive Committee approve the October 8, 2020 Executive Committee Meeting Agenda, as presented.

CARRIED

2. Approval of Minutes

Moved by: Jennifer Crowson

THAT the Executive Committee approve the August 13, 2020 Executive Committee Meeting Minutes, as presented.

CARRIED

3. Business Arising from the Minutes

None

4. New Business

a. Staff Update

The Executive Committee was reminded of the retirement of Barb Johnson and was informed of the hiring of Tara Cryderman for the position of Executive Assistant.

The Committee was also reminded of the resignations of Erin Graham and Bonnie Andres from July. These two positions will not be filled at this time.

The potential retirement date for Senior Planner Mike Burla was also mentioned. Mr. Burla has informed the Director of his intentions to retire in 2021.

b. Draft 2021 Budget

The Draft 2021 Budget, the 2021 Membership Fees Review and the 2021 GIS Fees Review were presented for first review and initial discussions.

The following provides a synopsis of the discussion:

- The approval fees revenue was discussed. The revenue is projected to be \$300,000 in 2021. This was felt to be too high.
ACTION: After discussion, consensus of the Committee was to budget the Approval Fees Revenue at \$250,000.
- There was no increase to membership fees budgeted for 2021.
ACTION: After discussion, consensus of the Committee was to increase membership fees by 1%.
- Computer Software expenses are double what was budgeted for 2020. This is due to the number of subscriptions necessary, mainly for GIS Services. The GIS Fees for 2021 was budgeted with no increase to fees.
ACTION: After discussion, consensus of the Committee is to pass this increase onto our clients and to increase the fees accordingly.
- Fleet replacement was discussed.
It was budgeted to replace a vehicle in 2021.
ACTION: After discussion, consensus of the Committee was to delay purchase of a new fleet vehicle until 2022.
ACTION: Compare the costs associated with owning and maintaining a fleet inventory versus paying mileage for travel.
- Another suggestions was to review computer software. Perhaps there are cost saving alternatives available, such as Google Docs instead of Microsoft.
- Equipment items, such as a new Air Conditioning Unit and new computer systems were budgeted in 2021. These items were included as an "in case" instance. The actual replacement schedule is undetermined.
ACTION: After discussion, consensus of the Committee was to remove these items from the 2021 budget, and should there be a need to replace these items in 2021, that they be purchased using funds from the Reserve account. The reserve account has been established for this reason.

- The Reserve Account was discussed.
ACTION: After discussion, the consensus of the Committee was to not allocate funds to the reserve account for 2021.
- Postage was discussed, with relation to mailing out Agenda Packages to the Board of Directors and the Executive Committee.
ACTION: After discussion, the consensus of the Committee is to discontinue mailing a hard copy of the Agenda Package to the Executive Committee but rather, email the package and provide a hard copy the night of the meeting.
ACTION: Add discussion on postage and the mailing of Agenda Packages to the next Board of Directors Meeting.

c. Strategic Plan Review

The Strategic Plan 2016 - 2026 was reviewed.

Member Services

Objective #1 - Add New Member Services

- A Regional SDAB has been established
- Drone Imagery is now offered
- There is a possibility to increase services, and revenue, by renting out office space to organizations within the area.

ACTION: After discussion, it was suggested that SouthGrow be contacted to investigate the possibility of utilizing office space.

Objective #2 - Add New Planning Members

- The Village of Dutchess has joined
- The Town of Bow Island has been in discussions regarding membership

Objective #3 - Add New GIS Members

- The Village of Dutchess and the City of Brooks are now utilizing this service
- Will continue to seek out additional municipalities

Objective #4 - Strengthen Member Relationships

- The Bylaw requires amendment. This will provide an opportunity to update membership agreements and power of attorney agreements.

Object #5 - Secure Data & Provide Modern Access to Information and Data

- Continue to digitalize files

Fiscal Sustainability

Objective #1 - Review and Define the Business Model Ensuring ORRSC Maintains Fiscal Sustainability

- Annual review and adoption of the budget

Objective #2 - Communicate the Value of ORRSC to Member Municipalities

- Continue to communicate the value of ORRSC to members

Objective #3 - Secure Provincial Funding

- Due to the current government, this objective is highly unlikely to be met
- Grant Funding will require municipal advocacy

Administrative Leadership

Objective #1 - Ensure Staff have Proper Work Environment and Resources to meet Member Obligations

- Ongoing Policy Manual Update
- Salary Review and Comparisons Review ongoing
- Risk Management Annual update

Governance

Objective #1 - Ensure our Board and Executive remain Effective and Relevant

- Solid understating of roles by Directors and Executive Members
- ORRSC Bylaws will be updated in 2021

Survey Summary

The last survey dates back to 2016.

- ACTION: Perform another Member Survey.

d. Subdivision Activity 2020

The subdivision activities for August and September 2020 were reviewed. Subdivision fees are still almost \$34,000 less than this time last year.

e. Fee For Service – Current Projects

The current projects were reviewed.

Estimated costing vs actual costing was discussed.

5. Accounts

a. Office Accounts
i. July 2020

Office Accounts - July 2020

Account Number	Account	Reference	Amount
5150	Staff Mileage	Diane Horvath	\$96.00
5280	Janitorial Services	Madison Ave Business Services	\$475.00
5320	General Office Supplies	Madison Ave Business Services	\$24.34
5285	Building Maintenance	Isaac Witkowski	\$50.00
5310	Telephone	Bell Mobility	\$590.84
5310	Telephone	Shaw Cablesystems	\$180.90
5310	Telephone	Shaw Cablesystems	\$180.90
5320	General Office Supplies	Total Office Plus	\$57.48
5380	Printing and Printing Supplies	Total Office Plus	\$143.98
5320	General Office Supplies	Desjardin Credit Services	\$129.44
5380	Printing and Printing Supplies	Desjardin Credit Services	\$301.76
5380	Printing and Printing Supplies	Total Office Plus	\$58.99
5380	Printing and Printing Supplies	Lethbridge Mobile Shredding	\$23.00
5430	Aerial Photos and Maps	MD of Willow Creek	\$100.00
5440	Land Titles Office	Minister of Finance	\$180.00
5490	Consultants	Brown Okamura & Associates	\$359.00
5500	Subdivision Notifications	Lethbridge Herald	\$360.40
5570	Equipment Repairs and Maintenance	Xerox	\$689.38
5570	Equipment Repairs and Maintenance	Digitex	\$720.00
5570	Equipment Repairs and Maintenance	Whipcord	\$1,262.80
5570	Equipment Repairs and Maintenance	Whipcord	\$1,262.80
1160	GST Receivable	GST Receivable	\$322.46
Total			\$7,569.47

i. August 2020

Office Accounts - August 2020

Account Number	Account	Reference	Amount
5150	Staff Mileage	Gavin Scott	\$53.50
5280	Janitorial Services	Madison Ave Business Services	\$425.00
5320	General Office Supplies	Madison Ave Business Services	\$38.50
5320	General Office Supplies	CarbonGraphics	\$29.71

5320	General Office Supplies	Desjardin Credit Services	\$88.96
5380	Printing and Printing Supplies	Desjardin Credit Services	\$45.49
5330	Dues and Subscriptions	Taber Times	\$46.00
5380	Printing and Printing Supplies	Lethbridge Mobile Shredding	\$43.00
5440	Land Titles Office	Minister of Finance	\$227.00
5500	Subdivision Notification	Lethbridge Herald	\$190.40
5570	Equipment Repairs and Maintenance	Xerox	\$1,083.96
5570	Equipment Repairs and Maintenance	Digitex	\$720.00
5570	Equipment Repairs and Maintenance	Whipcord	\$1,262.80
1160	GST Receivable	GST Receivable	\$198.20

Total **\$4,452.52**

Moved by: Margaret Plumtree

THAT the Executive Committee approve the Office Accounts for July 2020 (\$7,569.47) and August 2020 (\$4,452.52), pending clarification regarding the double payment to Whipcord in the month of July for the amount of \$1,262.80.

CARRIED

b. Financial Statements

Moved by: Don Anderberg

THAT the Executive Committee approve the January 1 - July 31, 2020 and January 1 - August 31, 2020 unaudited Financial statements, as presented.

CARRIED

6. Director's Report

The Director provided an update on his activities since the last Executive Committee Meeting.

7. Executive Report

Members of the Executive Committee provided updates on their activities, and information regarding their Municipalities.

8. In Camera

Moved by: Doug MacPherson

THAT the Executive Committee move In-Camera, the time being 7:56 pm, pursuant to provisions of the *Freedom of Information and Protection of Privacy Act*.

CARRIED

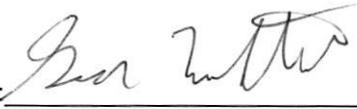
9. **Moved by: Doug MacPherson**

THAT the Executive Committee move out of In-Camera, the time being 8:04 pm.

CARRIED

10. **Adjournment**

Following all discussions, Chair Gordon Wolstenholme adjourned the meeting, the time being 8:05 pm.

CHAIR: 



ORGANIZATIONAL MEETING
Monday October 26, 2020 at 5:30p.m.
Council Chambers, Town Hall
Virtual via GoToMeeting

IN ATTENDANCE: Mayor: Don Anderberg
Councillors: L. Jackson, Sussanne O'Rourke, S. Korbett
M. Barber, W. Elliott and Brian McGillivray
Staff: L. Wilgosh, Chief Administrative Officer; D. Green
Family and Community Support Services
Coordinator; L. Rideout, Director of Community
Services and L. Goss, Administrative Manager

1. CALL TO ORDER

Mayor D. Anderberg called the meeting to order at 5:31 p.m.

2. ADOPTION OF AGENDA

ELLIOTT:

That the Council for the Town of Pincher Creek approves the October 26, 2020 agenda as presented.

CARRIED ORG 20-001

3. MEETING TIMES AND DATES

JACKSON:

That Council for the Town of Pincher Creek agrees to keep the current schedule of the first Wednesday at 9:00 am and second and fourth Mondays at 6:00 pm of the month for Regular Council Meetings.

CARRIED ORG 20-002

Councillor McGillivray joined the meeting at 5:36 pm.

Initials

4. **DEPUTY MAYOR APPOINTMENTS**

ANDERBERG:

That Council for the Town of Pincher Creek appoint the following Deputy Mayor for the period of October 23, 2017 to October 25, 2021.

Mark Barber	October 23, 2017 – June 30, 2018
Wayne Elliott	July 1, 2018 – February 28, 2019
Lorne Jackson	March 1, 2019 – October 31, 2019
Scott Korbett	November 1, 2019 – June 30, 2020
Brian McGillivray	July 1, 2020 – October 25, 2021

Councillor O'Rourke requested a recorded vote

IN FAVOUR

Anderberg

Korbett

Barber

McGillivray

Elliott

Jackson

OPPOSED

O'Rourke

CARRIED ORG 20-003

5. **COUNCIL APPOINTMENTS TO COMMITTEES AND BOARDS**

KORBETT:

That Council for the Town of Pincher Creek approve the Council Member Appointments to Council Committees and Boards as listed on Schedule A and that Schedule A be attached hereto and form part of the minutes.

Councillor O'Rourke requested a recorded vote.

IN FAVOUR

Anderberg

Korbett

Barber

McGillivray

Elliott

Jackson

OPPOSED

O'Rourke

CARRIED ORG 20-004

6. **ADJOURNMENT**

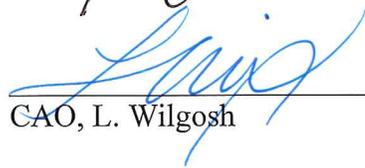
ANDERBERG:

That this Organizational Meeting of Council on October 26, 2020 be hereby adjourned at 5:51 p.m.

CARRIED ORG 20-005



MAYOR, Don Anderberg



CAO, L. Wilgosh

**APPROVED BY RESOLUTION
OF THE COUNCIL OF THE
TOWN OF PINCHER CREEK,
THIS 9th DAY OF NOVEMBER 2020**

S E A L

Initials 

SCHEDULE "A"
COUNCIL APPOINTMENTS
OCTOBER 26, 2020 TO OCTOBER 25, 2021

1. ALBERTA SOUTHWEST REGIONAL ALLIANCE

Mandate: Alberta SouthWest Regional Alliance Ltd. (AlbertaSW) is a Regional Economic Development Alliance (REDA) of 16 communities working together to help each other succeed. Requires one member.

Staff Lead: Open

Meetings: First Wednesday evening monthly

Member(s): Scott Korbett

2. ASSESSMENT REVIEW BOARD

Mandate: Oldman River Regional Services Commission and Municipalities within the region jointly established a Regional Assessment Review Board (Bylaw 2011-02) to exercise the functions of a Local Assessment Review Board (LARB) and the function of a Composite Assessment Review Board (CARB) under the provisions of the Municipal Government Act in respect of assessment complaints made by taxpayers of a Regional Member Municipality. Requires one member and one alternate member.

Staff Lead: Legislative Services Manager/Administrative Manager

Meetings: Annually if assessment appeals are received.

Member(s): Appointed by ORRSC

3. COMMUNITY EARLY LEARNING CENTRE BOARD

Mandate: Requires four members

Staff Lead: Family and Community Support Services

Meetings: As required

Member(s): Scott Korbett, Brian McGillivray and Don Anderberg

Alternate: Wayne Elliott

4. COMMUNITY FUTURES ALBERTA SOUTHWEST BOARD

Mandate: Establish priorities, monitor performance and be accountable to key stakeholders, such as local, provincial and federal governments.

Staff Lead: Chief Administrative Officer

Meetings:

Member(s): Mark Barber

5. COMMUNITY HALL BOARD

Mandate: Established in 1972, Pincher Creek's Community Hall is an immaculately maintained multi-use facility that serves as the heart of this community.

Requires one member.

Staff Lead: Events, Marketing & Economic Development Officer

Meetings:

Member(s): Lorne Jackson

6. COMMUNITY HOUSING COMMITTEE

Mandate: Study and provide advice regarding matters related to housing.

Requires three members.

Staff Lead: Family and Community Support Services Coordinator

Meetings: Monthly

Members: Don Anderberg, Wayne Elliott and Brian McGillivray

7. COMMUNITY TRANSPORTATION COMMITTEE

Mandate: Study and provide advice regarding matters related to transportation.

Requires two members.

Staff Lead: Director of Operations

Meetings: As required

Membership: Lorne Jackson and Brian McGillivray

8. ECONOMIC DEVELOPMENT COMMITTEE

Mandate: To advise Town Council on various economic development issues.

Requires one member.

Staff Lead: Economic Development Officer

Meetings: Fourth Thursday monthly at 4:00 pm

Member(s): Scott Korbett

9. EMERGENCY SERVICES COMMISSION

Mandate: To manage fire and ambulance services. Requires two members and one alternate member.

Staff Lead: Fire Chief

Meetings: Fourth Wednesday monthly at 1:30 pm.

Member(s): Scott Korbett and Don Anderberg

Alternate: Lorne Jackson

10. FACILITIES PLANNING STUDY STEERING COMMITTEE

Mandate: To study and provide advice to the Town of Pincher Creek regarding the future development, renovation or expansion of facilities including sport, recreational, community and other Town owned facilities. Requires two members.

Staff Lead: Director of Community Services

Meetings: As required

Member(s): Mark Barber and Wayne Elliott

11. FAMILY AND COMMUNITY SUPPORT SERVICES

Mandate: Agreement between Her Majesty in Right of Alberta and Town of Pincher Creek to provide for the establishment, administration, and operation of a Family and Community Support Services Program in accordance with the Family and Community Support Services Act and Regulation. Requires one member.

Staff Lead: Family and Community Support Services Coordinator

Meetings: Third Monday monthly at 6:30 pm

Member(s): Don Anderberg

12. FINANCE AND BUDGET COMMITTEE

Mandate: Pursuant to the Municipal Government Act, Council must adopt an operating and capital budget for each calendar year. Requires all members of Council

Staff Lead: Chief Administrative Officer/Director of Finance and Human Resources

Meetings: As required in the fall and winter prior to the budget year

Member(s): All of Council

13. HEALTH PROFESSIONS ATTRACTION AND RETENTION COMMITTEE

Mandate: Responsible for making policy decisions and ensuring through the Executive Director that appropriate staff, structures and processes are in place to carry out the policy and day-to-day tasks of the [RhPAP].

Staff Lead: Chief Administrative Officer

Meetings:

Member(s): Scott Korbett

14. HIGHWAY #3 ASSOCIATION

Mandate: Members to this committee must be approved by the Association Board.
Requires one member and one alternate member.

Staff Lead: Chief Administrative Officer

Meetings: As required

Member(s): Don Anderberg

Alternate: Brian McGillivray

15. INTERMUNICIPAL COLLABORATION FRAMEWORK STEERING COMMITTEE

Mandate: Provide for integrated and strategic planning, delivery and funding of intermunicipal services; Allocate scarce resources efficiently in the providing of local services; Ensure municipalities contribute funding to services that benefit their residents.

Staff Lead: Chief Administrative Officer

Meetings:

Member(s): Don Anderberg and Brian McGillivray

Alternate: Scott Korbett

16. INTERMUNICIPAL DEVELOPMENT COMMITTEE

Mandate: As per Bylaw No. 1526, Intermunicipal Development Plan. Requires two members.

Staff Lead: Manager of Legislative Services

Meetings: As needed (generally daytime)

Member(s): Mark Barber and Lorne Jackson

17. LIBRARY BOARD and CHINOOK ARCH

Mandate: Pursuant to the Libraries Act of Alberta, the Pincher Creek & District Municipal Library will provide full and equal access to information, resources and ideas, and promote an atmosphere of life-long learning.
Requires one member.

Staff Lead: Head Librarian

Meetings: Library Board – Fourth Wednesday every other month at 7:00 pm
Chinook Arch – First Thursday of April, August and December 6:00 pm

Member(s): Mark Barber

18. MAYORS & REEVES OF SOUTHWEST ALBERTA

Mandate: Mayors & Reeves of Southwest Alberta. Requires the Mayor.
Staff Lead: Open
Meetings: First Friday monthly at 1:00 pm in Lethbridge (No meeting in July & August)
Member(s): Don Anderberg or available Councillors

19. MUNICIPAL DEVELOPMENT AND SUBDIVISION AUTHORITY (MDSA)

Mandate: Pursuant to the Municipal Government Act and MDSA Bylaw #1543, to review applications for discretionary developments. Requires three members.
Staff Lead: Manager of Legislative Services
Meetings: Third Tuesday monthly at 9:30 am
Member(s): Wayne Elliott, Brian McGillivray and Lorne Jackson

20. MUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD (MSDAB)

Mandate: Pursuant to the Municipal Government Act and Bylaw #1544. Requires one member.
Staff Lead: Manager of Legislative Services and Chief Administrative Officer
Meetings: As required
Member(s): Don Anderberg

21. OLDMAN RIVER REGIONAL SERVICES COMMISSION (ORRSC)

Mandate: Concerns matters of subdivision, planning, etc. Requires one member and one alternate member.
Staff Lead: CAO
Meetings: First day of March, June, September and December at 7:00 pm in Lethbridge
Member(s): Don Anderberg
Alternate: Brian McGillivray

22. OLDMAN WATERSHED COUNCIL

Mandate: A healthy, resilient watershed where people, wildlife and habitat thrive. Requires one member
Staff Lead: Director of Operations
Meetings: Quarterly
Member(s): Wayne Elliott

23. OPERATIONS COMMITTEE

Mandate: Study and provide advice regarding matters related to operational services. Requires three members.
Staff Lead: Director of Operations
Meetings: Quarterly
Member(s): Brian McGillivray, Lorne Jackson and Wayne Elliott

24. PINCHER CREEK FOUNDATION BOARD

Mandate: Manages the Housing Units in Pincher Creek. Requires two members.
Staff Lead: Pincher Creek Foundation CAO
Meetings: Third Wednesday monthly at 3:00 pm
Member(s): Lorne Jackson and Brian McGillivray

25. POLICE ADVISORY COMMITTEE

Mandate: Formalize the process for receiving input from the community and the partnership between the community, the RCMP and local government. Requires one member and one alternate member.
Staff Lead: FCSS Coordinator
Meetings: Third Wednesday every two months at 7:00 pm
Member(s): Mark Barber
Alternate: Wayne Elliott

26. POLICY REVIEW COMMITTEE

Mandate: Requires two members of Council.
Staff Lead: Legislative Services Manager
Meetings: As required
Member(s): Lorne Jackson and Brian McGillivray

27. RECREATION ADVISORY BOARD

Mandate: Reviews Recreation and Parks issues, makes recommendations and identifies issues. Requires one member.
Staff Lead: Director of Community Services
Meetings: Monthly as schedules allow (generally evening)
Member(s): Mark Barber

28. RECYCLE COMMITTEE

Mandate: Manages recycling with MD and Cowley. Requires one member.
Staff Lead: Director of Operations
Meetings: Annually or as required
Member(s): Scott Korbett

29. REGIONAL AIRPORT ADVISORY COMMITTEE

Mandate: To advise Council on airport opportunities and issues, policy and programs within the Southwestern Alberta Region with specific focus on the Pincher Creek Airport (CZPC). Requires two members.
Staff Lead:
Meetings: Quarterly
Members(s): Lorne Jackson and Brian McGillivray
Alternate:

30. REGIONAL EMERGENCY MANAGEMENT ORGANIZATION

Mandate: To act as an agent of the Council to carry out the Council's statutory powers and obligations as prescribed in the Emergency Management Bylaw. Requires two members and one alternate member.
Staff Lead: CAO
Meetings: Minimum twice annually
Member(s): Scott Korbett and Don Anderberg
Alternate: Lorne Jackson

31. REGIONAL LANDFILL – Town/MD/Cowley/Crowsnest Pass

Mandate: Pursuant to landfill Authority bylaws. Requires one member and one alternate member.
Staff Lead: Open
Meetings: Third Wednesday monthly at 9:00 am at the Landfill
Member(s): Brian McGillivray
Alternate: Mark Barber

Note**All members of Council shall serve as alternates on all committees and boards.



ALBERTA
COLLEGE AND ASSOCIATION
OF
CHIROPRACTORS

November 12, 2020

Dear Alberta municipal government leaders:

Re: Access for Albertans to chiropractic care in the event of a second COVID-19 related shutdown.

With the provincial rise of COVID-19 cases, there have been some calls for provincial and/or regional shutdowns of businesses, offices, clinics, and other services to control the pandemic spread.

We implore you to understand and respect what hundreds of Albertans have been telling us since the initial shutdowns – chiropractic care is an essential element of their health-care needs.

When the March COVID-19 restrictions led to health-care providers shuttering their clinics, many Albertans needlessly suffered. Injury rehabilitation was paused, acute pain worsened, and chronic pain returned. We heard from Albertans nearly daily about the negative impact the shutdowns had on them and their pain management.

The Alberta College and Association of Chiropractors (ACAC) exists to protect the public and advocate for chiropractic care. As part of that duty, we developed and implemented a robust [Pandemic Practice Directive](#) prior to the spring re-opening of clinics that included patient screening, environment cleaning and disinfection, hygiene, physical distancing, and PPE protocols.

We are pleased to report that in the subsequent months, Alberta's chiropractors have continued these practices and received commendations from both OHS and public health officials for our efforts to keep Albertans safe while providing needed chiropractic health-care services.

Failing to recognize chiropractic as an important health and wellness element in any closure order would result in many Albertans once again being left without their primary care provider, increased strain on other health-care providers, and further delays in treatment, negatively affecting overall health and wellness of patients.

If your council is examining options to restrict activity, up to and including another shutdown, we urge you to contact us before finalizing any decisions about determining policies around access to health-care services in your community. We would be pleased to walk you through our protocols and practices and provide any additional information you require. Please contact me at 780.420.0932 or via email at ssteger@albertachiro.com.

Thank you for your consideration on this matter.

Sincerely,

Sheila J. Steger

CEO, [Alberta College and Association of Chiropractors](#)

11203 70 Street, Edmonton, AB T5B 1T1

T: 780.420.0932 ext. 200

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