



TOWN OF PINCHER CREEK COUNCIL MEETING AGENDA

Monday, August 23, 2021 at 6:00 p.m.

Council Chambers, 962 St. John Avenue

[Virtual via Zoom](#)

1. **Call to Order**
2. **Scheduled Public Hearing**
3. **Agenda Approval**
4. **Scheduled Delegations**
 - 4.1 SASCI/Community Grant Writer – proposal provided in confidential package
5. **Adoption of Minutes**
 - 5.1 Minutes of the Regular Meeting of Council held on July 26, 2021
 - 5.2 Minutes of the Committee of the Whole meeting held on August 4, 2021
6. **Business Arising from the Minutes**
7. **Bylaws**
8. **New Business**
 - 8.1 Terms and Conditions of Sale 2020 Public Auction
 - 8.2 Public Auction Time and Date
 - 8.3 Elkford Wildcat Days 2021 Parade
 - 8.4 Canada's History and the Municipal Role in Reconciliation Workshop
 - 8.5 MCCAC Multi-Purpose Facility Funding
 - 8.6 Municipal Asset Management Program – Grant Agreement
 - 8.7 Mural Repairs
 - 8.8 2021 General Municipal Election
 - 8.9 Chinook Intermunicipal Subdivision and Development Appeal Board Appointment
 - 8.10 2021 Second Quarter RCMP Community Policing Report (No RFD)
9. **Reports**
 - 9.1 Upcoming Committee Meeting and Events
10. **Administration**
 - 10.1 Council Information Distribution List
11. **Closed Session Discussion**
 - 11.1 Property Tax Arrears Recovery – Reserve Bid – FOIP s. 16, 24 & 25
 - 11.2 Tax Arrears Payment Agreement Roll #8051200 – FOIP s. 16 & 24
 - 11.3 Land – Development Application for Plan 0614431, Block 1, Lot 4 – FOIP s. 16 & 24
 - 11.4 Pincher Creek Early Learning Centre Human Resources Committee – No RFD – FOIP S. 19
 - 11.5 Community Grant Funding Review – NO RFD – FOIP s. 16 & 24
12. **Notice of Motion**
13. **Adjournment**

The next Regular Council Meeting is scheduled for September 13, 2021 at 6:00 p.m.



REGULAR MEETING OF COUNCIL
Held on Monday July 26, 2021
Council Chambers, 962 St. John Avenue &
Virtually, commencing at 6:00 p.m.

IN ATTENDANCE:

Mayor: D. Anderberg
Councillors: B. McGillivray, L. Jackson, M. Barber and S. Korbett
Absent with Regrets: W. Elliott
Staff: L. Wilgosh, Chief Administrative Officer;
L. Rideout, Director of Community Services
and L. Goss, Administrative Manager

1. CALL TO ORDER

Mayor Anderberg called the meeting to order at 6:01 pm.

2. SCHEDULED PUBLIC HEARING

2.1 Land Use Bylaw Amendment 1547-AL

Present: Mayor Anderberg
Councillor Barber
Councillor Jackson
Councillor McGillivray
Councillor Korbett

Absent with Regrets: Councillor Elliott

Staff: L. Wilgosh, Chief Administrative Officer
L. Goss, Administrative Manager

1. CALL TO ORDER

The Mayor called the Public Hearing for Bylaw No. 1547-AL to order at 6:02 p.m.

2. ADOPTION OF AGENDA

JACKSON:

That Council for the Town of Pincher Creek approves the July 26, 2021 Public Hearing for Bylaw No. 1547-AL agenda as presented.

CARRIED PH21-3

3. PURPOSE OF PUBLIC HEARING

The purpose of the public hearing is to present Bylaw No. 1547-AL, to re-designate the lands legally described as Plan 0614431, Block 1, Lot 4 from Transitional/Urban Reserve – TUR to Transitional Commercial – C4.

4. CONFIRMATION OF NOTICE

The Chief Administrative Officer advised that the Notice of Public Hearing was advertised in the July 7 and 14, 2021 editions of the weekly newspaper the Pincher Creek Echo and Shootin' the Breeze.

5. REPORT FROM OLDMAN RIVER REGIONAL SERVICES COMMISSION SENIOR PLANNER

No referral comments were received from the Oldman River Regional Services Commission.

6. REPORT FROM THE TOWN'S MANAGEMENT STAFF

Referral comments were received from Operational Services read by the Chief Administrative Officer.

No referral comments were received from Fire/Emergency Services.

No referral comments were received from Bylaw Enforcement.

7. WRITTEN SUBMISSIONS

No written submission have been received as of 12:00 Noon, July 21, 2021.

8. PERSONS WISHING TO BE HEARD

There has been no persons indicating their wish to be heard as of 12:00 noon July 21, 2021.

The Mayor asked if there were any persons wishing to be heard. (First Time)

The Mayor asked if there were any persons wishing to be heard. (Second Time)

The Mayor asked if there were any persons wishing to be heard. (Third and Final Time)

9. CLOSURE OF PUBLIC HEARING

McGILLIVRAY:

That this Public Hearing on July 26, 2021 be hereby adjourned at 6:05 p.m.

CARRIED PH21-4

Councillor Korbett declared a pecuniary interest, acting as the real estate agent for the seller, with the next agenda item and left the meeting at 6:05 pm.

2.2 Land Use Bylaw Amendment 1547-AM

Present: Mayor Anderberg
Councillor Barber
Councillor Jackson
Councillor McGillivray
Councillor Korbett

Absent with Regrets: Councillor Elliott

Staff: L. Wilgosh, Chief Administrative Officer
L. Goss, Administrative Manager

1. CALL TO ORDER

The Mayor called the Public Hearing for Bylaw No. 1547-AM to order at 6:06 p.m.

2. ADOPTION OF AGENDA

JACKSON:

That Council for the Town of Pincher Creek approves the July 26, 2021 Public Hearing for Bylaw No. 1547-AM agenda as presented.

CARRIED PH21-5

3. PURPOSE OF PUBLIC HEARING

The purpose of the public hearing is to present Bylaw No. 1547-AM, to re-designate the lands legally described as Plan 8410214, Block 3, Lot 7 from General Industrial and Warehousing – I1 to Residential – R1.

4. CONFIRMATION OF NOTICE

The Chief Administrative Officer advised that the Notice of Public Hearing was advertised in the February 17 and 24, 2021 editions of the weekly newspaper the Pincher Creek Echo and Shootin' the Breeze.

5. REPORT FROM OLDMAN RIVER REGIONAL SERVICES COMMISSION SENIOR PLANNER

No referral comments were received from the Oldman River Regional Services Commission.

6. REPORT FROM THE TOWN'S MANAGEMENT STAFF

Referral comments were received from Operational Services read by the Chief Administrative Officer.

No referral comments were received from Fire/Emergency Services.

No referral comments were received from Bylaw Enforcement.

7. WRITTEN SUBMISSIONS

No written submission have been received as of 12:00 Noon, July 21, 2021.

A written submission was received on July 26th and read by the CAO.

8. PERSONS WISHING TO BE HEARD

There has been no persons indicating their wish to be heard as of 12:00 noon July 21, 2021.

The Mayor asked if there were any persons wishing to be heard. (First Time)

JACKSON:

That Council for the Town of Pincher Creek agree to hear the presentation of the following at the Public Hearing for Bylaw 1547-AM:

- Susan Johnson and William Haines of 3805 Weidle Crescent SW, Edmonton

CARRIED PH21-6

The Mayor asked if there were any persons wishing to be heard. (Second Time)

The Mayor asked if there were any persons wishing to be heard. (Third and Final Time)

9. CLOSURE OF PUBLIC HEARING

McGILLIVRAY:

That this Public Hearing on July 26, 2021 be hereby adjourned at 6:16 p.m.

CARRIED PH21-7

Councillor Korbett returned to the meeting at 6:17 pm

L. Rideout joined the meeting at 6:17 pm

3. AGENDA APPROVAL

KORBETT:

That Council for the Town of Pincher Creek approves the July 26, 2021 agenda as amended, the amendment being the addition of item 8.7 CP Holiday Train.

CARRIED 21-278

4. DELEGATIONS

5. ADOPTION OF MINUTES

5.1 Minutes of the Regular Meeting of Council held on June 28, 2021

JACKSON:

That Council for the Town of Pincher Creek approve the minutes of the Regular Meeting of Council held on June 28, 2021 as presented.

CARRIED 21-279

5.2 Minutes of the Special Meeting of Council held on June 29, 2021

BARBER:

That Council for the Town of Pincher Creek approve the minutes of the Special Meeting of Council held on June 29, 2021 as presented.

CARRIED 21-280

5.3 Minutes of the Special Meeting of Council held on July 7, 2021

JACKSON:

That Council for the Town of Pincher Creek approve the minutes of the Special Meeting of Council held on July 7, 2021 as presented.

CARRIED 21-281

5.4 Minutes of the Committee of the Whole meeting held on July 7, 2021

McGILLIVRAY:

That Council for the Town of Pincher Creek approve the minutes of the Committee of the Whole meeting held on July 7, 2021 as presented.

CARRIED 21-282

6. BUSINESS ARISING FROM THE MINUTES

6.1 Disposition of Delegation – Pincher Creek and District Community Food Centre – Teresa Hlady & Anne Gover

KORBETT:

That Council for the Town of Pincher Creek receive the information provided by the Pincher Creek and District Community Food Centre representatives, Teresa Hlady & Anne Gover at the June 28, 2021 regular meeting of Council as presented.

CARRIED 21-283

6.2 Notice of Motion – Coal Mining on the Eastern Slopes of the Rockies – June 28, 2021 – Councillor Brian McGillivray

McGILLIVRAY:

That Council for the Town of Pincher Creek direct administration to prepare and send a letter of support to the Mayor of High River regarding the future of the Coal Restriction Policy.

DEFEATED

6.3 Budget Consideration – Widening of Beverley McLachlin Drive

KORBETT:

That Council for the Town of Pincher Creek recommend that the safety concerns raised for Bev McLachlin Drive be monitored for the next six months to a year after the new signage is in place, to determine the effects on traffic.

CARRIED 21-284

6.4 Municipal Affairs – Municipal Accountability Program

JACKSON:

That Council for the Town of Pincher Creek receive the Municipal Affairs Municipal Accountability Program report as presented, and to receive the action plan from administration as provided.

CARRIED 21-285

7. BYLAWS

7.1 Land Use Bylaw Amendment 1547-AL

JACKSON:

That Council for the Town of Pincher Creek agree and give Bylaw No. 1547-AL amending the Land Use Bylaw No. 1547 second reading.

CARRIED 21-286

KORBETT:

That Council for the Town of Pincher Creek agree and give Bylaw No. 1547-AL amending the Land Use Bylaw No. 1547 third and final reading and that a copy be attached hereto forming part of the minutes.

CARRIED 21-287

Councillor Korbett declared a pecuniary interest, acting as the real estate agent for the seller, with the next agenda item and left the meeting at 7:06 pm.

7.2 Land Use Bylaw Amendment 1547-AM

McGILLIVRAY:

That Council for the Town of Pincher Creek agree and give Bylaw No. 1547-AM amending the Land Use Bylaw No. 1547 second reading.

CARRIED 21-288

JAKCKSON:

That Council for the Town of Pincher Creek agree and give Bylaw No. 1547-AM amending the Land Use Bylaw No. 1547 third and final reading and that a copy be attached hereto forming part of the minutes.

CARRIED 21-289

Councillor Korbett returned to the meeting at 7:12 pm

8. NEW BUSINESS

8.1 Support for National Suicide Prevention Hotline

McGILLIVRAY:

WHEREAS the Federal government has passed a motion to adopt 988, a National three-digit suicide and crisis hotline;

AND WHEREAS the ongoing COVID-19 pandemic has increased the demand for suicide preventions services by 200 per cent;

AND WHEREAS existing suicide prevention hotlines require the user to remember a 10-digit number and go through directories or be placed on hold;

AND WHEREAS in 2022 the United States will have in place a national 988 crisis hotline;

AND WHEREAS the Town of Pincher Creek recognizes that it is a significant and important initiative to ensure critical barriers are removed to those in a crisis and seeking help;

NOW THEREFORE BE IT RESOLVED THAT the Town of Pincher Creek endorses this 988 crisis line initiative;

AND FURTHER directs administration to send a letter indicating such support to the local MP, MLA, Federal Minister of Health, the CRTC and local area municipalities to indicate support.

CARRIED 21-290

8.2 2021 AUMA Convention - Meeting with Minister of Municipal Affairs

McGILLIVRAY:

That Council for the Town of Pincher Creek table the 2021 AUMA Convention - Meeting with Minister of Municipal Affairs until the August Committee of the Whole meeting for further consideration.

CARRIED 21-291

8.3 Heritage Preservation Partnership Program - Lebel Mansion

KORBETT:

That Council for the Town of Pincher Creek approve and sign the Grant Funding Agreement under the Heritage Preservation Partnership Program for the structural assessment and repair plan for the front porch and stairs of the Lebel Mansion.

CARRIED 21-292

8.4 Cardston Heritage Days Parade 2021

KORBETT:

That Council for the Town of Pincher Creek respectfully decline the invitation from the Town of Cardston to participate in their Heritage Days Parade and Mayor's Luncheon on Saturday August 7, 2021.

CARRIED 21-293

8.5 Picture Butte Jamboree Days Parade 2021

McGILLIVRAY:

That Council for the Town of Pincher Creek respectfully decline the invitation to participate in the Picture Butte Jamboree Days Parade on August 21, 2021 as it conflicts with local events.

CARRIED 21-294

8.6 Spock Days Parade 2021

BARBER:

That Council for the Town of Pincher Creek agree to participate in the Town of Vulcan Spock Days Parade on Saturday August 14, 2021 and that a member of Council be authorized to attend.

CARRIED 21-295

8.7 CP Holiday Train

McGILLIVRAY:

That Council for the Town of Pincher Creek direct administration to request that the CP Holiday Train make a stop at Pincher Station.

CARRIED 21-296

9. REPORTS

9.1 Upcoming Committee Meetings and Events

Lieutenant Governor of Alberta
Emergency Services Commission
Regional Emergency Management Organization
Landfill Association

10. ADMINISTRATION

10.1 Council Information Distribution List

BARBER:

That Council for the Town of Pincher Creek accept the July 26, 2021 Council Information Distribution List as information.

CARRIED 21-297

10.2 Legislative Services 1st and 2nd Quarter Report

JACKSON:

That Council for the Town of Pincher Creek accept the First Quarter Financial Report as information with thanks.

CARRIED 21-298

10.3 Finance – Revised 1st Quarter Report

McGILLIVRAY:

That Council for the Town of Pincher Creek accept the Finance – Revised 1st Quarter Report as information.

CARRIED 21-299

10.4 Operations Department – Major Project Update

KORBETT:

That Council for the Town of Pincher Creek accept the Operations Department – Major Project Update as information.

CARRIED 21-300

Mayor Anderberg called a recess at 7:37 pm

L. Rideout left the meeting at 7:37 pm

Mayor Anderberg called the meeting back to order at 7:45

11. CLOSED MEETING DISCUSSION

KORBETT:

That Council for the Town of Pincher Creek agree to move to a closed session of Council on Monday, July 26, 2021 at 7:45 pm in accordance with section 16, 17, 19 & 24 of the Freedom of Information and Protection of Privacy Act, with the Chief Administrative Officer and Administrative Manager in attendance.

CARRIED 21-301

JACKSON:

That Council for the Town of Pincher Creek agree to move out of a closed session of Council on Monday, July 26, 2021 at 7:55 pm.

CARRIED 21-302

11.1 Assessment Services Contract – FOIP s. 16. 19 & 24

KORBETT:

That Council for the Town of Pincher Creek agree to renew the Assessment Services Contract with KCL Consulting Inc. for an additional 5 years as per section 5.3 of the existing contract.

CARRIED 21-303

11.3 Consideration to Obtain Land – FOIP s. 17

JACKSON:

That Council for the Town of Pincher Creek direct administration to negotiate a land transfer with the property owner of Plan 2773JK, Block 2, Lot 2.

CARRIED 21-304

Mayor Anderberg declared a pecuniary interest, family owns adjacent property, with the next agenda item and left the meeting at 7:57 pm.

BARBER:

That Council for the Town of Pincher Creek agree to move to a closed session of Council on Monday, July 26, 2021 at 8:03 pm in accordance with section 16 & 24 of the Freedom of Information and Protection of Privacy Act, with the Chief Administrative Officer and Administrative Manager in attendance.

CARRIED 21-305

JACKSON:

That Council for the Town of Pincher Creek agree to move out of a closed session of Council on Monday, July 26, 2021 at 8:12 pm.

CARRIED 21-306

11.2 Development Agreement for Title 181 079 568, 211 072 056+1 and 211 072 056 – FOIP s. 16 & 24

BARBER:

That Council for the Town of Pincher Creek approve and authorize the Development Agreement between the Town of Pincher Creek and Superform Products Ltd for parcels title numbers 181 079 568, 211 072 056+1 and 211 072 056 respectively the development area.

CARRIED 21-307

12. NOTICE OF MOTION

13. ADJOURNMENT

JACKSON:

That this meeting of Council on July 26, 2021 be hereby adjourned at 8:19 pm.

CARRIED 21-308

MAYOR, D. Anderberg

CAO, L. Wilgosh

**APPROVED BY RESOLUTION
OF THE COUNCIL OF THE
TOWN OF PINCHER CREEK,
THIS 23rd DAY OF AUGUST 2021 S E A L
NEXT REGULAR MEETING OF COUNCIL TO BE HELD ON MONDAY AUGUST 23, 2021
AT 6:00 P.M.**



Town of Pincher Creek
COMMITTEE OF THE WHOLE MINUTES
August 4, 2021 – 9:00 AM
962 St. John Avenue, Council Chambers
Virtually via Zoom

ATTENDANCE:

- Mayor: D. Anderberg
- Councillors: B. McGillivray, M. Barber, L. Jackson, W. Elliott and S. Korbett
- Staff: L. Wilgosh, Chief Administrative Officer; W. Catonio, Director of Finance and Human Resources; L. Rideout, Director of Community Services; G. Kollee, Manager of Legislative Services; M. Everts, Events, Marketing & Economic Development Officer; D. Green, Family and Community Support Services Coordinator; D. Desabrais, Municipal Energy Project Lead and L. Goss, Administrative Manager.

1. Call to Order

Mayor Anderberg called the meeting to order at 9:00 am.

2. Agenda Approval

JACKSON:

That the Committee of the Whole for the Town of Pincher Creek approves the August 4, 2021 agenda as amended, the amendment being the addition of item 8.5 Recreation Energy Conservation Program and 9.3 Budget for CUPE Contract.

CARRIED COTW 2021-106

3. Scheduled Delegations

4. Committee Reports

Councillor Korbett and Councillor McGillivray provided written reports, a copy of which is attached hereto forming part of the minutes.

JACKSON	July 6	Special Municipal Development and Subdivision Authority
	July 7	Committee of the Whole
	July 20	Municipal Development and Subdivision Authority
	July 21	Pincher Creek Foundation
	July 21	Alberta Seniors and Housing
	July 22	Minister Pon – Tour of Crestview Lodge
	July 22	Pincher Creek Foundation
	July 26	Regular Council
	July 27	Regional Emergency Management Organization
	July 29	Pincher Creek Foundation
	July 29	Emergency Services Commission

BARBER	July 7	Alberta SouthWest
	July 12	Golf Course
	July 21	Minister Kaycee Madu- Alberta Police Force
	July 26	Regular Council
	July 27	Library Board
	July 28	Community Futures

Mayors Report

ANDERBERG	July 7	Special Council
	July 7	Committee of the Whole
	July 8	Oldman River Regional Services Commission
	July 26	Regular Council
	July 28	Lieutenant Governor of Alberta

KORBETT:

That Committee of the Whole for the Town of Pincher Creek receives the August 4, 2021 Committee Reports as information.

CARRIED COTW 2021-107

5. Administration

5.1 Upcoming Meetings

Community Hall Board
Alberta SouthWest
Update on Alberta Broadband Strategy
Chinook Arch Library

5.2 Operations Second Quarter Report

BARBER:

That Committee of the Whole for the Town of Pincher Creek receives the Operations Second Quarter Report as presented with thanks.

CARRIED COTW 2021-108

6. Business Arising from the Minutes

6.1 Traffic Safety Issues

M. Everts joined the meeting at 9:23 am.

G. Kollee joined the meeting at 9:26 am.

6.2 Pincher Creek Emergency Services Funding Formula

JACKSON:

That Committee of the Whole for the Town of Pincher Creek agree to continue the postponement of the Pincher Creek Emergency Services funding Formula mediation until after the Municipal Election.

CARRIED COTW 2021-109

6.3 2021 AUMA Convention – Meeting with Minister of Municipal Affairs

KORBETT:

That Committee of the Whole for the Town of Pincher Creek direct administration to request a meeting with the Minister of Municipal Affairs at the 2021 AUMA Fall Convention, scheduled for November 17-19, 2021 with the following topics for discussion;

- Council Code of Conduct Bylaw Requirements
- Municipal Financing

CARRIED COTW 2021-110

7. Policy

8. New Business

8.1 Bill C21 – Changes to the Criminal Code and the Firearms Act

KORBETT:

That Committee of the Whole for the Town of Pincher Creek direct administration to garner further information regarding Bill C-21 - Changes to the Criminal Code and the Firearms Act and schedule a meeting with the local Member of Parliament.

CARRIED COTW 2021-111

Mayor Anderberg called a recess at 10:03 am.

D. Desabrais joined the meeting at 10:03 am.

Mayor Anderberg called the meeting back to order at 10:11 am.

Councillor Elliott joined the meeting virtually at 10:13 am.

8.2 Strategic Plan Review – List of Accomplished Items

JACKSON:

That Committee of the Whole for the Town of Pincher Creek receive the Strategic Plan Review information as presented.

CARRIED COTW 2021-112

8.3 Early Learning Centre – Marketing/Signage

KORBETT:

That Committee of the Whole for the Town of Pincher Creek receive the Early Learning Centre – Marketing/Signage information as presented.

CARRIED COTW 2021-113

8.4 Claresholm Parade

KORBETT:

That Committee of the Whole for the Town of Pincher Creek respectfully decline the invitation to participate in the Town of Claresholm Fair Days celebration and Parade on Saturday August 14, 2021 due to availability.

CARRIED COTW 2021-114

8.5 Recreation Energy Conservation Program

KORBETT:

That Committee of the Whole for the Town of Pincher Creek receive the Recreation Energy Conservation Program information as presented.

CARRIED COTW 2021-115

M. Everts left the meeting at 11:35 am.

Mayor Anderberg called a recess at 11:36 am.

Councillor Elliott, D. Green and D. Desabrais left the meeting at 11:45 am.

Mayor Anderberg called the meeting back to order at 11:45 am.

9. Closed Session

JACKSON:

That Committee of the Whole for the Town of Pincher Creek agree to move to a closed session of the Committee on Wednesday August 4, 2021 at 11:45 am in accordance with sections 19 and 24 of the Freedom of Information and Protection of Privacy Act, with the Chief Administrative Officer, Director of Finance and Human Resources, Director of Community Services, Legislative Services Manager and Administrative Manager in attendance.

CARRIED COTW 2021-116

BARBER:

That Committee of the Whole for the Town of Pincher Creek agree to move out of a closed session of the Committee on Wednesday, August 4, 2021 at 12:51 pm.

CARRIED COTW 2021-117

9.1 Bylaw Enforcement – Community Peace Officer Services – FOIP s. 19 & 24

JACKSON:

That Committee of the Whole for the Town of Pincher Creek receives the Bylaw Enforcement Department update report August 4, 2021 as submitted and support administration to proceed with filling the vacant Bylaw/Community Peace Officer Position.

CARRIED COTW 2021-118

9.2 Stop Order Update – FOIP s. 24

KORBETT:

That Committee of the Whole for the Town of Pincher Creek receive the Stop Order Update information as presented.

CARRIED COTW 2021-119

9.3 Budget for CUPE Contract

BARBER:

That Committee of the Whole for the Town of Pincher Creek receive the Budget for CUPE Contract information as presented.

CARRIED COTW 2021-120

10. Adjournment

KORBETT:

That this session of Committee of the Whole be adjourned at 12:52 pm.

CARRIED COTW 2021-121

**APPROVED BY RESOLUTION OF
COUNCIL FOR THE TOWN OF PINCHER CREEK
THIS 23rd DAY OF AUGUST 2021**

Mayor, D. Anderberg

CAO, L. Wilgosh

Committee Reports Councillor Korbett July 2021

- July 1 Watched the Fireworks – appreciate the moment of silence in recognition of our indigenous friends
- July 7 Committee of the whole meeting
- July 7 Alberta Southwest Executive meeting
- July 9 PCCELC Human Resources Committee Meeting
- July 14 Coffee with Councillor Wes Crowshoe
- July 15 PCCELC Human Resources Committee Meeting
- July 21 Attended Dinner with RhPAP group – they had their AGM here
- July 22 PCCELC Marketing Committee Meeting
- July 26 Regular Council Meeting
- July 27 Regional Emergency Management Meeting
- July 29 PCEMS Regular Meeting
- July 30 Attended opening event of Crowsnest Pass Heritage Days
My daughter was performing – met Roger Reid and John Barlow there

Councillor Monthly Report

Councillor Brian McGillivray

July 2021

July 6, 2021	Special MDSA Meeting
July 6, 2021	John Barlow Out Reach Committee Meeting
July 7, 2021	Special Council Meeting
July 7, 2021	CotW Meeting
July 9, 2021	PCCELS HR Committee Meeting
July 12, 2021	AAPG Conference Sub-committee
July 15, 2021	PCCELS HR Committee Meeting
July 19, 2021	AAPG Board Meeting
July 20, 2021	MDSA Meeting
July 20, 2021	John Barlow Out Reach Committee Meeting
July 26, 2021	PCCELS HR Committee Meeting
July 26, 2021	Town Council Meeting
July 27, 2021	John Barlow Out Reach Committee Meeting
July 28, 2021	CNPC Landfill Board Meeting
July 29, 2021	AAPG Legal Course
July 30, 2021	Pincher Creek Foundation Administrative Work

TOWN OF PINCHER CREEK

REQUEST FOR DECISION

Council

SUBJECT: Terms and Conditions of Sale 2021 Public Auction	
PRESENTED BY: Gus Kollee, Legislative Service Manager	DATE OF MEETING: 8/23/2021

PURPOSE:

To garner Town Council approval of the 2021 Public Auction - Terms and Conditions for the parcels of lands that may be offered for sale to recover the tax arrears.

RECOMMENDATION:

That Council for the Town of Pincher Creek approve the Terms and Conditions of Sale for the 2021 Public Auction and that a copy be attached hereto and form part of the minutes.

BACKGROUND/HISTORY:

As set out the Municipal Government Act s.411 and s.418 the municipality may attempt to recover tax arrears in respect of a parcel of land and start an action to sell the parcel at a public auction.

Currently there are three (3) parcel that may have to go forward to public auction and thus require terms and conditions of sale accordingly.

In addition, the Municipal Government Act s.419 provides that council must establish a reserve bid that is as close as reasonable to the market value of each parcel. TAXervice has recommended to schedule the public auction for sometime before December 2021.

ALTERNATIVES:

- That Council for the Town of Pincher Creek receive the Terms and Conditions of Sale 2021 Public Auction as information.
- That Council for the Town of Pincher Creek direct administration to bring back the Terms and Conditions of Sale 2021 Public Auction to the next regular Council meeting.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

The Terms and Conditions provides that a parcel of land offered for sale may be redeemed by payment of all arrears, penalties and costs by guaranteed funds at any time until the property is declared sold.

FINANCIAL IMPLICATIONS:

The tax arrears recovery is revenue neutral as all associated cost is at the taxpayers expense.

PUBLIC RELATIONS IMPLICATIONS:

None at this time.

ATTACHMENTS:

MGA s.411, s.418 and s.419 - 2702
Terms and Conditions of Sale 2021 - 2702

CONCLUSION/SUMMARY:

Administration supports that Town Council approve the Terms and Conditions of Sale for the 2021 Public Auction.

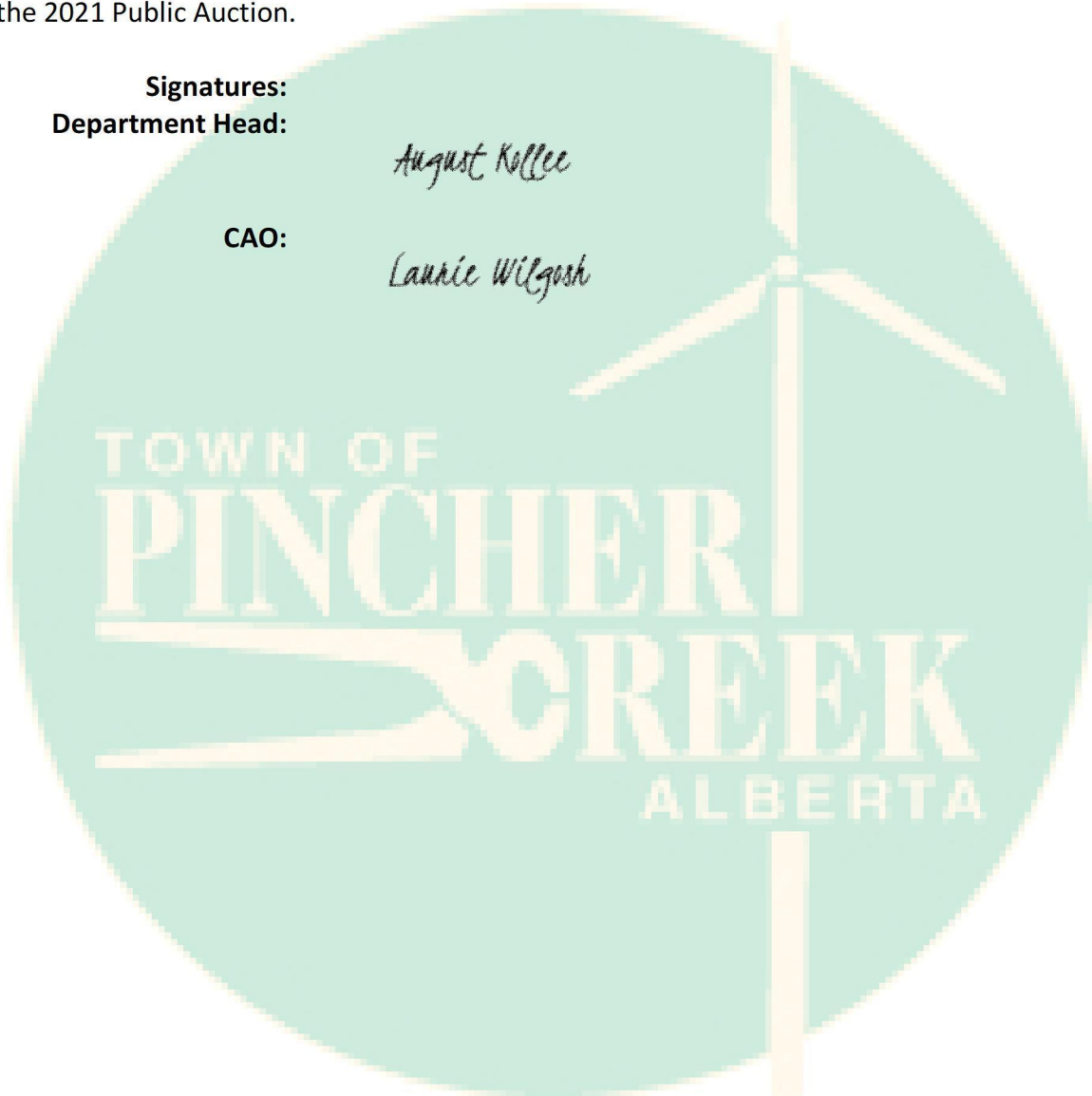
Signatures:

Department Head:

August Kollee

CAO:

Laurie Wilgosh



- (c) respecting any other matter necessary or advisable to carry out the intent and purpose of this Division.
- (2) A regulation under subsection (1) may be specific to a municipality or general in its application.

2005 c14 s15

Division 8 Recovery of Taxes Related to Land

Definitions

410 In this Division,

- (a) “encumbrance” means an encumbrance as defined in the *Land Titles Act*;
- (b) “encumbrancee” means the owner of an encumbrance;
- (b.1) “parcel of land” means a parcel of land and the improvements on it;
- (c) “Registrar” means the Registrar, as defined in the *Land Titles Act*, of the appropriate Land Titles Office;
- (c.1) “remedial costs” means all expenses incurred by the Government of Alberta to perform work under an environmental protection order or an enforcement order issued under the *Environmental Protection and Enhancement Act*;
- (d) “reserve bid” means the minimum price at which a municipality is willing to sell a parcel of land at a public auction;
- (e) “tax” means a property tax, a community revitalization levy, a special tax, a local improvement tax or a community aggregate payment levy;
- (f) “tax recovery notification” means a notice, in writing, that part or all of the taxes imposed in respect of a parcel of land by a municipality are in arrears.

RSA 2000 cM-26 s410;2005 c14 s16

Methods of recovering taxes in arrears

411(1) A municipality may attempt to recover tax arrears in respect of a parcel of land

- (a) in accordance with this Division, and
- (b) subject to subsection (2), in accordance with any other Act or common law right.

- (2) A municipality may start an action under subsection (1)(b) at any time before
- (a) the parcel is sold at a public auction under section 418, or
 - (b) the parcel is disposed of in accordance with section 425,
- whichever occurs first.

1994 cM-26.1 s411

Tax arrears list

412(1) A municipality must annually, not later than March 31,

- (a) prepare a tax arrears list showing the parcels of land in the municipality in respect of which there are tax arrears for more than one year,
- (b) send 2 copies of the tax arrears list to the Registrar,
- (b.1) send a copy of the tax arrears list to the Minister responsible for the *Unclaimed Personal Property and Vested Property Act*, and
- (c) post a copy of the tax arrears list in a place that is accessible to the public during regular business hours.

(2) A tax arrears list must not include a parcel of land in respect of which there is in existence a tax recovery notification from previous years, unless that notification has been removed from the certificate of title for that parcel.

(3) The municipality must notify the persons who are liable to pay the tax arrears that a tax arrears list has been prepared and sent to the Registrar.

RSA 2000 cM-26 s412;2007 cU-1.5 s73

Tax recovery notification

413(1) The Registrar must endorse on the certificate of title for each parcel of land shown on the tax arrears list a tax recovery notification.

(2) The Registrar must certify, on a copy of the tax arrears list, that tax recovery notifications have been endorsed in accordance with subsection (1) and return the certified copy of the tax arrears list to the municipality with a statement of the costs payable to the Land Titles Office by the municipality.

(3) The municipality is responsible for the payment of the costs referred to in subsection (2) but may add the costs to the taxes owing in respect of the parcels of land shown on the tax arrears list.

advising the person of the municipality's intention to proceed under subsection (2.1).

(2.3) Where a parcel of land described in section 304(1)(c) is held under a lease, licence or permit from the Crown in right of Alberta,

- (a) the Crown must, on a quarterly basis, notify the municipality in which the parcel is located of any changes in the status of the lease, licence or permit, as the case may be, and
- (b) the municipality must send to the Crown that portion of the tax arrears list showing the parcels of land described in section 304(1)(c) that are held by the Crown.

(3) This section does not prevent the municipality from exercising any other right it has to collect the tax arrears.

RSA 2000 cM-26 s416;2015 c8 s52

Warning of sale

417(1) Not later than the August 1 following receipt of a copy of the tax arrears list, the Registrar must, in respect of each parcel of land shown on the tax arrears list, send a notice to

- (a) the owner of the parcel of land,
- (b) any person who has an interest in the parcel that is evidenced by a caveat registered by the Registrar, and
- (c) each encumbrancee shown on the certificate of title for the parcel.

(2) The notice must state

- (a) that if the tax arrears in respect of the parcel of land are not paid before March 31 in the next year, the municipality will offer the parcel for sale at a public auction, and
- (b) that the municipality may become the owner of the parcel after the public auction if the parcel is not sold at the public auction.

(3) The notice must be sent to the address shown on the records of the Land Titles Office for each person referred to in subsection (1).

1994 cM-26.1 s417;1995 c24 s61

Offer of parcel for sale

418(1) Each municipality must offer for sale at a public auction any parcel of land shown on its tax arrears list if the tax arrears are not paid.

(2) Unless subsection (4) applies, the public auction must be held in the period beginning on the date referred to in section 417(2)(a) and ending on March 31 of the year immediately following that date.

(3) Subsection (1) does not apply to a parcel in respect of which the municipality has started an action under section 411(2) to recover the tax arrears before the date of the public auction.

(4) The municipality may enter into an agreement with the owner of a parcel of land shown on its tax arrears list providing for the payment of the tax arrears over a period not exceeding 3 years, and in that event the parcel need not be offered for sale under subsection (1) until

- (a) the agreement has expired, or
- (b) the owner of the parcel breaches the agreement,

whichever occurs first.

1994 cM-26.1 s418;1995 c24 s62;1996 c30 s35

Reserve bid and conditions of sale

419 The council must set

- (a) for each parcel of land to be offered for sale at a public auction, a reserve bid that is as close as reasonably possible to the market value of the parcel, and
- (b) any conditions that apply to the sale.

1994 cM-26.1 s419

Right to possession

420(1) From the date on which a parcel of land is offered for sale at a public auction, the municipality is entitled to possession of the parcel.

(2) For the purposes of obtaining possession of a parcel of land, a designated officer may enter the parcel and take possession of it for and in the name of the municipality and, if in so doing resistance is encountered, the municipality may apply to the Court of Queen's Bench for an order for the possession of the parcel.

RSA 2000 cM-26 s420;2009 c53 s119

Advertisement of public auction

421(1) The municipality must advertise the public auction

- (a) in one issue of The Alberta Gazette, not less than 40 days and not more than 90 days before the date on which the public auction is to be held, and

2021 - Public Auction – Terms and Conditions

1. A parcel of land offered for sale may be redeemed by payment of all arrears, penalties and costs by guaranteed funds at any time until the property is declared sold.
2. Each parcel of land offered for sale will be subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title.
3. The lands are being offered for sale on an “as is, where is” basis, and the municipality makes no representation and gives no warranty whatsoever as to the state of the parcel nor its suitability for any intended use by the successful bidder.
4. The auctioneer, councillors, the chief administrative officer and the designated officers and employees of the municipality must not bid or buy any parcel of land offered for sale, unless directed by the municipality to do so on behalf of the municipality.
5. The purchaser of the property will be responsible for property taxes for the current year.
6. The purchaser will be required to execute a sale agreement in form and substance provided by the municipality.
7. The successful purchaser must, at the time of sale, make payment in cash, certified cheque or bank draft payable to the municipality as follows:
 - a. The full purchase price if it is \$10,000 or less; OR
 - b. If the purchase price is greater than \$10,000, the purchaser must provide a non-refundable deposit in the amount of \$10,000 and the balance of the purchase price must be paid within 20 days of the sale.
8. GST will be collected on all properties subject to GST.
9. The risk of the property lies with the purchaser immediately following the auction.
10. The purchaser is responsible for obtaining vacant possession.
11. The purchaser will be responsible for registration of the transfer including registration fees.
12. If no offer is received on a property or if the reserve bid is not met, the property cannot be sold at the public auction.
13. The municipality may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.
14. Once the property is declared sold at public auction, the previous owner has no further right to pay the tax arrears.

TOWN OF PINCHER CREEK

REQUEST FOR DECISION

Council

SUBJECT: Public Auction Time and Date	
PRESENTED BY: Gus Kollee, Legislative Service Manager	DATE OF MEETING: 8/23/2021

PURPOSE:

To garner Town Council approval to schedule the public auction date, time and place for the parcels of lands that may be offered for sale to recover the tax arrears.

RECOMMENDATION:

That Council for the Town of Pincher Creek approve the tax arrears recovery Public Auction date as follows:

Date: November 15, 2021

Time: 10:00 a.m.

Place: 962 St. John Avenue Town Hall in Council Chamber Pincher Creek, Alberta T0K 1W0

BACKGROUND/HISTORY:

As set out the Municipal Government Act s.411 and s.418 the municipality may attempt to recover tax arrears in respect of a parcel of land and start an action to sell the parcel at a public auction.

Currently there are three (3) parcels that may have to go forward to a public auction and thus require a scheduled date, time and place approved by Town Council accordingly.

TAXservice has recommended to schedule the public auction sometime before December 2021.

ALTERNATIVES:

- That Council for the Town of Pincher Creek receive the request to schedule a tax arrears recovery public auction date as information.

- That Council for the Town of Pincher Creek direct administration to bring back the request to schedule the tax arrears recovery public auction to the next regular Council meeting.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

The date, time and place to hold a public auction must be approved by Town Council.

FINANCIAL IMPLICATIONS:

The tax arrears recovery is revenue neutral as all associated cost is at the taxpayers expense.

PUBLIC RELATIONS IMPLICATIONS:

None at this time.

ATTACHMENTS:

MGA s.411, s.418 and s.419 - 2703

CONCLUSION/SUMMARY:

Administration supports that Town Council approve the date, time and place for the tax arrears recovery public auction.

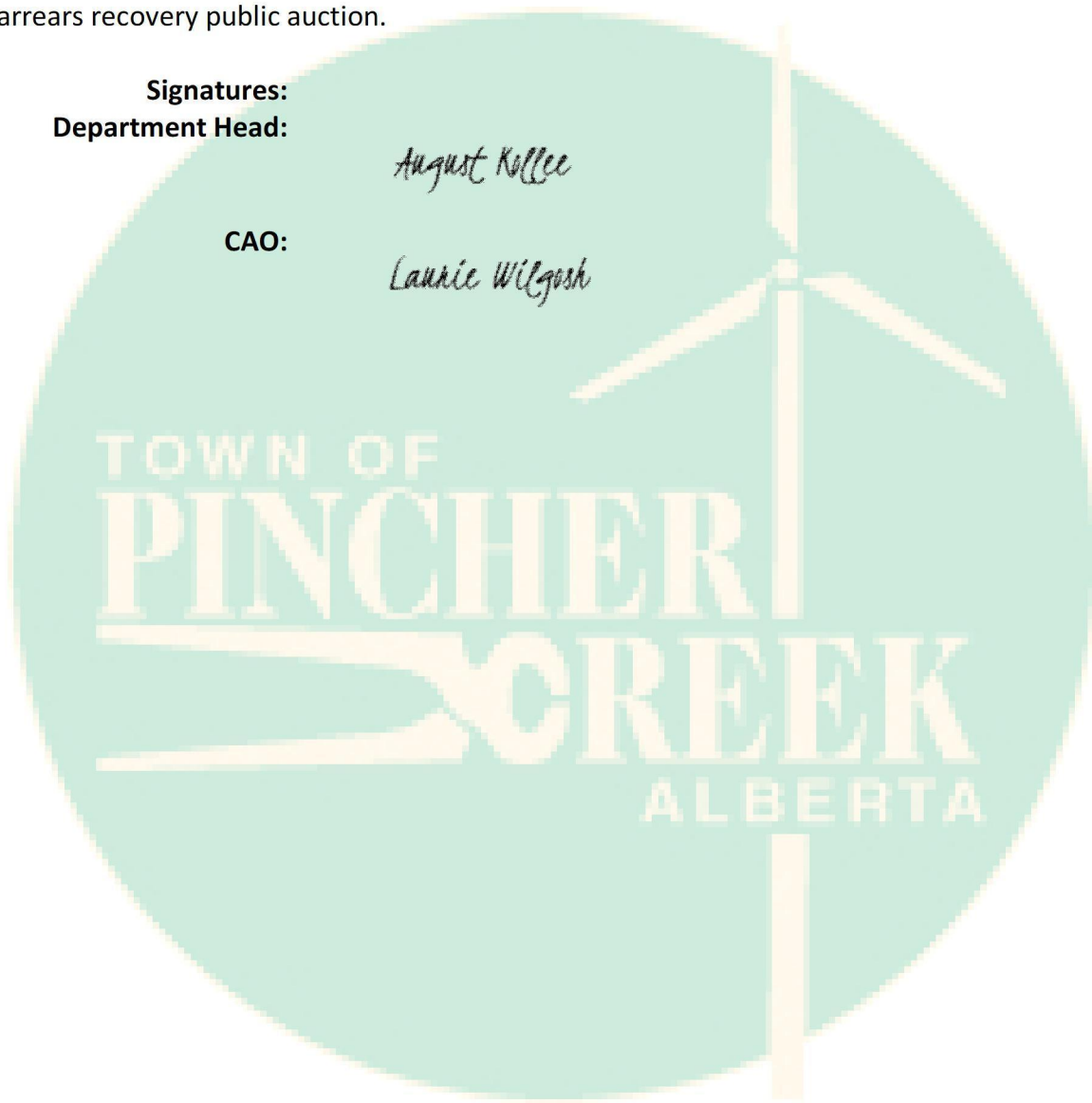
Signatures:

Department Head:

August Kellee

CAO:

Laurie Wilgosh



- (c) respecting any other matter necessary or advisable to carry out the intent and purpose of this Division.
- (2) A regulation under subsection (1) may be specific to a municipality or general in its application.

2005 c14 s15

Division 8 Recovery of Taxes Related to Land

Definitions

410 In this Division,

- (a) “encumbrance” means an encumbrance as defined in the *Land Titles Act*;
- (b) “encumbrancee” means the owner of an encumbrance;
- (b.1) “parcel of land” means a parcel of land and the improvements on it;
- (c) “Registrar” means the Registrar, as defined in the *Land Titles Act*, of the appropriate Land Titles Office;
- (c.1) “remedial costs” means all expenses incurred by the Government of Alberta to perform work under an environmental protection order or an enforcement order issued under the *Environmental Protection and Enhancement Act*;
- (d) “reserve bid” means the minimum price at which a municipality is willing to sell a parcel of land at a public auction;
- (e) “tax” means a property tax, a community revitalization levy, a special tax, a local improvement tax or a community aggregate payment levy;
- (f) “tax recovery notification” means a notice, in writing, that part or all of the taxes imposed in respect of a parcel of land by a municipality are in arrears.

RSA 2000 cM-26 s410;2005 c14 s16

Methods of recovering taxes in arrears

411(1) A municipality may attempt to recover tax arrears in respect of a parcel of land

- (a) in accordance with this Division, and
- (b) subject to subsection (2), in accordance with any other Act or common law right.

- (2) A municipality may start an action under subsection (1)(b) at any time before
- (a) the parcel is sold at a public auction under section 418, or
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(2) For the purposes of obtaining possession of a parcel of land, a designated officer may enter the parcel and take possession of it for and in the name of the municipality and, if in so doing resistance is encountered, the municipality may apply to the Court of Queen's Bench for an order for the possession of the parcel.

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TOWN OF PINCHER CREEK

REQUEST FOR DECISION

Council

SUBJECT: Elkford Wildcat Days 2021 Parade	
PRESENTED BY: Lisa Goss, Administrative Manager	DATE OF MEETING: 8/23/2021

PURPOSE:

For Council to consider an invitation from the District of Elkford to participate in their Wildcat Days celebration on September 25, 2021

RECOMMENDATION:

That Council for the Town of Pincher Creek agree to participate in the District of Elkford Wildcat Days celebration and Parade on Saturday September 25, 2021 and that a member of Council be authorized to attend.

BACKGROUND/HISTORY:

The Elkford Wildcat Days Parade will be held on Saturday September 25, 2021.

ALTERNATIVES:

That Council for the Town of Pincher Creek respectfully decline the invitation from the District of Elkford to participate in their Wildcat Days Parade on Saturday September 25, 2021.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

A member of Council has attended this event in the past.

FINANCIAL IMPLICATIONS:

Travel expenses for Council members to attend various surrounding community events such as this are considered in the current budget.

PUBLIC RELATIONS IMPLICATIONS:

Participation in neighboring annual parades shows support and creates awareness.

ATTACHMENTS:

Letter - Dignitary Parade Invite - 2705

CONCLUSION/SUMMARY:

Administration supports that Council for the Town of Pincher Creek agree to participate in the District of Elkford Wildcat Days celebration and Parade on Saturday September 25, 2021 and that a member of Council be authorized to attend.

Signatures:

Department Head:

Lisa Goss

CAO:

Laurie Wilgosh





Wild at heart.

District of Elkford

744 Fording Drive PO Box 340 Elkford, B.C. V0B 1H0

P. 250.865.4000 · F. 250.865.4001 · info@elkford.ca · www.elkford.ca

July 28, 2021

Dear Sir/Madame,

Re: Elkford Wildcat Days 2021 Parade

The District of Elkford invites you to join us for Elkford's annual Wildcat Days Parade on Saturday, September 25, 2021. The parade is one of the most popular events during Wildcat Days and each year, we strive to make the parade bigger and better. Especially THIS year on the Anniversary of Elkford's 50th Birthday! Your participation will help us in achieving this goal.

The parade marshalling area will be at the Elkford Community Conference Centre. Marshalling will begin at 9:30 am with judging to take place at 10:15 am. The parade will commence at 11:00 am. The parade route is attached for your information.

To register, please complete the enclosed parade entry form and return it to me by mail, fax or email no later than Wednesday, September 1, 2021. If you require any further information or have any questions, please do not hesitate to contact me.

You are also invited to join Mayor McKerracher and Councillors for a luncheon following the parade. The luncheon will take place in the Council Chambers in the Municipal Office residing at 744 Fording Drive. Like many of the weekend's activities, the parade is much anticipated by our community. I hope you will join us.

Kind Regards,

Michelle Krenbrink
Leisure Services Clerk II
District of Elkford
Phone: 250.865.4010
Fax: 250.865.4011
Email: recreation@elkford.ca

TOWN OF PINCHER CREEK

REQUEST FOR DECISION

Council

SUBJECT: Canada's History and the Municipal Role in Reconciliation Workshop	
PRESENTED BY: Lisa Goss, Administrative Manager	DATE OF MEETING: 8/23/2021

PURPOSE:

To garner post approval for Councillor McGillivray to participate in a workshop hosted by the Rural Municipalities of Alberta, Canada's History and the Municipal Role in Reconciliation Workshop.

RECOMMENDATION:

That Council for the Town of Pincher Creek authorize the attendance of Councillor McGillivray at the Canada's History and the Municipal Role in Reconciliation Workshop hosted by the Rural Municipalities of Alberta at a cost of \$25.

BACKGROUND/HISTORY:

Rural Municipalities of Alberta and Alberta Urban Municipalities Association are cohosting workshops to provide municipal officials with a greater understanding on how to support reconciliation in their communities.

ALTERNATIVES:

That Council for the Town of Pincher Creek receives the Canada's History and the Municipal Role in Reconciliation Workshop information as presented.

That Council for the Town of Pincher Creek authorize the attendance of Councillor _____ at the Canada's History and the Municipal Role in Reconciliation Workshop hosted by the Rural Municipalities of Alberta at a cost of \$25.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

None at this time.

FINANCIAL IMPLICATIONS:

The 2021 budget includes funds for Councillor training and travel. The fee to attend is \$25.

PUBLIC RELATIONS IMPLICATIONS:

Attendance at events such as this provide current education and networking opportunities for Councillors.

ATTACHMENTS:

07-26-21-Registration-is-Now-Open-for-Canadas-History-and-the-Municipal-Role-in-reconciliation-Workshop - 2707

CONCLUSION/SUMMARY:

Administration supports that Council for the Town of Pincher Creek authorize the attendance of Councillor McGillivray at the Canada's History and the Municipal Role in Reconciliation Workshop hosted by the Rural Municipalities of Alberta at a cost of \$25.

Signatures:

Department Head:

Lisa Goss

CAO:

Laurie Wilgosh



July 26, 2021

Registration is Now Open for Canada's History and the Municipal Role in Reconciliation Workshop

RMA and AUMA are cohosting workshops to provide municipal officials with a greater understanding on how to support reconciliation in their communities

Through our commitment to reconciliation, RMA and the [Alberta Urban Municipalities Association \(AUMA\)](#) are partnering to host four virtual workshops that will explore how past government policies have defined today's relationship between Indigenous and non-Indigenous peoples. The workshop will provide municipal leaders with a deeper understanding of:

- ◆ Canada's history of government policies and the effect on First Nations, Inuit, and Métis peoples
- ◆ The learnings from the [Truth and Reconciliation Commission of Canada](#) and the [94 Calls to Action](#)
- ◆ Indigenous intersectionality and guidance on terminology
- ◆ Common myths and how unconscious bias continues to contribute to misconceptions, prejudices, and stereotyping of Indigenous peoples
- ◆ Practical steps for municipal governments to advance reconciliation and create inclusive workspaces

This workshop is designed for municipal elected officials and senior municipal administrators who would like to gain a further understanding of how government policies has impacted Indigenous peoples and how to support reconciliation in their community. The workshop will be held on four dates:

- ◆ August 18, 2021 from 1:30 to 4:00 pm
- ◆ August 23, 2021 from 1:30 to 4:00 pm
- ◆ September 13, 2021 from 1:30 to 4:00 pm
- ◆ September 27, 2021 from 1:30 to 4:00 pm

[Registration](#) is limited to 25 people per workshop and the cost to register is \$25.00. For questions about this session, please email advocacy@auma.ca.

Alex Mochid

Policy Advisor

780.955.4085

alex@RMAAlberta.com

Tasha Blumenthal

Director of External Relations & Advocacy

780.955.4094

tasha@RMAAlberta.com

TOWN OF PINCHER CREEK

REQUEST FOR DECISION

Council

SUBJECT: MCCAC Multi-Purpose Facility Funding	
PRESENTED BY: Adam, Recreation Manager	DATE OF MEETING: 8/23/2021

PURPOSE:

To review the offer letter from the Municipal Climate Change Action Center (MCCAC) and to allocate funds towards energy efficiency upgrades at the Multi-Purpose Facility.

RECOMMENDATION:

That Council for the Town of Pincher Creek Approve the agreement with the MCCAC Rec Program and allocate \$74,000 to be funded from the Municipal Income Stabilization Reserve.

BACKGROUND/HISTORY:

In June 2020 the Pincher Creek Arena and Multi-Purpose Facility completed an Energy Scoping Audit which was fully funded through the MCCAC. This report identified 7 Energy Conservation Measures that are fundable through the MCCAC Rec Program. One project - the LED lighting retrofit has been completed and will receive 75% funding through the MCCAC Rec Program. This program funding is drying-up and all new projects are being wait listed and no new studies will be accepted after September. On July 28, 2021 an offer letter from the MCCAC Rec Program was received to complete 3 additional Energy Conservation Measures at the Multi-Purpose Facility with a total rebate of \$46,781, the 3 measures identified were 1. A new Building Management System, 2. Night Setback on the Pool RTU and 3. Insulation of Pipes, Valves and fittings in the pool mechanical room.

ALTERNATIVES:

Not to complete upgrades at this time.
Acquire additional quotes for the 3 energy conservation measures.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

Each of these projects will have significant energy savings as well as decreasing the amount of time maintenance staff spend on these items. With the MCCAC Rec Program rebate there is an expected simple payback of 1.3 years.

FINANCIAL IMPLICATIONS:

The total project cost is quoted at \$63,343.00 with a rebate of \$46,781.

PUBLIC RELATIONS IMPLICATIONS:

There is mandatory positive public exposure to receive the rebate.
Energy savings are typically seen as positive improvements in the Recreation Facilities.

ATTACHMENTS:

EA-0000004029_quote_20210625 - 2709

Implementation Project_Offer Letter_Town of Pincher Creek_EA-4029 REC-241 - 2709

Pincher Creek BMS, REC Presentation - 2709

Quote# MH- 233 Pincher Pool - 2709

CONCLUSION/SUMMARY:

Administration supports entering into the agreement the MCCAC Rec Program Funding Rebate.

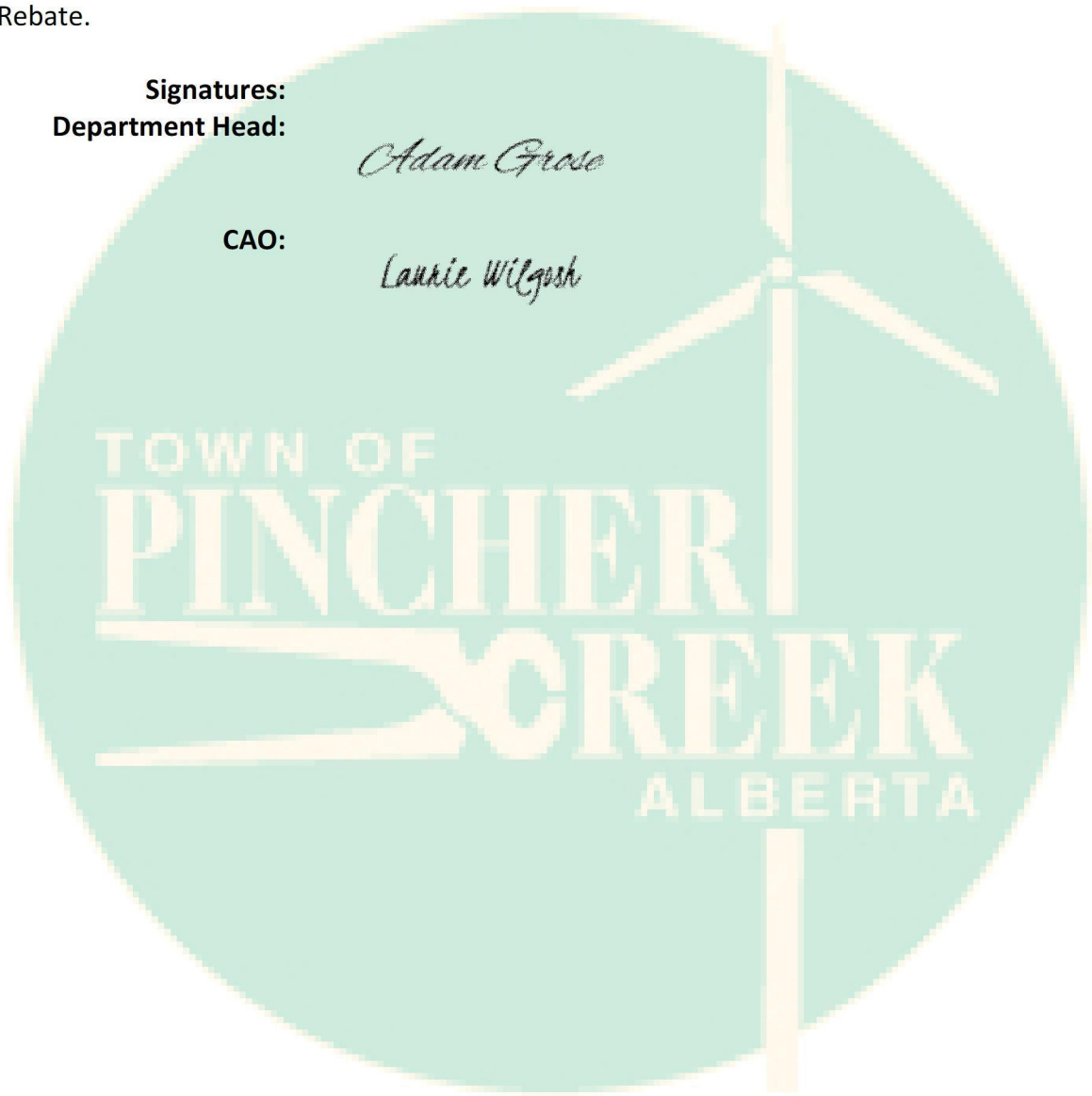
Signatures:

Department Head:

Adam Grose

CAO:

Lannie Wilgosh



June 24, 2021

Quote # Q21-06-0036-R1

Town of Pincher Creek
Multi-Purpose Facility
BMS Retrofit and additions

Attention: **David Desabrais, P. Eng.**

Via Email: David.desabrais@pinchercreek.ca

RE: Pincher Creek Multi-Purpose Facility BMS Upgrade and additions

Convergent Technologies LTD is pleased to provide you with a quotation to provide the work associated with the following items.

This price is based on documentation and recommendations provided.

ERM #2a-Building Management System Upgrade- Multi Purpose Facility.

Total Cost for this measure: \$ 37,756.00 + GST

- Replace all existing BMS controllers and existing temperature sensors with new Schneider Automation Server and associated I/O controllers to control all associated mechanical equipment (RTU-1, Boilers, Heat Exchangers) currently being controlled.
- Addition of system graphics on the Automation Server that would be accessed via local network using existing computer in the facility office.
- Control and monitoring of the Water Slide heating system along with the HRV for the Water Slide Change room.
- Replacement of 7 day programable thermostats for Library (RTU3), Lobby (RTU-2) and Gymnasium (RTU-4) with BACnet thermostats integrated to Automation Server for monitoring and control.
- Addition of Filter alarm points for RTU-1 through RTU-4.
- Integrate Occupancy sensors for the waterslide WR and Mechanical room for monitoring on the BMS.
- Integrate Occupancy sensors for the main pool change rooms and library WR for monitoring on the BMS.
- 8 hours of on-site operator training on graphics, trend logging, alarm functions and setpoint manipulation as needed.

ERM #4a- Night Setback for Pool RTU-1

Total Cost for this measure: \$ 18,782.00 + GST

- Installation of variable frequency drives (VFD) on both the supply and return fans
- Addition of new space temperature and humidity sensors along with static pressure sensors in the pool area to monitor space conditions.
- Update current control sequence to reduce fan speeds during low and no occupancy time periods.
- Creation of graphics and trends to monitor and schedule fan speeds.

ZONE ALL system Replacement

Total Cost for this measure: \$ 12,124.00 + GST

- Replace existing zone all control panel with new BACnet controller and integrate to Automation Server.
- Addition of zone sensors and zone damper control for each of 5 individual zones.
- Addition of static pressure control for main air duct to control the bypass damper
- Addition of graphics to main Automation Server as required to monitor and control zone setpoints and temperatures.

Exclusions & Clarifications

1. All existing temperature sensors and damper actuators to be replaced with new.
2. Existing heating valves for Pool AHU and Pool Heat Exchangers to remain and be re-used.
3. Please note that it is assumed that the ERM#2a is completed in conjunction with ERM#4a and the ZONE ALL replacement.
4. Existing Fan Motors for Pool RTU-1 to remain and be re-used.

Notes

- All prices are in Canadian (CAD) dollars and do not include (GST).
- Permits or associated fees are included.
- Convergent Technologies LTD. reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the contract documents.
- Prices are valid for thirty (30) days.
- Convergent Technologies LTD payment terms are net 30 days.

Please feel free to contact me should you have any questions or comments.

Regards,
Convergent Technologies LTD

Greg Kennard,
Operations Manager - Lethbridge
Direct: (403) 380-6515

TERMS & CONDITIONS

Convergent Technologies' Combined Terms & Conditions

Version 1—March 2016

Throughout this Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with this Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and material suppliers to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To provide access to all areas of the facility which are necessary to complete the Work.
- b. To supply suitable electrical service as required by Convergent; and
- c. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

[CSP Contracts ONLY]:

The term of this Agreement will begin on the Services commencement date as specified in the attached scope of work ("Start Date") and continue for the period of time as specified in the attached scope of work ("Duration"). At the end of the Duration of this Agreement, the Agreement will renew automatically from year to year until terminated by either party with written notice to the other party thirty (30) days prior to the renewal date.

This Agreement assumes the systems covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergent, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this Agreement and the CSP Program Cost adjusted accordingly.

Customer agrees at no cost to Convergent:

- a. To provide access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the attached scope of work);
- b. To supply electrical service as required by Convergent; and
- c. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this Agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the systems such as, but not

limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is not included in this Agreement.

If UL Listed Monitoring is purchased, Customer shall be required to provide the account setup information contained in the Convergent Technologies Monitoring Service Agreement. Customer will also be required to execute the Convergent Technologies Monitoring Service Agreement prior to the implementation of monitoring service.

In the event that the systems, equipment or components included in the List of Covered Equipment are modified, repaired, have a peripheral device attached to them, or are adjusted (hardware or software) by someone other than a Convergent representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergent shall have the right to exercise any or all of the following options in response to this Modification Event:

- a. Require that the Covered Equipment impacted by the Modification Event be subject to reacceptance testing by Convergent;
- b. Require removal of the Covered Equipment impacted by the Modification Event from the List of Covered Equipment, so that the Services hereunder will not apply to such equipment;
- c. Require termination of this Agreement upon thirty (30) days' notice to Customer, at Convergent's option.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer, shall be added to the price upon invoice to Customer.

[Installation Contracts ONLY]: Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in its payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and has the right to charge an interest rate of 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure. **[Installation Contracts ONLY]:** Customer agrees to pay Convergent fifteen (15%) percent of the total price as a mobilization fee at the time of executing this Agreement.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon a request by

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TERMS & CONDITIONS

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Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

[Installation Contracts ONLY]: Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST

PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have **no** liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO and SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

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Version 1—March 2016

Customer Copy

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein.

CUSTOMER (SUBSCRIBER) NAME

DATE

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

OFFER LETTER

July 28, 2021

David Desabrais
Town of Pincher Creek
895 Main Street
Pincher Creek, Alberta T0K 1W0

Subject: Your application for the Recreation Energy Conservation Program – EA-0000004029 (REC-241)

Dear David Desabrais:

Thank you for your application for a Recreation Energy Conservation Program rebate for your Implementation Project.

A total rebate of \$46,781.07 has been pre-approved for your project at the Multi-Purpose Facility in Pincher Creek, Alberta. The schedule of rebate payments is included for your reference in Table 1.0 on the following page. We have the Implementation Project completion date estimated as September 6, 2021. You must notify program representatives if your Implementation Project completion date will be later than this date.

NEXT STEPS

- 1) Offer Acceptance: Acknowledge and accept this Offer Letter within 30 days of receipt. Complete and sign the form on page two of this letter and submit it via your application portal dashboard or email it to REC@clearesult.com.
- 2) Complete Implementation Project: Please notify program representatives of changes to your completion timeline by adjusting the expected installation date listed on your offer acceptance.
- 3) Submit all required documentation: After completing the Implementation Project, submit a payment request for the rebate via your application portal dashboard, or complete the form on page three, and email it to REC@clearesult.com.
- 4) Complete public engagement and profiling activities: Submit proof of completion of the activities listed in the REC Guidebook to contact@mccac.ca.
- 5) Final review and inspection by program representatives: By submitting a completed payment request, your Implementation Project may be subject to a post-installation inspection. If you are selected for an inspection, you will be contacted separately. Please review program terms and conditions for more details.

We look forward to working with you on this and future energy efficiency projects. Please contact me if you have any questions. Please reach out via email to REC@clearesult.com or call (587) 319 2889 if you have any questions.

Sincerely,
Program Manager

Municipal Climate Change Action Centre's Recreation Energy Conservation Program is proudly delivered by our program implementer, CLEAResult. www.clearesult.com



OFFER ACCEPTANCE – EA-0000004029 (REC-241)

A response to this rebate offer is required within 30 days of issue. By signing this Offer Letter, the municipality acknowledges and agrees to the attached Recreation Energy Conservation Program Terms and Conditions.

- We are proceeding with the Implementation Project as outlined in the initial Application and accept the rebate listed in Table 1.0.

Expected Implementation Project start date: _____

Expected Implementation Project completion date: _____

- We are not proceeding with an Implementation Project.

Municipality Name

Name and Title

Signature

Date

Name and Title

Signature

Date

TABLE 1.0 – PRE-APPROVED REBATE DETAILS

Implementation Project: Energy Conservation Measures	Pre-Approved Rebate Amount ¹
Measure 1: BMS Upgrade	\$28,317.00
Measure 2: Night Setback RTU	\$14,086.50
Measure 3: Pipe Insulation	\$4,377.57
Total	\$46,781.07

¹Rebates are contingent on the installation of equipment as described in your application and will be adjusted to reflect changes to the scope of the project that may occur during implementation. Implementation Project rebates are paid in a lump sum after the Third-Party Administrator completes the review of Implementation Project completion documentation. In the event of Implementation Projects that receive greater than \$50,000 in rebates, MCCAC reserves the right to hold back up to 10% of the total rebate amount pending completion of site measurement to confirm the associated energy savings and greenhouse gas reductions. In some instances, additional metering may be required of the municipality. The need for a hold back as well as the need for additional metering will be assessed on a case by case basis. Rebate amount is subject to change pending final costs.

Municipal Climate Change Action Centre's Recreation Energy Conservation Program is proudly delivered by our program implementer, CLEAResult. www.clearesult.com

Town of Pincher Creek - Rebate Offer Letter – July 28, 2021

REBATE PAYMENT REQUEST FORM – EA-0000004029 (REC-241)

To be submitted by the Municipality or on behalf of the Municipality by the Program Ally upon completion of the Implementation Project. This payment request may be submitted by visiting your application portal dashboard or by completing the Payment Request Checklist section below and emailing it to REC@clearesult.com. Supporting documentation must be submitted with this Payment Request and may include, but is not limited to, equipment purchase dates, installation dates, proof that the equipment is operational, manufacturer specifications, warranty information, ECM layout descriptions, metering, data collection, interviews, utility bill data analysis, final invoices, and proof of payment. Documentation must include sufficient detail to separate the labour and equipment cost from the cost of other services such as repairs and building code compliance. Municipal Climate Change Action Centre reserves the right to request additional supporting documentation necessary to determine measure eligibility and verify that the expected energy savings will occur.

- Check here if the payee information has changed from the information submitted with the initial project application. Attach a revised payee information form located on page five of this letter.
- Check here if the implemented project was different from the proposal provided in the original rebate application and attach information regarding the revision. This includes any changes to the type or amount of baseline or high-efficiency equipment, equipment cost or operating hours. Attach revised energy savings calculations, if appropriate.

Pre-Approved Rebate Details		
Energy Conservation Measure	Total Pre-Approved Rebate Amount ¹	Installation Completed
Measure 1: BMS Upgrade	\$28,317.00	
Measure 2: Night Setback RTU	\$14,086.50	
Measure 3: Pipe Insulation	\$4,377.57	
Total	\$46,781.07	

¹Rebates are contingent on the installation of equipment as described in your application and will be adjusted to reflect changes to the scope of the project that may occur during implementation.

Town of Pincher Creek - Rebate Offer Letter – July 28, 2021

PAYMENT REQUEST CHECKLIST

Use the checklist below to ensure you receive payment in a timely manner, please include the following:

- Provide updated project documentation for any changes to the scope of work.
- Customer acknowledgement the project has been completed by signing and dating this page.
- Submit the required documentation which may include, but is not limited to, equipment purchase dates, installation dates, proof that the equipment is operational, manufacturer specifications, warranty information, ECM layout descriptions, metering, data collection, utility bill data analysis, final invoices, and proof of payment.
All Implementation Projects require completion documentation including the following:
 - Final itemized invoices with labour and equipment costs distinctly broken out
 - Proof of payment to the Program Ally or contractor
 - Part numbers and serial numbers of equipment, as applicable
 - Post-installation photographs of each unique type of installed equipment
 - Other information as necessary and as requested
- Documentation includes sufficient detail to separate the labour and equipment cost from the cost of other services such as repairs and building code compliance.
- Verify Payee information and address included on the initial project application are correct.

This payment request and corresponding supporting documents complete your application for final review. By signing below, the Municipality acknowledges the Implementation Project has been performed and is completed.

Municipality Name

Name and Title

Signature

Date

Municipal Climate Change Action Centre's Recreation Energy Conservation Program is proudly delivered by our program implementer, CLEAResult. www.clearesult.com



Town of Pincher Creek - Rebate Offer Letter – July 28, 2021

PAYEE INFORMATION

Optional: This section only needs to be completed if the payee information has changed from the information submitted on the initial project application. This information may be updated on your application portal dashboard or by completing the form below and emailing it to REC@clearesult.com

Payment Information (Required)		
Municipality Name (as shown on federal income tax return):		
Mailing Address		
City	Province	Postal Code
Payee Tax ID # of Municipality Name Above:		

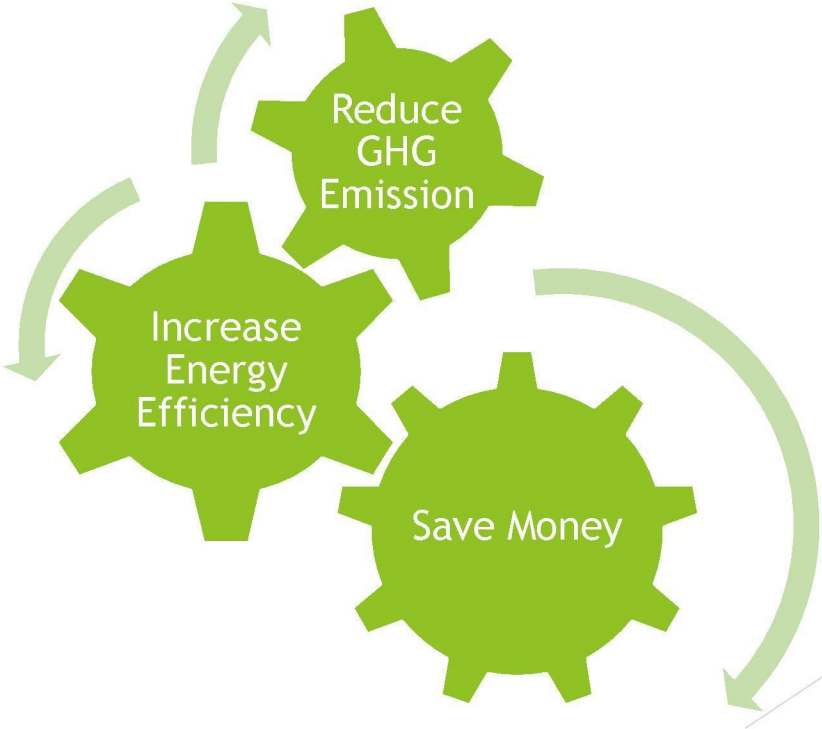


Recreation Energy Conservation Rebate Offer Letter

Town of Pincher Creek

August 4, 2021

Municipal Energy Project Lead



Recreation Energy Conservation Program

- ▶ Received funding approval to implement 3 Energy Conservation Projects through the REC Program
- ▶ Rebates 75% of project costs or costs until project reaches 1 year payback

TABLE 1.0 – PRE-APPROVED REBATE DETAILS

Implementation Project: Energy Conservation Measures	Pre-Approved Rebate Amount ¹
Measure 1: BMS Upgrade	\$28,317.00
Measure 2: Night Setback RTU	\$14,086.50
Measure 3: Pipe Insulation	\$4,377.57
Total	\$46,781.07

Recreation Energy Conservation Program



Recreation Energy Conservation Program

ECM #	Description	Total equipment and installation cost \$	Annual cost savings \$/yr	Simple payback without incentive years	Expected REC rebate \$	Simple payback with incentive years	Lifetime abatement rate \$/tCO ₂ e
ERM #1a	Retro-commissioning (Multi-Purpose Facility)	\$ 6,174	\$ 2,808	2.2	\$ 3,366	1.0	\$ 62.65
ERM #2a	Building Management System Upgrade (Multi-Purpose Facility)	\$ 31,060	\$ 9,389	3.3	\$ 21,671	1.0	\$ 33.49
ERM #3a	Lighting Retrofit (Multi-Purpose Facility)	\$ 15,952	\$ 2,679	6.0	\$ 11,964	1.5	\$ 98.83
ERM #4a	Night Setback for Pool RTU-1 (Multi-Purpose Facility)	\$ 15,066	\$ 2,298	6.6	\$ 11,300	1.6	\$ 72.14
ERM #5a	Insulation of Heating Pipe Fittings in Pool Mech. Room (Multi-Purpose Facility)	\$ 5,200	\$ 1,305	4.0	\$ 3,895	1.0	\$ 27.02
ECM Totals - Multi-Purpose Facility		\$ 73,452	\$ 18,480	4.0	\$ 52,195	1.2	
ERM #1b	Retro-commissioning (Memorial Arena)	\$ 4,863	\$ 1,036	4.7	\$ 3,647	1.2	\$ 140.34
ERM #4b	Using City Water for Resurfacing Ice (Memorial Arena)	\$ 34,036	\$ 5,892	5.8	\$ 25,527	1.4	\$ 98.66
ECM Totals - Arena		\$ 38,899	\$ 6,928	5.6	\$ 29,174	1.4	
ECM Totals		\$ 112,351	\$ 25,408	4.4	\$ 81,370	1.2	

REC Application

ECM	Description	Total equipment and installation cost	Annual cost savings	Simple payback without incentive	Expected REC rebate	Simple payback with incentive
#		\$	\$/yr	years	\$	years
ERM #1a	Retro-commissioning (Multi-Purpose Facility)	\$ 6,174	\$ 2,808	2.2	\$ 3,366	1.0
ERM #2a	Building Management System Upgrade (Multi-Purpose Facility)	\$ 31,060	\$ 9,389	3.3	\$ 21,671	1.0
ERM #3a	Lighting Retrofit (Multi-Purpose Facility)	\$ 15,952	\$ 2,679	6.0	\$ 11,964	1.5
ERM #4a	Night Setback for Pool RTU-1 (Multi-Purpose Facility)	\$ 15,066	\$ 2,298	6.6	\$ 11,300	1.6
ERM #5a	Insulation of Heating Pipe Fittings in Pool Mech. Room (Multi-Purpose Facility)	\$ 5,200	\$ 1,305	4.0	\$ 3,895	1.0
ECM Totals - Multi-Purpose Facility		\$ 73,452	\$ 18,480	4.0	\$ 52,195	1.2

ECM #1: Current Building Management System

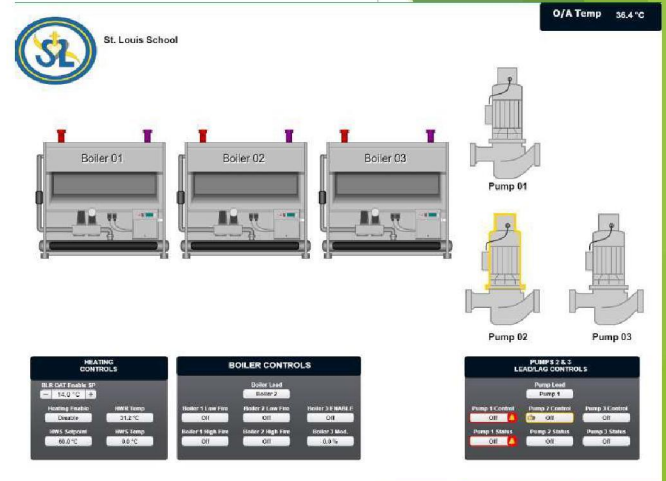
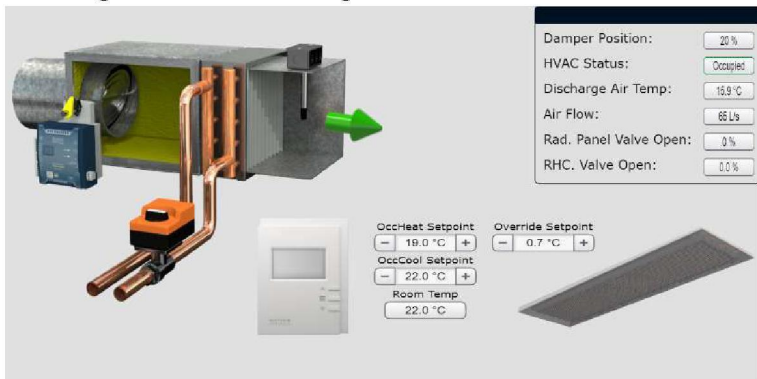


BMS Panel with Display Terminal



ECM #1: New Building Management System

- ▶ Replace all BMS controllers
- ▶ Additional monitoring/control of HVAC systems
- ▶ Replacement of 15+ yr. old sensors
- ▶ Integration of previously locally controlled systems
- ▶ Training & Commissioning



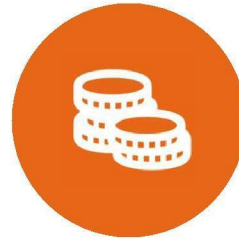
ECM #1: New Building Management System



QUOTED COST:
\$37,756
\$9,439 WITH
REBATE



ESTIMATED ENERGY
SAVINGS:
~\$9,000/YR



SIMPLE PAYBACK
WITH FUNDING:
1 YR

ECM #2: Night Setback on Pool RTU

CURRENT SYSTEM

- ▶ Air supplied via constant volume unit regardless of occupancy

PROPOSED UPGRADE

- ▶ Install variable frequency drive on supply/return fans
- ▶ Add space temperature, humidity, and static pressure control
- ▶ Integrate control/scheduling with new BMS to limit energy use
- ▶ Better control over odor/humidity



ECM #2: Night Setback on Pool RTU



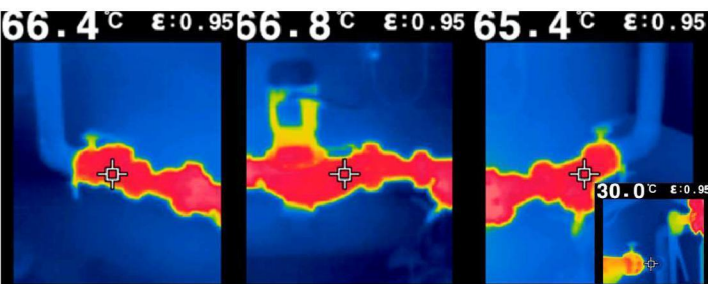
QUOTED COST:
\$18,782
**\$4,696 WITH
REBATE**



**ESTIMATED ENERGY
SAVINGS:**
~\$2,300/YR



**SIMPLE PAYBACK
WITH FUNDING:**
2 YRS



ECM #3: Insulation of Pumps, Valves, Fittings in Pool Room

CURRENT SYSTEM

- ▶ Piping insulated to minimize heat loss
- ▶ Pumps/flanges/valves uninsulated
- ▶ Heat wasted 24/7 with run temps >60C

PROPOSED SYSTEM

- ▶ Insulation blankets around flanges, valves, pumps
 - ▶ Remove for maintenance
- ▶ Install/repair insulation on existing piping

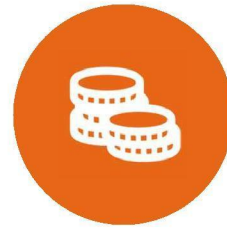
ECM #3: Insulation of Pumps, Valves, Fittings in Pool Room



QUOTED COST:
\$6,805
**\$2,467 WITH
REBATE**



**ESTIMATED ENERGY
SAVINGS:**
~\$1,300/YR



**SIMPLE PAYBACK
WITH FUNDING:**
1.9 YRS

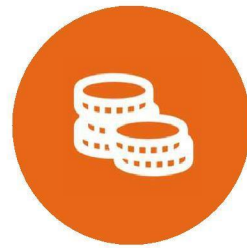
Overall Cost Benefit



**QUOTED COSTS:
\$63,343
\$16,602 WITH
REBATE**



**ESTIMATED ENERGY
SAVINGS:
~12,600 \$/YR**



**SIMPLE PAYBACK
WITH FUNDING:
1.3 YRS**

Additional Benefits



Decreased
day-to-day
operational
complexity



Increased
reliability &
troubleshooting
ability



Remote
contracting



Increase
d pool
RTU life



Leverage for
future
improvement



Public
exposure

What's Required from Council?

- ▶ Reallocation of ~\$64,000
(\$46,781 to be reimbursed)
 - ▶ *Propose reallocation of budget dollars for RTU replacement*
- ▶ Approval to sign offer letter by Aug 26th

Questions

TO: David Desabrais <David.Desabrais@pinchercreek.ca>

DATE: June 25, 2021

QUOTE: MH-233

RE: Pincher Creek Pool Boiler Room

Quotation for Thermal Insulation

Strainer Valves # 1 & 2 (9" Flange x 28" L) - \$ 840.00

Check Valves #1 & 2(9" Flange x 24" L) - \$ 784.00

Pumps # 1 & 2 (11" Flange x 48" L) - \$ 1036.00

4" Gate Valves (4)(9" Flange x 12" L) - \$ 1040.00

2" Gate Valves (4) (7.5" Flange x 9" L) - \$ 960.00

3" Boiler double flanged Tees (4) (8" Flange x 13" L) - \$ 1120.00

4" double flanged tee (9" Flange x 20" Long) - \$ 280.00

2 x 1' sections of 24" Breaching - \$ 130.00

3 x 1.5' sections of 8" HW Tank Breaching- \$195.00

Piping \$ 420.00(6' of 2.5", 6' of 1.25",12' of 3/4", 12' of 1/2", 6' of 5/8")

Total Quote Price \$ 6,805.00

FOB: Lethbridge, Alberta

GST: not included in bid

Exceptions & Qualifications

1. Lump sum insulation prices include for insulation to be completed as per information provided.
2. Lump sum pricing **does not include** lift rental expenses.
3. All pricing supplied is subject to change should additions or changes be made to the final project.
4. Lump sum price does not include any insulation shields at pipe hangers.
5. Our lump sum pricing is valid for thirty days and subject to confirmation thereafter.
6. Payment terms Net 30 days

If you require any additional information or clarifications, please contact the undersigned at your convenience.
Regards,

Mark Holzwarth
Estimator/President
Martec Insulation Ltd.
mark@martecinsulation.ca

TOWN OF PINCHER CREEK

REQUEST FOR DECISION

Council

SUBJECT: Municipal Asset Management Program - Grant Agreement	
PRESENTED BY: Al Roth, Director of Operations	DATE OF MEETING: 8/23/2021

PURPOSE:

For Council to authorize the approval of the Municipal Asset Management Program grant agreement with the Federation of Canadian Municipalities.

RECOMMENDATION:

That Council for the Town of Pincher Creek approve and direct administration to sign the grant agreement with the Federation of Canadian Municipalities regarding the Municipal Asset Management Program.

BACKGROUND/HISTORY:

The Municipal Asset Management Program is intended to help Canadian municipalities advance their asset management programs. Pincher Creek previously selected the project "Watermain Network Survey" for this program. Although the Town was notified in October 2020 that we were successful in the grant application, due to capacity issues at FCM we were informed that the grant agreement would follow later in 2021.

The Watermain Network Survey project was initiated in March 2021 and currently underway with completion expected within the grant completion deadline of March 2022.

Council has previously supported this project through the following resolutions:

- #20-043 regarding support of MAMP Grant application and project selection
- #20-535 regarding the approval of the Operating Budget with the MAMP Program included

ALTERNATIVES:

That Council for the Town of Pincher Creek request additional information from administration.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

N/A

FINANCIAL IMPLICATIONS:

Project was previously approved as part of the 2021 Operating Budget. The Municipal Asset Management Program grant covers 80% of eligible project costs with a total project cost not to exceed \$50,000.

PUBLIC RELATIONS IMPLICATIONS:

N/A

ATTACHMENTS:

AGR-MAMP-16902-Grant Agreement-210811 - 2710

CONCLUSION/SUMMARY:

Administration supports the signing and approval of the Municipal Asset Management Program grant agreement.

Signatures:

Department Head:

A. Roth

CAO:

Laurie Wilgosh



GRANT AGREEMENT

THIS AGREEMENT is effective as of the date of last signature on the signature page.

BETWEEN:

TOWN OF PINCHER CREEK

(herein called "**Recipient**")

-and-

FEDERATION OF CANADIAN MUNICIPALITIES

(herein called "**FCM**")

WHEREAS:

- (a) the Government of Canada and FCM have established the Municipal Asset Management Program (herein called **MAMP**);
- (b) the Government of Canada has funded the Municipal Asset Management Program, which is being administered by FCM;
- (c) FCM has agreed to provide the Recipient with a grant for use by the Recipient solely for the project described in this Agreement; and
- (d) this Agreement contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient.

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.01 Definitions. Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

"Agreement" means this agreement, including all schedules, and all amendments or restatements as permitted;

"Business Day" means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

"Claim" has the meaning ascribed thereto in Section 13.01 of this Agreement;

"Confidential Information" has the meaning ascribed thereto in Section 11.01 of this Agreement.

"Eligible Activities" means any reasonable activities necessary to complete the Project as described in Part 2 of Schedule A attached hereto.

"Eligible Expenditure Date" has the meaning ascribed thereto in Part 4 of Schedule C attached hereto;

"Eligible Expenditures" means those permitted expenditures described in Part 4 of Schedule C attached hereto, for which the Recipient may use the Grant;

"Grant" means the grant set forth in Article 2;

“Grant Amount” means the amount to be disbursed by FCM on account of the Grant up to the maximum amount set forth in Part 1 of Schedule B attached hereto;

“Indemnified Parties” has the meaning ascribed thereto in Section 13.01 of this Agreement;

“Parties” means FCM and the Recipient, and **“Party”** refers to any one of them;

“Project” means the project described in Part 2 of Schedule A attached hereto;

“Project End Date” has the meaning ascribed thereto in Part 2 of Schedule A attached hereto; and

“Project Start Date” has the meaning ascribed thereto in Part 2 of Schedule A attached hereto;

“Receiving Party” has the meaning ascribed thereto in Section 11.01 of this Agreement.

1.02 Schedules. The following annexed Schedules, which may be amended by FCM from time to time, form part of this Agreement and the Parties shall comply with all terms and conditions set-out therein:

Schedule A: Part 1: Conditions of Contribution
Part 2: Description of Project, Statement of Work and Project Expenditures
Part 3: Reporting Requirements and Project Deliverables

Schedule B: Part 1: Grant Amount
Part 2: Particulars of the Sources of Funding
Part 3: Contribution Schedule/Period of Funding

Schedule C: Part 1: Request for Contribution, Letter of Attestation and Expense Claim
Part 2: Report Templates
Part 3: Accepted Practices
Part 4: Eligible Expenditures

Schedule D: Contact Information

ARTICLE 2 THE GRANT

2.01 Grant Purpose. FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the performance of the Project, as described in Part 2 of Schedule A attached hereto.

2.02 Grant Amount. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Expenditures, the Grant Amount, as more particularly described in Part 1 of Schedule B attached hereto.

2.03 Disbursement of Grant.

- (a) FCM shall disburse the Grant in accordance with Part 3 of Schedule B attached hereto.
- (b) No portion of the Grant shall be disbursed by FCM without it first receiving from the Recipient a completed Request for Contribution in accordance with Part 1 of Schedule C attached hereto.
- (c) Provided that the Conditions of Contribution set-out in Part 1 of Schedule A attached hereto are satisfied, the Recipient may request the Grant by delivering to FCM the appropriate

Request for Contribution in accordance with Part 1 of Schedule C attached hereto at least 30 days before the requested date of disbursement; the requested date of disbursement may be delayed if the Request for Contribution delivered by the Recipient to FCM is not, in FCM's sole discretion, satisfactory and revisions or supplemental documentation are required.

- 2.04 Term. This Agreement shall continue in force until FCM has received and notified the Recipient of its satisfaction with all reports required to be completed by the Recipient in accordance with the terms and conditions of this Agreement, or until the Agreement has been terminated in accordance with Section 12.01, whichever shall first occur.

ARTICLE 3 CONDITIONS OF CONTRIBUTION

- 3.01 Conditions of Contribution. Subject to Section 2.03, the obligation of FCM to disburse the Grant to the Recipient is conditional upon the Recipient satisfying the conditions set-out in Part 1 of Schedule A attached hereto, to the satisfaction of FCM.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.01 Representations and Warranties. The Recipient represents and warrants that:
- (a) it is duly established under the laws of the Province of Alberta and has the legal power and authority to enter into, and perform its obligations under this Agreement and the Project;
 - (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
 - (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient;
 - (d) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation and/or delivery of the Project or its compliance with its obligations under this Agreement; and
 - (e) it has the right to grant the license set out in Section 6.02 of this Agreement.

ARTICLE 5 COVENANTS

- 5.01 Affirmative Covenants. Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it shall:
- (a) use the Grant only for Eligible Activities relating to the Project;
 - (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance

with all labour, environmental, health and safety and human rights legislation applicable to the Project;

- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices;
- (d) ensure that Project contracts are awarded in a way that is fair, transparent, competitive and consistent with value for money principles (the optimal combination of quality, service, time and cost considerations, over the useful life of the good, service or asset acquired for the purposes of Eligible Activities);
- (e) provide FCM with prompt notice of any:
 - (i) material change to the Project;
 - (ii) proposed change in the nature or scope of its legal status; or
 - (iii) act, event, litigation or administrative proceeding that does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement or the Project
- (f) comply with FCM's reporting requirements by using the latest version of the report templates, provided for indicative purposes in Schedule C, Part 2, which are amended from time to time by FCM and made available to the Recipient after signature of the Agreement; and
- (g) repay any amounts owed to FCM, as determined by FCM, within 30 days of receiving such notice by FCM.

5.02 Negative Covenants. Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Expenditures;
- (b) for 5 years after the end date of this Agreement, sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with the Grant (the "**Assets**"); if at any time within 5 years after the end date of this Agreement, the Recipient sells, assigns, transfers, leases, exchanges or otherwise disposes of any Asset other than to the Government of Canada, a local government, or with the Government of Canada's consent, the Recipient may be required to pay back to FCM, at FCM's sole discretion, all or a portion of the Grant that was disbursed by FCM to the Recipient.

ARTICLE 6 INTELLECTUAL PROPERTY

- 6.01 Intellectual Property. Copyright in all reports, documents and deliverables prepared in connection with this Agreement and listed in the Schedules of this Agreement by or on behalf of the Recipient (the "Recipient Documentation") will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient's ability to grant the license set out in Section 6.02, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient.
- 6.02 License. The Recipient hereby grants to FCM an irrevocable, perpetual, worldwide, royalty-free, license, to use, publish, make improvements to, sub-license, translate and copy the Recipient Documentation. This license shall survive the expiration or termination of this Agreement.

**ARTICLE 7
APPROPRIATIONS**

- 7.01 Appropriations. Notwithstanding FCM's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under this Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

**ARTICLE 8
MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

- 8.01 No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform FCM should it become aware of the existence of any such situation.

**ARTICLE 9
NO BRIBES**

- 9.01 The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

**ARTICLE 10
AUDIT AND ACCESS**

- 10.01 Audit and Access.
- (a) FCM reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
 - (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project until March 31, 2031.
 - (c) Upon FCM's request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, and permit FCM to

communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project.

- (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.
- (e) The covenants, rights and obligations contained in this Article 10 shall survive the termination or expiry of this Agreement.

ARTICLE 11 CONFIDENTIALITY

11.01 Confidentiality.

- (a) All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with this Agreement and expressly identified as confidential thereby, including, without limitation, the terms of this Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder.
- (b) The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

ARTICLE 12 TERMINATION

12.01 Termination of the Agreement.

- (a) FCM may terminate this Agreement:
 - (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
 - (ii) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient;

- (iii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; and
 - (iv) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

12.02 Effect of Termination. If this Agreement is terminated pursuant to Section 12.01, the Recipient may be:

- (a) reimbursed for all or a portion of the expenses they have incurred in relation to the Project up to the effective date of termination; or
- (b) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination, within 30 days of receiving such notice by FCM;

as applicable, all subject to FCM's sole discretion and satisfaction, taking into consideration out-of-pocket expenses incurred and results reported by the Recipient in connection with the Project.

ARTICLE 13 INDEMNITY

13.01 Indemnity. The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "**Claim**"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.

13.02 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Intellectual Property infringes any intellectual property right and Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.01 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule D attached hereto, or to such other address, email address or person that the Party designates in writing to the other Party. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.

- 14.02 Relationship of the Parties. The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 14.03 Public Announcements. The Recipient shall cooperate with FCM, who will lead the preparation and issuance of the public funding announcement for the Project and/or the coordination of a public announcement event attended by FCM and the Government of Canada. The Recipient will be informed of the process immediately after the signature of this Agreement. If any public statement or release is so required, the Recipient shall promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such media activities or events.
- 14.04 Project Branding. The Recipient shall recognize and state in an appropriate manner, as approved by FCM, the financial assistance offered by FCM concerning the Project and the contribution of the Government of Canada to FCM, as specified in Part 3 of Schedule C attached hereto. If requested by FCM, the Recipient shall have affixed, in content, form, location and manner acceptable to FCM, signage acknowledging the contribution of FCM and the Government of Canada to the Project. The Recipient shall adhere to the policies regarding the use of graphic design elements and signage as specified in Part 3 of Schedule C attached hereto.
- 14.05 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 14.06 Survival. Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 14.07 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 14.08 Assignment. The Recipient cannot assign this Agreement without the prior written consent of FCM.
- 14.09 Enurement. This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 14.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.11 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- 14.12 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 14.13 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or in protocol document format ("PDF")) in one or more counterparts, each of which when executed

shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date written below.

TOWN OF PINCHER CREEK

Per: _____
Name: Laurie Wilgosh
Title: Chief Administrative Officer

Date: _____

Per: _____
Name: _____
Title: _____

Date: _____

I have authority to bind the Recipient herein.

FEDERATION OF CANADIAN MUNICIPALITIES

Per: _____
Name: Michael Burt
Title: Project Director, MAMP

Date: _____

I have authority to bind FCM herein.

Schedule A

Part 1 Conditions of Contribution

The obligation of FCM to disburse the Grant Amount is conditional upon the Recipient satisfying the following conditions, to the satisfaction of FCM:

- Completed Request for Contribution in the form of Part 1 of Schedule C;
- Receipt and acceptance of Final Report, which is due within 30 days of Project end date, in accordance with the reporting template Part 2 of Schedule C;
- Receipt and acceptance of Evidence of Deliverables, as noted in the Final Report;
- Receipt and acceptance of Expense claim;
- Letter of Attestation for Expense Claim, including confirmation that all expenses claimed are Eligible Expenditures, in the format of Part 4 of Schedule C.

The Recipient acknowledges and agrees that, notwithstanding the foregoing conditions, FCM's obligation to disburse the Grant Amount is subject to Article 7 of the Agreement.

Schedule A

Part 2 Description of Project, Statement of Work and Project Expenditures

The Recipient will undertake a Project in accordance with the phases, activities and/or milestones outlined in the below Statement of Work.

Project Number: MAMP 16902 – Town of Pincher Creek, Alberta
Project Title: Survey of Existing Watermain Network for GIS Compatibility
Project Sector: Asset Management (MAMP)
Project Type: MAMP Projects

Project Start Date	Project End Date
1 March 2021	1 March 2022

Project Description

The Town of Pincher Creek will survey the existing watermain network to ensure accurate locations of watermains, hydrants, valves etc. and conduct subsequent data analysis to ensure information is compatible with Pincher Creek's Asset Management software and GIS.

Activity	Deliverable
1. Survey of Existing Watermain Network of ~46km & Existing As-Built Review	A set of documents including: <ul style="list-style-type: none">• Mapped survey points and shape files for ~46km of watermain.

Activity	Deliverable
2. Data Analysis of Survey of Existing Watermain Network to make data compatible with asset management software and GIS	A set of documents including: <ul style="list-style-type: none"> A copy of the Excel spreadsheet with updated asset data including year installed, size, material, and length of watermain network.
3. Draft Asset Management Plan for Water Infrastructure	A set of documents including: <ul style="list-style-type: none"> A copy of the Draft Asset Management Plan for Water Infrastructure (Internal).

Activity	Start date:	End date:	Eligible Expenditures (\$)	Ineligible Expenditures (\$)	Total Expenditure (\$)
Survey of Existing Watermain Network of ~46km & Existing As-Built Review	1 March 2021	1 March 2022			
GIS Setup and As-Built Review			\$4,000.00	\$0.00	\$4,000.00
GPS Survey Control Network Setup - including control and calibration (Confirm and establish 3TM control, calibrate onsite control of the entire town to a virtual reference station (VRS network), and reference back to published ASCM data)			\$2,000.00	\$0.00	\$2,000.00
Review of pre-existing curbstop GIS locations			\$2,000.00	\$0.00	\$2,000.00
Survey Crew			\$20,000.00	\$0.00	\$20,000.00
Activity 1 Subtotals			\$28,000.00	\$0.00	\$28,000.00
Data Analysis of Survey of Existing Watermain Network to make data compatible with asset management software and GIS	1 March 2021	1 March 2022			
Analyze Survey Data			\$5,000.00	\$0.00	\$5,000.00
Update GIS and Spreadsheets			\$6,000.00	\$0.00	\$6,000.00
Activity 2 Subtotals			\$11,000.00	\$0.00	\$11,000.00
Draft Asset Management Plan for Water Infrastructure	1 March 2021	1 March 2022			
Draft Asset Management Plan for Water Infrastructure (Internal)			\$5,000.00	\$0.00	\$5,000.00
Activity 3 Subtotals			\$5,000.00	\$0.00	\$5,000.00
Total Expenditures			\$44,000.00	\$0.00	\$44,000.00

Total Eligible Expenditures	\$44,000.00
------------------------------------	--------------------

Schedule A

Part 3 Reporting Requirements and Project Deliverables

The following report is to be provided to FCM at the completion of the Project. The format of the report is as provided in Part 2 of Schedule C.

Name of Report	Due Date:	Content
Final Report	1 April 2022	The content and format of this report is provided in Schedule C, Part 2.

Schedule B

Part 1 Grant amount

Subject to the terms and conditions of this Agreement, FCM agrees to contribute towards the Eligible Expenditures an amount (the “**Grant Amount**”) that is equal to the lesser of:

the sum of thirty-five thousand two hundred dollars (\$35,200.00); or

eighty percent (80.0%) of Eligible Expenditures;

Notwithstanding the foregoing, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 2 of Schedule B (all as determined and calculated by FCM) is greater than the total expenditures incurred by the Recipient in respect of the Project then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

Schedule B

Part 2 Particulars of the Sources of Funding

The funding sources for this initiative are outlined in the table below. Each funding source indicates the amount of funding and when the funding was confirmed or is expected to be confirmed.

Funding source	Description	Confirmed (Y/N)	Date committed Day month year	Amount (\$)	% of total budget
FCM Grant	Grant	Y	23 October 2020	\$35,200.00	80.0%
<i>Town of Pincher Creek</i>	Budget	Y	27 January 2020	\$8,800.00	20.0%
Total funding:				\$44,000.00	100.0%

Budget total expenditures	\$44,000.00
Budget total Eligible Expenditures	\$44,000.00

Schedule B

Part 3 Payment Schedule/ Period of Funding

FCM will disburse the Grant Amount as determined in this table upon completion of activities, as evidenced by submission and acceptance by FCM of the Final Report and a Request for Contribution.

The Final Report and Request for Contribution must be submitted at least 30 days prior to the requested date of disbursement.

The Recipient must notify FCM in writing of any anticipated delays in this disbursement schedule. FCM reserves the right to adjust dates of disbursement or amounts subject to Article 7 of the Agreement.

Deliverable	Date of Report Submission	Forecast Date of Disbursement	Maximum Amount of Disbursement
Final Report	1 April 2022	2 May 2022	\$35,200.00

Period of Funding:

The Period of Funding is defined as the period between Project Start Date and 30 days after the Project End Date as set out in Part 2 of Schedule A.

Schedule C

Part 1 Request for Contribution, Letter of Attestation and Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Brett Phillips
Project Officer - MAMP

Ladies and Gentlemen:

Re: MAMP – no. 16902 Agreement between the Federation of Canadian Municipalities (as Trustee) and the Town of Pincher Creek (“Recipient”) (the “Agreement”)

I, **[Instruction: insert the name of a person named in the Agreement]**, the **[Instruction: insert the title]**, of the Recipient certify and confirm that the Recipient is requesting the Contribution and that the Recipient has satisfied each condition of contribution listed below. I understand that all information below must be submitted and accepted in order for FCM to be able to proceed to funds transfer.

I am attaching to this request for contribution all documents specified in Part 1 of Schedule A:

- Project Final Report, with all content specified in the template (Part 2 of Schedule C);
- The deliverables (as indicate in the final report);
- Letter of Attestation;
- Expense Claim.

In addition, I have also attached the following documents:

- An updated statement of funding sources and amounts (Part 2 of Schedule B); and
- The request to receive payment by direct deposit.

Signature: _____ Date: _____

Schedule C

Letter of Attestation for Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

TO: The Federation of Canadian Municipalities

This letter of attestation (the “**Letter**”) is issued pursuant to the Agreement **16902** (project number) dated [redacted] (the “**Agreement**”) between the Federation of Canadian Municipalities (“**FCM**”) and **Town of Pincher Creek** (the “**Recipient**”), and in support of the expense claim submitted by the Recipient to FCM for reimbursement of expenses incurred and paid by the Recipient in relation to the Project (the “**Expense Claim**”).

All defined terms used in this Letter and not otherwise defined shall have the corresponding meaning in the Agreement.

I am an authorized officer of the Recipient and I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- i. All expenses claimed in the Expense Claim have been incurred and paid by the Recipient;
- ii. All expenses claimed in the Expense Claim relate to the Project;
- iii. All expenses claimed in the Expense Claim relate to Eligible Activities in compliance with the eligible activity requirements described in Part 4 of Schedule C to the Agreement; and
- iv. All expenses claimed in the Expense Claim are Eligible Expenditures in compliance with the eligible expenditure requirements described in Part 4 of Schedule C to the Agreement.
- v. All expenses claimed have been incurred during the Period of Funding.

Name and title of authorized officer of Recipient

Signature

Date

Expense Claim

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Project Number	MAMP 16902
Project Title	Survey of Existing Watermain Network for GIS Compatibility

The following expenditures have been incurred from the period between **Day Month Year** and **Day Month Year** for the completion of the activities identified.

Activity Completed	Total Budgeted Expenditures (\$) (as per Part 2 of Schedule A per activity)	Total Actual Eligible Expenditures Net of Tax Rebates per activity (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates per activity (\$)	Total Actual Expenditures Net of Tax Rebates per activity (\$)
1. GIS Setup and As-Built Review	\$28,000.00			
2. Data Analysis of Survey of Existing Watermain Network to make data compatible with asset management software and GIS	\$11,000.00			
3. Draft Asset Management Plan for Water Infrastructure	\$5,000.00			
Total Expenditure (\$)	\$44,000.00	\$	\$	\$

Expenditures Incurred by Expenditure Category (as per Part 4 of Schedule C)	Total Actual Eligible Expenditures Net of Tax Rebates (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates (\$)	Total Actual Expenditures Net of Tax Rebates (\$)
Administrative and Overhead Expenditures			
Capital Expenditures			
Equipment Rental			
In-Kind	N/A		
Training			
Professional and/or Technical Services			
Staff remuneration			
Supplies and Materials			
Travel and accommodation			
Total Expenditures Incurred (\$)	\$	\$	\$



FEDERATION OF CANADIAN MUNICIPALITIES / FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

REQUEST TO RECEIVE PAYMENT BY DIRECT DEPOSIT (EFT)

Applicant Information (please print to sign)

- NEW APPLICATION
- UPDATE EXISTING INFORMATION

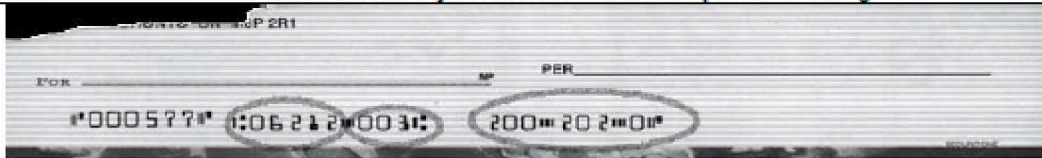
GRANTS / LOANS RECIPIENT

Recipient/Vendor Name			
Address			
City	Province	Select...	Postal Code
Email address for remittance advice			
Name			
Title		Phone	
Signature		Date (DD/MM/YYYY)	

I (We) agree to authorize FCM to deposit payments directly to the below-noted account.

Please attach a void cheque or have your bank/financial institution complete the following:

Financial Institution Information - Please have your financial institution complete the following



Financial Institution (FI) Transit Number	FI Number (3 digit number)	Account number (max 12 digit number)
FI Name		
FI Address		
Name of FI Officer		
Title of FI Officer		
Signature of FI Officer		
Phone # of FI Officer		

Please scan and email the completed form to your contact at FCM

Schedule C

Part 2 Completion Report Template

FINAL REPORT

FCM's Municipal Asset Management Program (MAMP)

This template is provided for information purposes only. The final version, to be submitted as part of the final reporting requirement, may be subject to change.

Project number	(Pre-filled by MAMP)(Pre-filled by MAMP)
Project title	(Pre-filled by MAMP)
Name of lead applicant (organization)	(Pre-filled by MAMP)
Name of Authorized Officer (signatory)	
Date	

Note: If completing this form electronically, the boxes will expand to accommodate text.

1. Reporting on activities

Activity	Completed? Y/Partial/No	Deliverable	Title of submitted deliverable document
1. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	
2. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	
3. (Pre-filled by MAMP)	Choose an item	(Pre-filled by MAMP)	

For any activities marked No or Partial above, please explain the deviation from the scope of work.

2. Reporting on outcomes

Conduct a final self-assessment using the [Asset Management Readiness Scale](#). We recommend that you bring a cross-functional group of staff together to do this assessment. Referring to the Asset Management Readiness Scale, look at the outcome statements for each level. Identify which outcomes you have achieved. If you have completed all the outcomes for a particular level, you have completed that level. Based on your self-assessment, complete the table below.

Competency	Project readiness level at start of project (as stated in application)	Project readiness level at end of project (level for which you have completed all outcomes)	Notes on progress made For each outcome area in which you made progress during the project, provide one sentence to describe the actions taken. (Note: these areas correspond with outcomes identified in the Asset Management Readiness Scale)	
1. Policy and governance	(Pre-filled by MAMP)	Choose a level	Policy and objectives	
			Strategy and frameworks	
			Measurement and monitoring	
2. People and leadership	(Pre-filled by MAMP)	Choose a level	Cross-functional groups	
			Accountability	
			Resourcing and commitment	
3. Data and information	(Pre-filled by MAMP)	Choose a level	Asset data	
			Performance data	
			Financial data	
4. Planning and decision-making	(Pre-filled by MAMP)	Choose a level	Documentation and standardization	
			Asset investment plans	
			Budgets	
5. Contribution to asset management practice	(Pre-filled by MAMP)	Choose a level	Training and development	
			Knowledge sharing — internal	
			Knowledge sharing — external	

Were there additional factors or programs — other than FCM project funding — that contributed to your project outcomes? If so, please provide a short description of any other important contributing factors.

3. Identifying other outcomes

In addition to the outcomes described in the table above, please describe any other changes that occurred because of your project. Examples might include a change in interest in asset management, cost savings, a change in departmental budget priorities, and so on.

For each additional change that you have observed, please answer the following questions:

- What change did you observe over the course of the project?
- What/who contributed to this change?
- How do you know this change has happened?
- Why is this change important?

Other changes
1.
2.
3.

4. Lessons learned

What worked well?

What would you recommend to other municipalities undertaking the same work?

Please provide 1–3 lessons.

Lesson (one short statement)	Description (provide any additional detail here)
1.	
2.	
3.	

What would you do differently?

If you were to do this project again, what would you change? Please provide 1–3 lessons.

Lesson (one short statement)	Description (provide any additional detail here)
1.	
2.	
3.	

Note: These lessons will be compiled and shared, without attribution, with other municipalities and practitioners to advance asset management knowledge.

5. Resources

Please list and describe any external human resources (i.e. organizations or personnel) that you worked with during the project.

Name of organization or person	How did you identify this organization or person?	Brief description of their contribution
1.		
2.		
3.		

Please list and evaluate other key information sources, tools, templates, training materials, etc., that you used to assist your work during this project. *Note: This list may be used to inform other municipalities and organizations of available information and resources.*

Title of tool/resource	How did you identify this tool/resource?	How useful was the tool/resource?	Description/comments
1.		Choose an item	
2.		Choose an item	
3.		Choose an item	
4.		Choose an item	
5.		Choose an item	

6. Reporting on budget

Please complete the final budget reporting template, found in Schedule C of your contract, including all eligible expenses, and submit it together with this final report. Please confirm whether either or both of the following statements are true:

- The actual expenditure for any activity in this project deviated by more than 15% from the budget presented in the application.
- Some of the expenditures included in the final budget report were used for activities marked as Partial or Not Completed in Question 1.

If you ticked either of the above statements, please explain why your actual expenditures varied from the original activity budget. FCM staff may contact you for further details.

7. Next steps

What are your next steps to improve your community's asset management practices?

Next step	Do you need outside help to take this next step? If so, what help do you need?
1.	
2.	
3.	

8. Interest in knowledge sharing

Peer learning is a priority for FCM's Municipal Asset Management Program (MAMP). Please indicate if you are interested in sharing your lessons through MAMP with peer municipalities and organizations.

Yes, we are interested in sharing our results and experiences at peer learning events.

9. Individuals involved in reporting

Please list the titles of the individuals that contributed to, or were consulted in, the completion of this report.

10. Comments (for FCM internal use) *(optional)*

FCM will continue to adapt and improve the MAMP program throughout its life cycle. We welcome all feedback about the program, or your experience, that might help us make it more useful in the future.

11. Testimonials (for public use) *(optional)*

FCM and Infrastructure Canada would appreciate a testimonial as to the value that MAMP funding has provided.

How has the Municipal Asset Management Program supported your municipality or organization in making better-informed infrastructure decisions? Why is this important for your community?

Yes, I give my permission to use the above statements publicly, with attribution to the municipality or organization.

Signature

By typing my name below and submitting this report, I am providing my signature and I certify that the above final report is complete and accurate in its entirety.

Signed by the Authorized Officer

Schedule C

Part 3 Accepted Practices

The Recipient shall incorporate the following language into the Final Plan or Final Study or Final Capital Project, as applicable, and the Final Completion Report, unless it has received written notice to the contrary from FCM:

“© 202X, Town of Pincher Creek. All Rights Reserved.
 The preparation of this project was carried out with assistance from the Government of Canada and the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”

Schedule C

Part 4 Eligible Activities and Expenditures

Eligible expenses must be incurred after Eligible Expenditure Date of 1 March 2021.

Expenditure Category	Eligible expenditures	Ineligible expenditures
1) Pre-application	N/A	<ul style="list-style-type: none"> Any expenditure incurred prior to FCM's eligible expenditure date. Expenditure of developing this proposal or application.
2) Administrative and Overhead Expenditures	<p>Administrative expenditures that are directly linked to and have been incurred for the project, such as:</p> <ul style="list-style-type: none"> Communication expenditures (e.g. long-distance calls or faxes). Outsourced printing or photocopying. Acquisition of documents used exclusively for the project. Document translation. Transportation, shipping and courier expenditures for delivery of materials essential for the project. Design and production of communication products to promote project outcomes and benefits to the public. 	<p>General overhead expenditures incurred in the regular course of business, such as:</p> <ul style="list-style-type: none"> Office space, real estate fees and supplies. Financing charges and interest payments. Promotional items. Permits or certifications. Advertising, website development, project education materials or expenditures to disseminate project communications products. Hospitality expenses (food and drink, alcohol, entertainment, etc.).

3) Capital Expenditures	<p>Asset management-related software.</p> <p><i>Note: FCM's contribution to this expense may not exceed 50% of FCM's total contribution to the project.</i></p>	Any other capital expenditures or amortization expenses.
4) Equipment Rental	<ul style="list-style-type: none"> • Rental of tools and equipment. • Related operating expenditures such as fuel and maintenance expenditures. 	Rental of tools or equipment related to regular business activities.
5) In-Kind	N/A	Any goods and services received through donation.
6) Training	<ul style="list-style-type: none"> • Expenditures associated with accessing reference materials such as standards, templates and toolkits. • Expenditures associated with attending training sessions, (provided externally) or bringing training in-house. 	<p>Any hospitality expenses such as:</p> <ul style="list-style-type: none"> • Food and drink • Alcohol • Door prizes • Entertainment • Music • Decorations • Flowers, centerpieces • Etc.
7) Professional and/or Technical Services	Fees for professional or technical consultants and contractors, incurred in support of eligible activities.	<ul style="list-style-type: none"> • Expenditures associated with regular business activities not related to the project. • Legal fees.
8) Staff Remuneration	<p>Daily rates actually paid by the Eligible Recipient to its Employees in Canada for time actually worked on the implementation of the Project.</p> <p>The daily rate per employee shall include the following costs:</p> <ul style="list-style-type: none"> a) direct salaries: actual and justifiable sums paid by the Eligible Recipient to Employees in accordance with the Eligible Recipient's pay scales as regular salary <u>excluding</u> overtime pay and bonuses. b) fringe benefit: in accordance with the Eligible Recipient's policies, as follows: <ul style="list-style-type: none"> i. time-off benefits (prorated to the annual percentage (%) of time actually worked on the 	<ul style="list-style-type: none"> • In-kind contribution of services. • Participant salaries. • Expenditures related to regular business activities. • Overtime Pay • Bonuses / performance pay. • Fringe benefits such as; <ul style="list-style-type: none"> ○ sick days ○ pension plan ○ any other fringe benefits not listed as eligible • Costs related to ongoing or other business activities and not specifically required for the project. • Staff wages while receiving training or attending learning events. • Professional membership fees or dues.

	<p>implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits;</p> <p><i>Note: Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.</i></p>	
9) Supplies and materials	Supplies and materials required to undertake the project.	Expenditures related to regular business activities
10) Taxes	The portion of Provincial/Harmonized Sales Tax and Goods and Services Tax for which your organization is not eligible for rebate.	The portion of Provincial /Harmonized Sales Tax and Goods and Services Tax for which your organization is eligible for rebate, and any other expenditures eligible for rebates.
11) Travel and Accommodation	<p><u>For individuals on travel status</u> (individuals travelling more than 16 km from their assigned workplace - using the most direct, safe and practical road.);</p> <ul style="list-style-type: none"> • Travel and associated expenses for implementing partners, guest speakers and consultants to the extent that the travel and accommodation rates comply with the Treasury Board of Canada guidelines, and to the extent that such travel is necessary to conduct the initiative. <p>www.canada.ca/en/treasury-board-secretariat/services/travel-</p>	

[relocation/travel-government-business.html](#)

- *Where justified, participant travel costs may be claimed with prior written consent from FCM. Under no circumstances will participant honorariums be covered.*

Note: Invoices, receipts and timesheets (where applicable), must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.

Schedule D

Contact Information

Notices and Requests.

Any notice, demand, request or other communication to be given or made under this Agreement to FCM or to the Recipient, other than a notice of default, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

FCM

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Brett Phillips, Project Officer
Email: bphillips@fcm.ca

Recipient

Town of Pincher Creek
962 St. John Avenue, PO Box 159
Pincher Creek, Alberta
T0K 1W0

Attention: Alexa Levair, Capital Projects/Asset Coordinator
Email: alevair@pinchercreek.ca

TOWN OF PINCHER CREEK

REQUEST FOR DECISION

Council

SUBJECT: Mural Repairs	
PRESENTED BY: Adam, Recreation Manager	DATE OF MEETING: 8/23/2021

PURPOSE:

For Council to consider additional funding requirements for mural repairs at Hewetson Avenue and Main Street.

RECOMMENDATION:

That Council for the Town of Pincher Creek allocate an additional \$8,000 for mural repairs to be funded through the Municipal Income Stabilization Fund if required.

BACKGROUND/HISTORY:

The mural located at 875 Main Street and Hewetson Avenue was done by Penny Corradine (who also did the Cattle Drive mural). It was done in 2003 and has not had anything done to it since. This 18 year old Mural has done well for being on a Eastern (full sun) wall but is declining with paint flaking off or weather damaged especially along the roof line. The original artists is interested and able to repair. This is our largest mural almost twice the size of the Cattle Drive. It will require a UV coating that our staff will apply. A lift will be needed for the majority of the work on this mural. This mural is our first and most widely seen mural by visitors when upon entering our downtown core.

ALTERNATIVES:

Carry forward \$8,000 from the 2021 budget to the 2022 budget.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

None

FINANCIAL IMPLICATIONS:

In 2021 there has been some unspent dollars in the Culture and Community (74-12 GL) which could be used towards mural repairs.

There is currently \$8,000 allocated for Mural Repair in the 2021 budget. There is \$8,000 proposed in the 2022 budget for Mural Repairs.

PUBLIC RELATIONS IMPLICATIONS:

None

ATTACHMENTS:

None at this time.

CONCLUSION/SUMMARY:

Administration supports that an additional \$8,000 be allocated towards mural repair in the 2021 budget.

Signatures:

Department Head:

Adam Grose

CAO:

Laurie Wilgosh



TOWN OF PINCHER CREEK

REQUEST FOR DECISION

Council

SUBJECT: 2021 General Municipal Election	
PRESENTED BY: Lisa Goss, Administrative Manager	DATE OF MEETING: 8/23/2021

PURPOSE:

2021 General Municipal Election Resolutions

RECOMMENDATION:

That Council for the Town of Pincher Creek agree to hold an advanced vote on October 13, 2021 between the hours of 10:00 am and 4:00 pm.

FURTHER

That Council for the Town of Pincher Creek agree that incapacitated electors be authorized to vote in the 2021 General Municipal Election

FURTHER

That Council for the Town of Pincher Creek agree that institutional voting stations be located at the Pincher Creek Hospital, Vista Village, Crestview Lodge and Whispering Winds Village.

BACKGROUND/HISTORY:

Similar resolutions were passed for the 2007, 2010, 2013 and 2017 general municipal elections. As stipulated in the Local Authorities Election Act, Election Day is the third Monday in October. Council resolution is required in order to hold an advanced vote, allow incapacitated electors to vote, and authorize locations for Institutional voting stations.

ALTERNATIVES:

That Council for the Town of Pincher Creek receive the 2021 General Municipal Election advanced vote, institutional vote and incapacitated electors information as presented.

That Council for the Town of Pincher Creek direct administration to arrange for more than one advance vote.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

The above resolutions are in accordance with sections 73, 79 and 80 of the Local Authorities Election Act.

FINANCIAL IMPLICATIONS:

Election expenses are included in the 2021 approved budget

PUBLIC RELATIONS IMPLICATIONS:

Allowing for an advanced vote, authorizing incapacitated electors and institutional voting stations broadens the scope of eligible voters and has the potential to increase the number of voters that will exercise their rights on Election Day.

ATTACHMENTS:

Local Authorities Election Act_sections 73, 79 & 80 - 2712

CONCLUSION/SUMMARY:

Administration supports that Council for the Town of Pincher Creek agree to hold an advanced vote on October 13, 2021 between the hours of 10:00 am and 4:00 pm.

FURTHER

That Council for the Town of Pincher Creek agree that incapacitated electors be authorized to vote in the 2021 General Municipal Election

FURTHER

That Council for the Town of Pincher Creek agree that institutional voting stations be located at the Pincher Creek Hospital, Vista Village, Crestview Lodge and Whispering Winds Village.

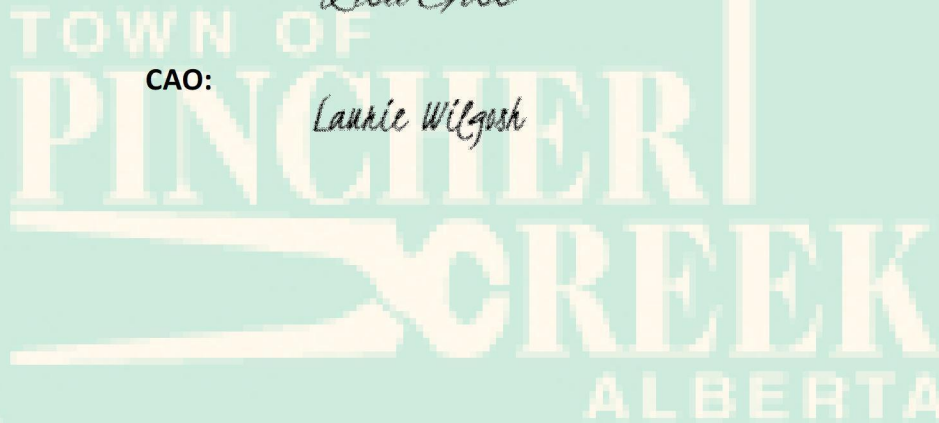
Signatures:

Department Head:

Lisa Goss

CAO:

Lannie Wilgosh



proper purposes of the election put to the elector, and the elector's answers.

(2) Before acting as an interpreter, the interpreter shall make a statement in the prescribed form.

RSA 2000 cL-21 s72;2003 c27 s24

Advance vote

73(1) Repealed 2020 c22 s11.

(2) Subject to subsection (3), an elected authority may by resolution provide for holding an advance vote for an election.

(3) Subject to subsections (4) and (7), a municipality having a population greater than 5000 must provide for holding an advance vote on

- (a) the election of municipal councillors, including by-elections, and
- (b) the submission of a bylaw or question to electors under section 7.

(4) If the election is being held in only one ward but that ward is within a local jurisdiction with a population greater than 5000, the requirements of subsection (3) apply.

(5) No advance vote shall be held within 24 hours of election day.

(6) The returning officer must determine the days and hours when the advance vote under subsection (2) or (3) is to be held.

(7) The Minister may, at any time, make an order to exempt an elected authority from the requirement to provide for holding an advance vote under subsection (3).

RSA 2000 cL-21 s73;2018 c23 s27;2020 c22 s11

Notice of advance vote

74(1) Notice of the days, the locations of the voting stations and the hours fixed for an advance vote shall be given in the form prescribed for use under section 35 by publishing a notice at least one week before the date set for the advance vote in a newspaper or other publication circulating in the area, or by mailing or delivering a notice to every residence in the local jurisdiction at least one week before the date set for the advance vote.

(1.1) A notice of advance vote referred to in subsection (1) may be given by including it in the notice of election day provided under section 35(2) in respect of the same election, provided that the requirements of both subsection (1) and section 35(2) are met.

(4.1) If an elector requests a blind elector template by June 30 in a year in which a general election is to be held, a municipality must pass a bylaw setting out the blind elector template.

(4.2) A municipality may pass a bylaw setting out the blind elector template even if no request is made under subsection (4.1).

(4.3) The bylaw referred to in subsections (4.1) and (4.2) must specify when the blind elector template is available and how the municipality will notify electors of the availability of the blind elector template.

(5) If an elector who is blind is not accompanied by a friend or relative into a voting compartment under subsection (3) and the municipality has passed a bylaw setting out the blind elector template in accordance with subsection (4.1), the deputy must

- (a) provide the elector with a blind elector template, and
- (b) instruct the elector in its use.

(5.1) If an elector is physically unable to enter a voting compartment, the deputy may set up a voting compartment for the elector elsewhere in the voting station or at the closest point of access to the voting station that the elector is able to attend.

(6) No candidate, official agent or scrutineer shall be present in the voting compartment at the marking of a ballot under this section.

(7) When a ballot has been marked pursuant to this section, the deputy shall enter in the elector register opposite the name of the elector and in the appropriate column either "elector assistance" or "template".

RSA 2000 cL-21 s78;2003 c27 s28;2006 c22 s40;2018 c23 s33

Elector assistance at home

79(1) An elected authority may by resolution provide for the attendance of 2 deputies at the residence of an elector, during the hours an advance voting station is open or other times as may be fixed by the resolution, in order to take the votes of an elector who, because of physical disability, is unable to attend a voting station or an advance voting station to vote.

(2) When a resolution has been passed under subsection (1), an elector described in subsection (1) may request the returning officer to have 2 deputies attend at the elector's residence to take the elector's vote within the time fixed by the resolution.

(3) If the returning officer is satisfied that an elector is unable to attend a voting station or an advance voting station because of

physical disability, the returning officer shall include that elector's name and address on a list.

(3.1) Notwithstanding subsection (3), a returning officer may include the name and address of an elector who is not unable to attend a voting station or an advance voting station because of physical disability on a list if the elector resides in a facility at which an elector whose name and address has been included on a list in accordance with subsection (3) resides.

(4) When the returning officer has completed the list in accordance with this section, the returning officer shall

- (a) advise each applicant that the applicant's application has been accepted or rejected, as the case may be, and in the event of rejection, give reasons for it,
- (b) inform each elector whose application has been accepted of the date and the approximate time at which 2 deputies will attend at the elector's residence, and
- (c) appoint sufficient deputies to give full effect to this section.

(5) All attendances by deputies under this section shall be made during the hours fixed by the resolution and no vote shall be taken at any other time.

(6) A ballot box used in an election under this section must be sealed on completion of the voting so that no ballots can be deposited in it without breaking the seal and it shall remain sealed until opened to allow the deposit of ballots in each subsequent residence that is attended for the taking of votes or until opened for the counting of ballots at the close of the voting stations on election day.

(7) Every residence where a vote is taken under this section is a voting station and the voting procedures shall as nearly as possible follow the provisions of this Act.

RSA 2000 cL-21 s79;2003 c27 s29;2018 c23 s34

Institutional vote location, eligibility and appointments

80(1) The elected authority by resolution or the returning officer, if authorized by resolution of the elected authority, may designate the location of one or more institutional voting stations for an election in addition to voting stations designated under section 37.

(2) An elector who on election day

- (a) is confined to a treatment centre in the local jurisdiction, or

- (b) is a resident in a supportive living facility in the local jurisdiction,

that is established as an institutional voting station for the election is eligible to vote at that institutional voting station.

(2.1) Notwithstanding subsection (2), an elected authority may designate a self-contained housing unit in a lodge accommodation as an institution for the purposes of holding an institutional vote under this section.

(3) The returning officer may appoint at least 2 deputies to take the votes of the electors referred to in subsection (2).

(4) If an elected authority provides for the holding of an advance vote, the returning officer may appoint the number of deputies that the returning officer considers necessary to take the votes on the day the advance vote is held of any electors who are residents of supportive living facilities or confined to treatment centres that are located in the local jurisdiction.

RSA 2000 cL-21 s80;2003 c27 s30;2018 c23 s35

Attendance at an institutional vote

81(1) If an institutional vote is provided for, the returning officer shall fix the times on election day at which the votes in the institutions shall be taken, and the presiding deputies, accompanied by candidates, official agents and scrutineers, if present, and by an official of the institution, if available, shall take the votes of any of those patients and residents who express a desire to vote.

(2) Despite subsection (1), candidates and a candidate's official agent and scrutineer may attend an institutional vote only if the vote is conducted at a fixed location in a public area of the institution and may not attend voting conducted in the room of a resident of the institution.

(3) Despite subsection (1), the presiding deputy shall not permit a candidate to have an official agent or a scrutineer present while the candidate is present at an institutional vote.

(4) Despite subsection (1), a candidate may not have both an official agent and a scrutineer attend an institutional vote at the same time.

RSA 2000 cL-21 s81;2003 c27 s31;2006 c22 s41

Institutional vote procedure

82(1) Every institution at which a vote is taken is a voting station and the voting procedures shall as nearly as possible follow the provisions of this Act, except that

TOWN OF PINCHER CREEK

REQUEST FOR DECISION

Council

SUBJECT: Chinook Intermunicipal Subdivision and Development Appeal Board Appointment	
PRESENTED BY: Lisa Goss, Administrative Manager	DATE OF MEETING: 8/23/2021

PURPOSE:

For Council to consider appointment to the Chinook Intermunicipal Subdivision and Development Appeal Board.

RECOMMENDATION:

That Council for the Town of Pincher Creek appoint Councillor McGillivray to the Chinook Intermunicipal Subdivision and Development Appeal Board from August 23, 2021 to October 25, 2021.

BACKGROUND/HISTORY:

Councillor McGillivray recently successfully completed the Subdivision and Development Appeal Board Member Training Program conducted by the Municipal Government Board.

ALTERNATIVES:

That Council for the Town of Pincher Creek defer the appointment to the Chinook Intermunicipal Subdivision and Development Appeal Board to the October 25, 2021 Organizational meeting of Council.

That Council for the Town of Pincher Creek receive the information regarding the Chinook Intermunicipal Subdivision and Development Appeal Board Appointment as presented.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

Typically Council appointments are made annually at the organizational meeting.

FINANCIAL IMPLICATIONS:

None at this time.

PUBLIC RELATIONS IMPLICATIONS:

None at this time.

ATTACHMENTS:

- 1544-19 Chinook Intermunicipal Subdivision and Development Appeal Board - 2714
- 21.05.06 Subdivision and Development Appeal Board Certificate_Brian McGillivray - 2714

CONCLUSION/SUMMARY:

Administration supports that Council for the Town of Pincher Creek appoint Councillor McGillivray to the Chinook Intermunicipal Subdivision and Development Appeal Board from August 23, 2021 to October 25, 2021.

Signatures:

Department Head:

Lisa Goss

CAO:

Laurie Wilgosh



TOWN OF PINCHER CREEK
IN THE PROVINCE OF ALBERTA

**CHINOOK INTERMUNICIPAL SUBDIVISION
AND DEVELOPMENT APPEAL BOARD
BYLAW NO. 1544-19**

A BYLAW OF THE TOWN OF PINCHER CREEK IN THE PROVINCE OF ALBERTA TO ESTABLISH AN INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD;

AND WHEREAS the *Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26* as amended from time to time requires the municipality to adopt a bylaw to establish a Municipal Subdivision and Development Appeal Board or an Intermunicipal Subdivision and Development Appeal Board;

AND WHEREAS the Council of the Town of Pincher Creek wishes to join other area municipalities to establish the Chinook Intermunicipal Subdivision and Development Appeal Board;

AND WHEREAS the Chinook Intermunicipal Subdivision and Development Appeal Board is authorized to render decisions on appeals resulting from decisions of a Subdivision Authority or a Development Authority in accordance with the South Saskatchewan Regional Plan (SSRP), the *Municipal Government Act (MGA)*, the Subdivision and Development Regulation, the local Land Use Bylaw and statutory plans;

NOW THEREFORE, the Council of the Town of Pincher Creek in the Province of Alberta duly assembled, enacts as follows:

1. TITLE

This Bylaw may be cited as the Chinook Intermunicipal Subdivision and Development Appeal Board Bylaw.

2. AUTHORIZATION

Pursuant to section 627(1)(b) of the *MGA*, this bylaw hereby authorizes the municipality to enter an agreement with the other participating municipalities to establish the Chinook Intermunicipal Subdivision and Development Appeal Board.

3. DEFINITIONS

Appellant means the person who may file an appeal to the Board from decisions of a Subdivision Authority or a Development Authority in accordance with the *MGA*.

Board means the Chinook Intermunicipal Subdivision and Development Appeal Board established pursuant to this bylaw.

Board Member means an appointed member of the Chinook Intermunicipal Subdivision and Development Appeal Board appointed in accordance with this bylaw and who has obtained provincial training and certification.

Board Panel means the group of appointed Board Members actively sitting to hear and decide on an appeal at an appeal hearing.

Chair means the person elected from the Board panel members sitting to hear an appeal to act as the person who presides over the hearing and the procedures.

Chief Administrative Officer (CAO) means the individual appointed to the position for the municipality in accordance with the *MGA*.

Clerk means the person or persons who has completed training and is certified by the province and authorized to act as the administrative clerk for the Intermunicipal Subdivision and Development Appeal Board by the member municipality within which the appeal is held.

Conflict of Interest means both Common Law Bias and Pecuniary Interest.

Council means the Council of the Town of Pincher Creek.

Development Authority has the same meaning as in the *MGA*.

Hearing means a public meeting convened before the Board acting as a quasi-judicial body to hear evidence and determine the facts relating to an appeal of decisions of a Subdivision Authority or a Development Authority, prior to the Board making a decision on the matter subject to the appeal.

Municipality means the municipal corporation of the Town of Pincher Creek together with its jurisdictional boundaries, as the context requires.

Panel Member means an individual Board member participating in the group panel to hear an appeal.

Participating municipality means a municipality in the Province of Alberta who has entered into an agreement with other municipalities, as referred to in Section 2 of this bylaw, to establish the Chinook Intermunicipal Subdivision and Development Appeal Board.

Procedural guidelines means the policies, processes and administrative matters applicable to the filing of an appeal and conducting a hearing, and the roles, duties and conduct of Board members and Clerks.

Subdivision Authority has the same meaning as in the *MGA*.

Subdivision and Development Appeal Board has the same meaning as in the *MGA*.

Quorum means the minimum number of Board panel members required to hear an appeal.

Municipal Government Act (MGA) means the *Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26*, as amended from time to time.

Chinook Intermunicipal Subdivision and Development Appeal Board means the Board established by agreement to act as the Subdivision and Development Appeal Board.

All other terms used in this Bylaw shall have the meaning as is assigned to them in the Municipal Government Act, as amended from time to time.

4. APPOINTMENT OF THE BOARD

- (1) The Board is comprised of the member representative(s) as appointed by the participating municipalities.
- (2) A municipality may participate in the Chinook Intermunicipal Subdivision and Development Appeal Board without appointing individual representative(s) by utilizing the appointed Board Members of the other participating member municipalities to act on the municipality's behalf as its appeal body.
- (3) For each member municipality appointing individual Board Member representative(s) to the Chinook Intermunicipal Subdivision and Development Appeal Board, the appointment shall be made by resolution of Council. Appointed Board Members from a municipality shall consist of no more than three (3) members, with no more than one (1) being an elected official and the other two (2) being non-elected officials who are persons at large. If two (2) or less persons are appointed as members, they must be non-elected persons at large.
- (4) For those member municipalities appointing individual representative(s) to the Board, the remaining composition of the Board Panel Members shall be the appointed members from the other municipalities of the Chinook Intermunicipal Subdivision and Development Appeal Board.
- (5) Appointments to the Chinook Intermunicipal Subdivision and Development Appeal Board shall be made for a term of not more than three years. Reappointments must coincide with the successful completion of the mandatory provincial refresher training course to be taken every three (3) years.
- (6) Board Members may be appointed for a two (2) or three (3) year term, at the discretion of the municipality, for the purpose of establishing a staggered expiration of terms amongst the Board Members.
- (7) A Board Member may resign from the Chinook Intermunicipal Subdivision and Development Appeal Board at any time by providing written notice to the municipality to that effect.
- (8) Where Council has appointed a Board Member representative(s) for the municipality, Council may remove its individual appointed Board Member representative(s) at any time if:
 - a) in the opinion of Council, a Board Member is not performing his/her duties in accordance with the MGA, this Bylaw or the rules of natural justice,
 - b) a Board Member is absent for more than three (3) consecutive hearings to which he/she has been assigned to sit on the Board Panel without reasonable cause, or
 - c) a Board Member has participated in a matter in which that Board Member has a Conflict of Interest, contrary to the provisions of this Bylaw.

5. COMPOSITION

- (1) The Board Members of the Chinook Intermunicipal Subdivision and Development Appeal Board shall meet in Panels, and two (2) or more Panels may meet simultaneously. The Panels have all the powers, duties and responsibilities of the Subdivision and Development Appeal Board.
- (2) For the purpose of this Bylaw, the Board Panel formed from the appointed members of the Chinook Intermunicipal Subdivision and Development Appeal Board to hear an appeal, shall normally be composed of not less than three (3) persons, with no more than one (1) being an elected official.
- (3) Three (3) Board Members constitute a quorum of the Board Panel.
- (4) If a vacancy of an appointed Board member representative from a municipality shall occur at any time, the municipality may appoint another person to fill the vacancy by resolution of Council.
- (5) In the absence of the municipal appointed member representative(s) of the municipality in which the appeal originates being available to sit on a Panel, then the appointed Panel Member representative(s) from the other municipalities of the Chinook Intermunicipal Subdivision and Development Appeal Board shall form the composition of the Board Panel to hear and decide on a matter of appeal on behalf of the municipality.
- (6) Board Panel Members of the Chinook Intermunicipal Subdivision and Development Appeal Board shall not be members of a Municipal Subdivision Authority or Development Authority or municipal employees of the municipality in which the appeal is located.
- (7) A person appointed as a Board Member in accordance with this Bylaw must successfully complete and maintain the mandatory provincial training and certification prior to sitting on a Panel to hear an appeal.

6. COSTS AND REMUNERATION

- (1) Board Members may be entitled to reasonable remuneration for time and expenses relating to participating on a Board Panel.
- (2) Costs related to appeal hearings and the remuneration to Board Members shall be provided as specified in the intermunicipal agreement of the participating members of the Chinook Intermunicipal Subdivision and Development Appeal Board.

7. DUTIES OF THE INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD

- (1) The Chinook Intermunicipal Subdivision and Development Appeal Board shall hold hearings as required pursuant to the *Municipal Government Act* on a date to be determined by the Board.
- (2) The Board, and those Members who sit as a Board Panel hearing an appeal, shall govern its actions and hearings in respect of the processes and procedures as outlined in the Procedural Guidelines.

- (3) A Board Member may only participate in an appeal hearing if they have successfully completed the mandatory provincial training prior to the appeal hearing date.
- (4) The Board Panel may, at its discretion, agree to adjournments in respect of the processes and procedures as outlined in the Procedural Guidelines.
- (5) A Board Panel hearing an appeal shall appoint a Chair to preside over the proceedings prior to the commencement of the hearing.
- (6) An order, decision or approval made, given or issued by the Board Panel and under the signature of the Chair, or a Board Member acting as a designate, is the decision of the Board.
- (7) The Board Members shall conduct themselves in a professional, impartial and ethical manner and apply the principles of administrative justice and judicial fairness.
- (8) The Board Members shall consider and act in respect of the Chinook Intermunicipal Subdivision and Development Appeal Board Procedural Guidelines.
- (9) The Board does not have the jurisdiction or authority to award pecuniary or monetary awards or costs to any persons, entity or organization involved in an appeal.

8. APPEAL FILING

- (1) An appeal shall be filed in writing by an appellant, in accordance and in the manner prescribed in the *MGA*, to the municipality and include the payment of the applicable municipal appeal fee.
- (2) If there is a question about the validity of an appeal being filed, the Board Panel must convene the appeal hearing in accordance with the *MGA* to establish jurisdiction and then it may decide on the matter of validity. It shall be the responsibility of the Board Panel to make the determination of whether the appeal is valid.
- (3) In the event an appeal is abandoned or withdrawn in writing by the appellant, the Board Panel shall not be obliged to hold the appeal hearing referred to in the *MGA* unless another notice of appeal has been served upon the Board in accordance with the *MGA*.

9. CLERK RESPONSIBILITIES AND DUTIES

- (1) Council shall by resolution appoint a Clerk as a designated officer, or sub-delegate to its CAO the authority to appoint a Clerk or Clerks, for the specific purposes of providing administrative assistance to the Board in fulfilling its legislative duties.
- (2) The appointed Clerk shall attend all meetings and hearings of the Chinook Intermunicipal Subdivision and Development Appeal Board held in that member municipality, but shall not vote on any matter before the Board.
- (3) A person appointed as a Clerk to assist the Chinook Intermunicipal Subdivision and Development Appeal Board in accordance with this bylaw must have successfully completed the mandatory provincial training prior to assisting the Board in its legislative duties.

- (4) The Clerk, acting for the Board, shall accept on behalf of the Board appeals which have been filed with the municipality in relation to a decision of the Subdivision Authority or the Development Authority.
- (5) The Clerk of the Board shall keep records of appeals and proceedings for the municipality in which the appeal has been filed, as outlined in the Procedural Guidelines.


10. ADMINISTRATIVE

- (1) **Singular and Masculine** – Words importing the singular number shall include the plural number and vice versa and words importing one gender only in this Bylaw shall include all genders and words importing parties or persons in this Bylaw shall include individuals, partnerships, corporations, and other entities, legal or otherwise.
- (2) **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.

11. ENACTMENT

- (1) This bylaw shall come into effect upon third and final reading thereof.
- (2) This Bylaw rescinds Bylaw No. 1544-12, being the former municipal Subdivision and Development Appeal Board Bylaw, and any amendments thereto.

READ a **first** time this 8th day of April, 2019.




 Mayor



 Chief Administrative Officer –

READ a **second** time this 8th day of April, 2019.




 Mayor

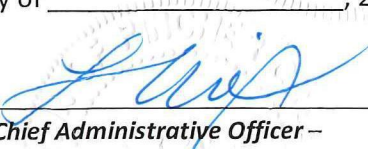


 Chief Administrative Officer –

READ a **third** time and finally PASSED this 8th day of April, 2019.



 Mayor



 Chief Administrative Officer –

AGREEMENT FOR CHINOOK INTERMUNICIPAL SUBDIVISION AND DEVELOPMENT APPEAL BOARD

Between

Oldman River Regional Services Commission
("Coordinator")

– and –

Town of Pincher
("Municipality")

Dated this 8 day of April, 2019

BACKGROUND

WHEREAS, the *Municipal Government Act, RSA 2000, C M-26 (MGA)*, as amended, requires the establishment of a Subdivision and Development Appeal Board and authorizes two or more Councils to jointly establish an Intermunicipal Subdivision and Development Appeal Board to exercise that function within their municipalities:

- A. The Member Municipality wishes to partner to create one Intermunicipal Subdivision and Development Appeal Board;
- B. The Oldman River Regional Services Commission is the Coordinator for the Intermunicipal Subdivision and Development Appeal Board;
- C. The Municipality is willing to join the Chinook Intermunicipal Subdivision and Development Appeal Board.

The Parties agree as follows:

1. BYLAW, PROCEDURES AND FEES

- 1.1 The Municipality shall pass a Bylaw establishing the Intermunicipal Subdivision and Development Appeal Board and authorize the Municipality to enter into this Agreement.
- 1.2 The Municipality agrees that the "Chinook Intermunicipal Subdivision and Development Appeal Board Procedural Guidelines" document shall govern the rules and procedures of the Intermunicipal Subdivision and Development Appeal Board, which may be amended, from time to time.
- 1.3 The Municipality agrees to pay the costs associated with the Board which shall be determined by the ORRSC Executive and published in an Annual Schedule of Fees.

2. DEFINITIONS

In this Agreement, unless the context provides otherwise, the following words or phrases shall have the following meanings:

“Appellant” means the person who may file an appeal to the Board from decisions of a Subdivision Authority or Development Authority in accordance with the *Municipal Government Act*.

“Board” means the Chinook Intermunicipal Subdivision and Development Appeal Board established by bylaw.

“Board Member” means an appointed member of the Chinook Intermunicipal Subdivision and Development Appeal Board appointed by Council and who has obtained provincial training and certification.

“Chinook Intermunicipal Subdivision and Development Appeal Board (SDAB)” means the Board appointed to hear appeals on subdivision and development established in accordance with *Municipal Government Act* s. 627 (1)(b).

“Clerk” means the person or persons who has completed training and is certified by the province and authorized to act as the administrative clerk for the Intermunicipal Subdivision and Development Appeal Board by the member municipality within which the appeal is held.

“Coordinator” means the Oldman River Regional Services Commission (ORRSC).

“Municipality” means is a municipality who has signed this Agreement.

3. MUNICIPALITY RESPONSIBILITIES

- 3.1 The Municipality shall be entitled to participate in the Intermunicipal Subdivision and Development Appeal Board once it enters into the Agreement and passes a Bylaw in the form attached as Schedule “A”.
- 3.2 The Municipality will pay a yearly fee to ORRSC for administering the Intermunicipal Subdivision and Development Appeal Board which shall be determined by the ORRSC Executive and published in an Annual Schedule of Fees.
- 3.3 The Municipality may select and appoint individual(s) to be a Board member(s) to be available to sit on a Panel for the Intermunicipal Subdivision and Development Appeal Board. If a vacancy on the Board occurs at any time, the Municipality who appointed the individual may appoint a new individual to fill the vacancy for the remainder of that term.
- 3.4 Any costs incurred to advertise and select a Board member(s) are the responsibility of the Municipality.
- 3.5 If the Municipality is required to hold an Appeal Hearing, the Municipality is responsible to pay all costs related to the hearing, including both Board member costs and hearing costs. The fees for the Board member costs shall be determined by the ORRSC Executive and published in an Annual Schedule of Fees. Board member costs include but are not limited to:
 - a) Board member per diems,
 - b) mileage,
 - c) meal allowance, etc.

- 3.6 The Municipality is responsible to provide a Clerk for the appeal hearing, which may be municipal staff or an ORRSC SDAB Clerk. In addition to Clerk costs, the Municipality shall be responsible for hearing costs including but are not limited to:
 - a) materials,
 - b) postage,
 - c) facility and /or equipment rental,
 - d) meal allowance,
 - e) mileage, etc.
- 3.7 If legal services are required for issues that relate to a specific appeal, the Municipality is responsible for engaging legal counsel of behalf of the SDAB Panel and are responsible for paying all costs associated with the legal services required.
- 3.8 The Municipality will make every reasonable effort to ensure information will be or is intended to be used to make a decision on an appeal is both complete and accurate, as per the Procedural Guidelines approved for the Appeal Board.

4. COORDINATOR RESPONSIBILITIES

- 4.1 The Coordinator will coordinate services for the Municipality and may assign any responsibilities to an ORRSC Clerk as deemed necessary.
- 4.2 The Coordinator shall keep a master list of all qualified Board members, their contact information and training.
- 4.3 The Coordinator is responsible for ensuring the Intermunicipal Subdivision and Development Appeal Board members receive training in accordance with the *Municipal Government Act* and associated regulations.
- 4.4 The Coordinator is responsible to assign a Panel of Board members (in consultation with the affected Municipality) to the SDAB, as described in the *Municipal Government Act* and in the Municipality's Intermunicipal Subdivision and Development Authority Bylaw.
- 4.5 The Coordinator will be responsible to manage the payment of Board member costs related to the Intermunicipal Subdivision and Development Appeal Board and will invoice the Municipality in accordance with the Annual Schedule of Fees.

5. TERM

- 5.1 The term of this Agreement shall be deemed as indefinite, provided, however, this Agreement may be terminated as follows:
 - a) by mutual consent, in which case, this Agreement will be terminated effective the date of the mutual consent and ORRSC will be entitled to payment of fees, on a pro rata basis, to the effective date of termination;
 - b) without cause or mutual consent, by delivery of a ONE (1) year notice of termination by either party, in which case ORRSC will be entitled to payment of fees and expenses.

6. DISPUTE RESOLUTION

- 6.1 All claims, disputes, and other matters arising out of this Agreement or relating to a breach thereof may, upon agreement of both parties, be referred to either:
- a) Mediation – voluntary, no risk, non-binding process bringing the parties to a resolution. The mediator will be appointed upon the agreement of both parties; or
 - b) Arbitration – upon the agreement of both parties, be referred to a single arbitrator under the *Arbitration Act*, and if so referred, the decision of the arbitrator shall be final, conclusive and binding upon the parties. If the parties are not able to agree on an arbitrator, the Alberta Court of Queen’s Bench shall select one. All costs associated with the appointment of the arbitrator shall be shared equally unless the arbitrator determines otherwise in accordance with the *Arbitration Act* of Alberta.

7. INDEMNIFICATION

- 7.1 The Municipality agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Oldman River Regional Services Commission, its Board, Executive, Director and Employees against all damages, liabilities or costs arising out of the coordination of an appeal, an appeal or disputes related an appeal.
- 7.2 The Municipality is solely responsible for the Appeal and compliance with the outcome of the Appeal.
- 7.3 In the furnishing of any services by the Coordinator, the Coordinator shall not assume any responsibility, obligations or duties in respect to the services.

8. NOTICES

- 8.1 Any notices or other correspondence required to be given to any party to this agreement shall be deemed to be adequately given if delivered to the Municipality.

9. FORCE MAJEURE

- 8.2 Each party reserves the right, at its option, either to suspend or cancel this Agreement, in whole or in part, at any time, without incurring any costs or damages whatsoever, where such suspension or cancellation is caused by force majeure, including, but not limited to, acts of God, the public enemy of the government, strikes or other labour disputes, fires, floods, freight embargoes, unusually severe weather or other contingencies beyond the control of either party.

10. SINGULAR AND MASCULINE

- 8.3 Words importing the singular number shall include the plural number and vice versa and words importing one gender only in this Agreement shall include all genders and words importing parties or persons in this Agreement shall include individuals, partnerships, corporations, and other entities, legal or otherwise.

11. GOVERNING LAW

11.1 This Agreement shall be deemed to have been made in accordance with the laws of the Province of Alberta. The Courts of Alberta shall have sole and exclusive jurisdiction over any dispute or lawsuit between the parties.

12. INTERPRETATION

12.1 The headings in the Agreement are for ease of reference only and shall not affect the meaning or the interpretation of this Agreement.

13. SUCCESSORS

13.1 This Agreement shall inure to the benefit of and be binding upon the Parties and, except as herein before provided, the successors and assigns thereof.

14. ENTIRE AGREEMENT

14.1 This Agreement is the whole agreement between the parties and may not be modified, changed, amended or waived except by signed written agreement of the parties.

15. COUNTERPART


15.1 This Agreement may be executed in any number of counterparts by the parties. All counterparts so executed shall have the same effect as if all parties actually had joined in executing one and the same document.

16. EFFECTIVE DATE

16.1 This Agreement becomes effective April 1, 2019.

The parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers.

OLDMAN RIVER REGIONAL SERVICES COMMISSION

PER: 


Director

PER: 

Chair

"MUNICIPALITY"
PER: Laurie Wilgosh 

Chief Administrative Officer

PER: Don Anderberg 

Mayor



This is to verify that

Brian McGillivray

*has successfully completed the Subdivision and Development Appeal Board Member
Training Program*

on

May 6, 2021

A blue ink handwritten signature, appearing to read "Susan McRory", is written over a horizontal line.

Susan McRory
Chair
Municipal Government Board



2021-July 28

Mayor Don Anderberg
Pincher Creek Alberta

Dear Mayor Anderberg

Please find attached the quarterly Community Policing Report that covers the April 1st to June 30th, 2021 reporting period. The attached report serves to provide a quarterly snapshot of the human resources, financial data and crime statistics for the Pincher Creek Detachment.

The Alberta RCMP remains committed to enhancing trust with the communities it serves. Body Worn Cameras are one way to enhance trust by increasing transparency of police interactions with citizens. We want to ensure all Albertans have the confidence that the justice system is there to protect them. As such, included in this Community Policing Report package is an information package on Body Worn Cameras, which will slowly be phased into operations over the latter stages of the year. In terms of costing, the Federal Government recognizes that this was not in the multi-year financial plans for Contract Partners, and thus has agreed to fund the first 3 years of the roll-out. This will further provide some time for Contract Partners to factor this into their future planning processes (i.e. MYFP). As we are still assessing the rollout, we are unable to provide community-specific cost estimates. Once costing is known, we will provide financial forecasting to our communities with Municipal Policing Service Agreements.

Our first priority is always the safety and security of Albertans, and this reporting along with your valued feedback will allow us to assess and enhance our policing service to ensure we are meeting your needs on an ongoing basis. Accountability, efficacy, and transparency are the cornerstones of our service delivery as we continue to address the priorities that are important to your community.

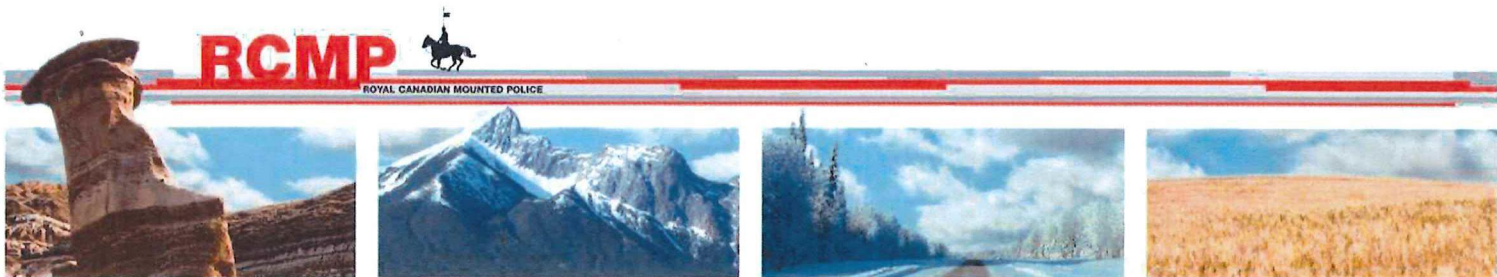
As the Chief of Police for your community, please feel free to contact me if you have any questions or concerns.

Sgt Ryan Hodge
Detachment Commander
Pincher Creek RCMP

RECEIVED

JUL 29 2021

Town of Pincher Creek



RCMP Provincial Policing Report

Detachment	Pincher Creek Provincial
Detachment Commander	Sgt Ryan HODGE
Quarter	Q1 2021
Date of Report	2021-07-28

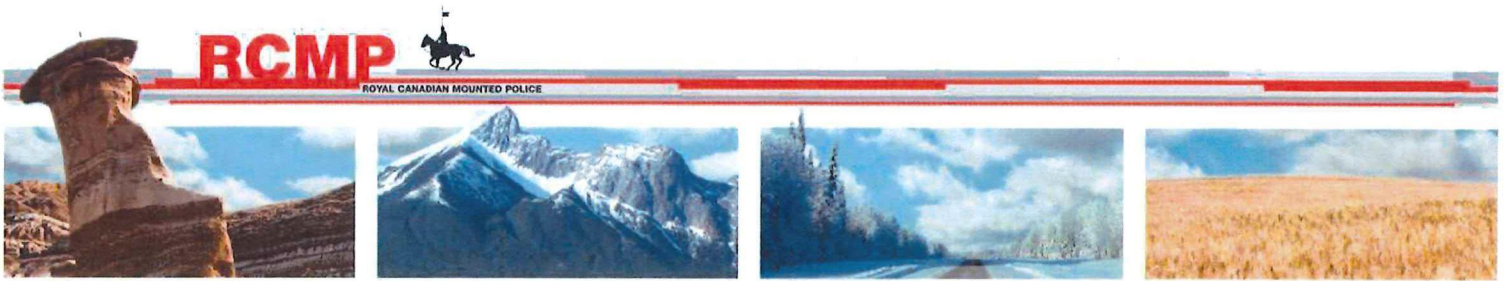
Community Consultations

Date	Attendee(s)	Notes
2021-04-01	Town of Pincher Creek MD of Pincher Creek Waterton National Park	Q1: Consultation is complete with the community and priorities have been set and agreed to by officials. Still awaiting signed documents back. The consultation meeting was open to the public and advertised within the community newspapers and on social media.
2021-05-19	PAC Committee members, MD Pincher Creek Town of Pincher Creek	May 19 - PAC meeting attended. No new concerns arising. Still great support for the RCMP in the community. St Michael's School very happy with Cst Robbins as the liaison member. Many opinions that the RCMP is the preferred choice of a policing service for the province of Alberta. Representation from the MD of Pincher Creek and Town of Pincher Creek at the meeting.
2021-05-21	ID of Waterton members	May 21 - Meeting with the ID of Waterton board.



Community Priorities

<p>Priority 1</p>	<p>Police / Community Relations - Police Visibility</p>
<p>Current Status & Results</p>	<p>There has been a noticeable improvement in the use of the APP Tracker and this continues to demonstrate what a useful tool it is for tracking daily activities in support of the community. The APP Tracker makes is easier for data input by the members.</p>
<p>Priority 2</p>	<p>Enhance Road Safety</p>
<p>Current Status & Results</p>	<p>Rural patrols and visibility is far exceeding expectations. Majority of patrols are by Cst Dennis but all members are making an effort in this area. School patrols are on track despite school visits not being open throughout the spring due to COVID restrictions. Based on the APP Tracker there were at least 5 enforcement initiatives taken during the quarter with a large focus on May Long Weekend. JFO and check stops were very restricted due to COVID safety measures</p>
<p>Priority 3</p>	<p>Crime Reduction - Prevent and Reduce property crimes</p>
<p>Current Status & Results</p>	<p>The first quarter has seen a great increase in clearance rates with 38% of property crime being cleared positively. Property crime is also reduced significantly by 29% at the end of May. There are 2 HOM persons being focussed on within the detachment and overall detachment intelligence lead policing is doing very well with support from District Analysts and team work being supported in the unit.</p>



Crime Statistics¹

The following table provides policing statistics on actual offences within the periods listed. Please see Appendix for additional information and a five-year comparison.

Category	April - June			January - December		
	2020	2021	% Change Year-over-Year	2019	2020	% Change Year-over-Year
Total Criminal Code	132	150	14%	718	650	-9%
<i>Persons Crime</i>	39	38	-3%	135	131	-3%
<i>Property Crime</i>	54	78	44%	320	335	5%
<i>Other Criminal Code</i>	39	34	-13%	263	184	-30%
Traffic Offences						
<i>Criminal Code Traffic</i>	22	14	-36%	90	97	8%
<i>Provincial Code Traffic</i>	164	257	57%	1,469	934	-36%
<i>Other Traffic</i>	2	0	-100%	10	15	50%
CDSA Offences	8	3	-63%	14	24	71%
Other Federal Acts	10	4	-60%	29	38	31%
Other Provincial Acts	56	58	4%	357	264	-26%
Municipal By-Laws	6	11	83%	24	15	-38%
Motor Vehicle Collisions	47	51	9%	281	309	10%

¹ Data extracted from a live database (PROS) and is subject to change over time.

Trends/Points of Interest





Provincial Police Service Composition²

Staffing Category	Established Positions	Working	Soft Vacancies ³	Hard Vacancies ⁴
Police Officers	11	11	2	0
Detachment Support	3	3	0	0

² Data extracted on June 30th, 2021 and is subject to change over time.

³ Soft Vacancies are positions that are filled but vacant due to maternity/paternity leave, medical leave, etc. and are still included in the overall FTE count.

⁴ Hard Vacancies reflect positions that do not have an employee attached and need to be filled.

Comments

Police Officers - Of the 11 established positions, 2 officers are on special leave (1 Medical, 1 Parental), both of these positions are backfilled to ensure coverage

Detachment Support - The 3 established support positions are currently filled.

Quarterly Financial Drivers



**Pincher Creek Provincial Detachment
Crime Statistics (Actual)
Q1: 2017 - 2021**

All categories contain "Attempted" and/or "Completed"

July 6, 2021

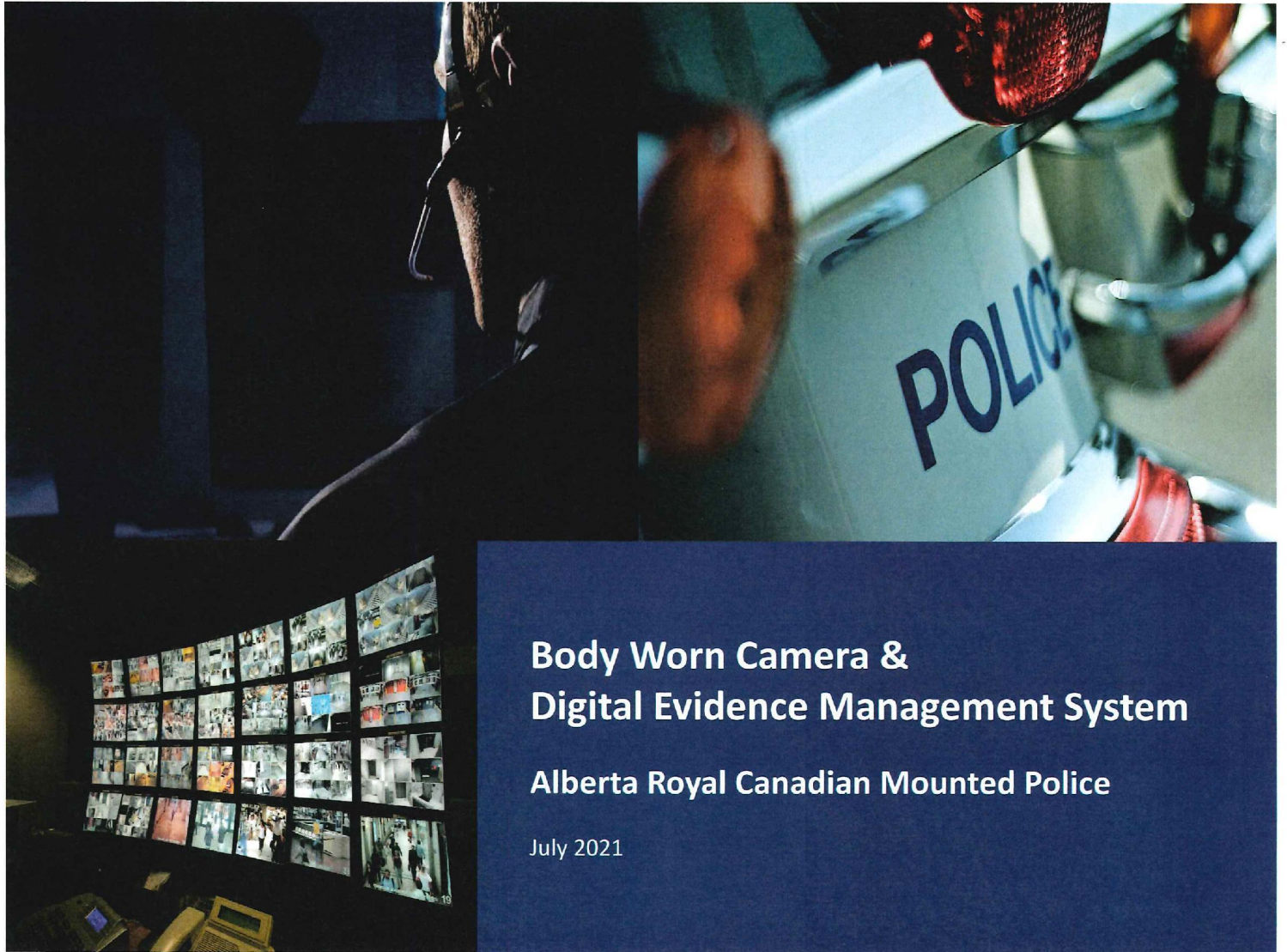
CATEGORY	Trend	2017	2018	2019	2020	2021	% Change 2017 - 2021	% Change 2020 - 2021	Avg File +/- per Year
Homicides & Offences Related to Death		0	0	0	0	0	N/A	N/A	0.0
Robbery		0	0	0	1	2	N/A	100%	0.5
Sexual Assaults		3	4	2	2	1	-67%	-50%	-0.6
Other Sexual Offences		0	3	1	0	0	N/A	N/A	-0.3
Assault		12	15	23	22	19	58%	-14%	2.1
Kidnapping/Hostage/Abduction		0	0	0	0	0	N/A	N/A	0.0
Extortion		0	0	0	1	0	N/A	-100%	0.1
Criminal Harassment		2	6	6	6	8	300%	33%	1.2
Uttering Threats		6	7	14	7	8	33%	14%	0.4
TOTAL PERSONS		23	35	46	39	38	65%	-3%	3.4
Break & Enter		11	23	11	4	5	-55%	25%	-3.1
Theft of Motor Vehicle		3	9	10	3	5	67%	67%	-0.2
Theft Over \$5,000		2	4	1	0	2	0%	N/A	-0.4
Theft Under \$5,000		53	35	36	20	33	-38%	65%	-5.5
Possn Stn Goods		4	4	5	1	2	-50%	100%	-0.7
Fraud		7	11	14	9	10	43%	11%	0.4
Arson		0	0	0	0	0	N/A	N/A	0.0
Mischief - Damage To Property		0	0	0	12	11	N/A	-8%	3.4
Mischief - Other		26	17	36	5	10	-62%	100%	-4.4
TOTAL PROPERTY		106	103	113	54	78	-26%	44%	-10.5
Offensive Weapons		2	0	3	0	4	100%	N/A	0.4
Disturbing the peace		18	20	17	18	18	0%	0%	-0.2
Fail to Comply & Breaches		23	24	36	18	7	-70%	-61%	-3.8
OTHER CRIMINAL CODE		6	6	4	3	5	-17%	67%	-0.5
TOTAL OTHER CRIMINAL CODE		49	50	60	39	34	-31%	-13%	-4.1
TOTAL CRIMINAL CODE		178	188	219	132	150	-16%	14%	-11.2

**Pincher Creek Provincial Detachment
Crime Statistics (Actual)
Q1: 2017 - 2021**

All categories contain "Attempted" and/or "Completed"

July 6, 2021

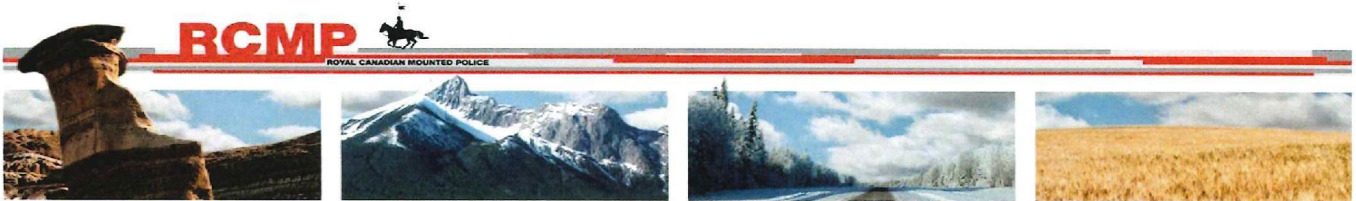
CATEGORY	Trend	2017	2018	2019	2020	2021	% Change 2017 - 2021	% Change 2020 - 2021	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		4	4	2	7	1	-75%	-86%	-0.3
Drug Enforcement - Trafficking		6	0	0	1	2	-67%	100%	-0.7
Drug Enforcement - Other		0	0	0	0	0	N/A	N/A	0.0
Total Drugs		10	4	2	8	3	-70%	-63%	-1.0
Cannabis Enforcement		0	0	0	0	0	N/A	N/A	0.0
Federal - General		0	4	6	2	1	N/A	-50%	0.0
TOTAL FEDERAL		10	8	8	10	4	-60%	-60%	-1.0
Liquor Act		50	42	40	13	16	-68%	23%	-9.7
Cannabis Act		0	0	0	1	1	N/A	0%	0.3
Mental Health Act		9	13	5	20	18	100%	-10%	2.5
Other Provincial Stats		28	28	28	22	23	-18%	5%	-1.6
Total Provincial Stats		87	83	73	56	58	-33%	4%	-8.5
Municipal By-laws Traffic		0	0	1	0	0	N/A	N/A	0.0
Municipal By-laws		6	5	7	6	11	83%	83%	1.1
Total Municipal		6	5	8	6	11	83%	83%	1.1
Fatals		0	0	0	0	0	N/A	N/A	0.0
Injury MVC		1	4	3	3	2	100%	-33%	0.1
Property Damage MVC (Reportable)		49	53	42	37	44	-10%	19%	-2.6
Property Damage MVC (Non Reportable)		7	6	2	7	5	-29%	-29%	-0.3
TOTAL MVC		57	63	47	47	51	-11%	9%	-2.8
Roadside Suspension - Alcohol (Prov)		0	0	0	0	3	N/A	N/A	0.6
Roadside Suspension - Drugs (Prov)		0	0	0	0	0	N/A	N/A	0.0
Total Provincial Traffic		460	368	556	164	257	-44%	57%	-61.0
Other Traffic		5	2	5	2	0	-100%	-100%	-1.0
Criminal Code Traffic		20	26	25	22	14	-30%	-36%	-1.6
Common Police Activities									
False Alarms		20	30	6	9	20	0%	122%	-2.1
False/Abandoned 911 Call and 911 Act		17	17	23	7	15	-12%	114%	-1.4
Suspicious Person/Vehicle/Property		21	22	32	26	22	5%	-15%	0.6
Persons Reported Missing		6	3	5	6	10	67%	67%	1.1
Search Warrants		0	0	0	0	1	N/A	N/A	0.2
Spousal Abuse - Survey Code (Reported)		6	6	15	6	4	-33%	-33%	-0.4
Form 10 (MHA) (Reported)		0	0	0	1	0	N/A	-100%	0.1



Body Worn Camera & Digital Evidence Management System

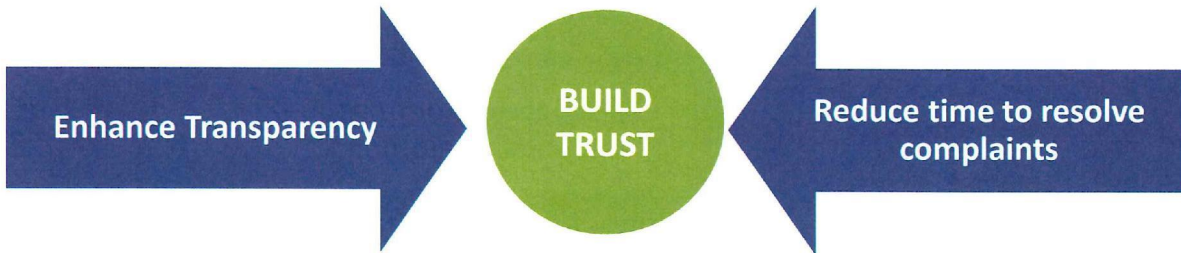
Alberta Royal Canadian Mounted Police

July 2021

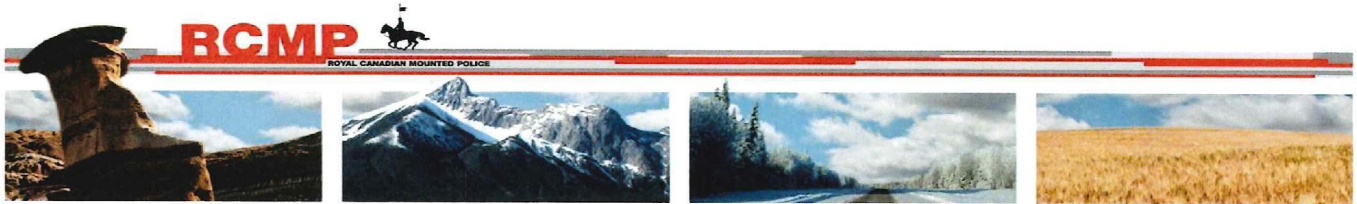


Why Body Worn Cameras?

- Body Worn Cameras (BWC) are intended to overtly capture an accurate, unbiased and reliable audio/video account of incidents involving uniformed police
- Increasingly deployed by police in Canada and internationally to:



- Other potential benefits?
 - a reduction in the number of public complaints
 - increased usage of video evidence in court proceedings resulting quicker resolution



Why Now?

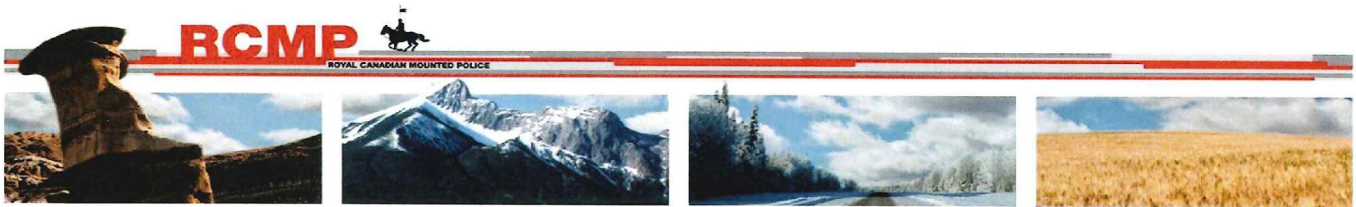
- The RCMP is committed to enhancing trust with the communities it serves. One way to increase trust is by increasing transparency of police interactions with citizens.
- BWCs alone are not expected to change behavior; this is **one part** of a comprehensive RCMP strategy to address systemic racism.



“

Providing body-worn cameras to RCMP officers is viewed as an important step to strengthening RCMP trust, transparency and accountability, with a focus on strengthening trust and relationships with racialized and Indigenous communities.”

Fall Economic Statement 2020



Initiative Objectives

Improved evidence gathering and prosecutions

Improved transparency and accountability for police leading to increased public trust confidence in police

Timely resolutions or withdrawal of complaints upon video viewing

Improved police and public behaviour

Work is underway to identify specific metrics to measure the achievement of results



What we know



BWC will become a ***national standard*** for RCMP members that are interacting directly with communities.



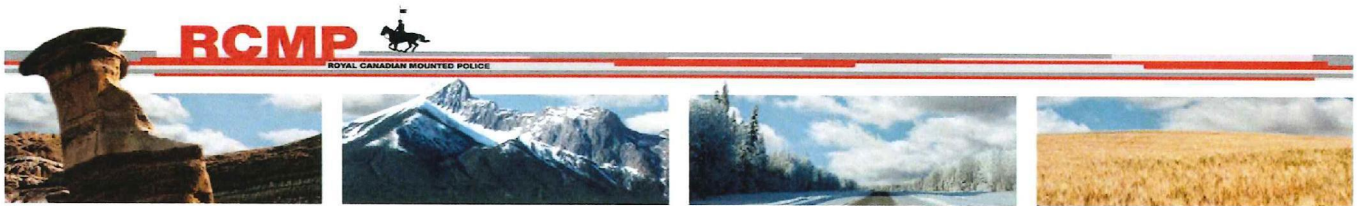
Based on research, the RCMP estimates BWCs will cost \$2000-\$3000 per camera per year. Accurate numbers will be confirmed once a vendor is in place. The Federal Government will fund the first 3 years of the roll-out.



There is an expectation that BWC will start to be rolled out in Fall 2021 and an understanding that **roll-out could take up to 18 months**.



Once a vendor is selected, **implementation will be phased**. Pilot projects in various settings (e.g., rural, remote, and urban) are expected to assist in refining and adjusting procedures and training materials prior to broad implementation.



Next Steps in Alberta

- Contract partners cannot opt out of BWC. This will be part of RCMP standards. There will, however, be some flexibility with respect to unique/local requirements for the deployment of additional BWC.
- Once exact costs are known we will provide financial forecasting to our communities with Municipal Policing Services Agreements.



Town of Pincher Creek
COUNCIL DISTRIBUTION LIST
August 23, 2021

<u>Item No.</u>	<u>Date</u>	<u>Received From</u>	<u>Information</u>
1.	July 14, 2021	STARS	Thank you
2.	July 27, 2021	Town of Claresholm	Letter to Premier Jason Kenney
3.	July 22, 2021	Citizen	Thank you
4.	July 28, 2021	Big Lakes County	Letter of Support for RCMP, Big Lakes County
5.	July 29, 2021	Jobs, Economy, and Innovation	Economic Development for Elected Officials launch
6.	July 29, 2021	Kootenai Brown Pioneer Village	upcoming events
7.	July 29, 2021	Canadian Association of Police Governance	Legal Boundaries/Guidelines of Police Governance
8.	July 29, 2021	Cerebral Palsy Alberta	World Cerebral Palsy Day
9.	July 29, 2021	Gerald Arksey/My Civic Apps	Information on mobile app
10.	August 4, 2021	Benga Mining	Appeal Letter
11.	August 4, 2021	Bev Thornton/Alberta Southwest Board	May 5, 2021 approval of minutes/ Bulletin
12.	August 5, 2021	STARS	Thank you
13.	August 10, 2021	Benga Mining	Letter
14.	August 10, 2021	Victoria Chester Alberta Assoc. of Police Governance	Statistics Canada Engagement Document
15.	August 10, 2021	Les Hagen Action on Smoking and Health	Letter
16.	August 9, 2021	Lindsey Paterson	Animal Control Quarterly Report
17.	August 17, 2021	Municipal Services and Legislation	Engagement Sessions on the Libraries Act Legislation and Red Tape Reduction
18.	August 16, 2021	Child and Youth Well-Being Panel Secretariat	Invitation to August 24, 2021 Telephone Town Hall for the Child and Youth Well-Being Review



**Town of Pincher Creek
COUNCIL DISTRIBUTION LIST
August 23, 2021**

<u>Item No.</u>	<u>Date</u>	<u>Received From</u>	<u>Information</u>
19.	August 18, 2021	Alberta Association of Police Governance	Police Governance Post; AAPG Spring-Summer Newsletter
20.	August 19, 2021	Osler, Hoskin & Harcourt LLP	Letter
21.	August 19, 2021	Village of Elnora	Letter re Support for RCMP