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**AGENDA**  
**TOWN OF PINCHER CREEK**  
**AND**  
**MUNICIPAL DISTRICT OF PINCHER CREEK #9**

Special Joint Council Meeting  
Tuesday, February 21<sup>st</sup>, 2023 – 6:00 p.m.  
Council Chambers

M.D. of Pincher Creek Administration Building  
1037 Herron Avenue, Pincher Creek, AB

*Dinner – 5:30 p.m., meeting to follow 6:00 p.m.*

1. **Call to Order**

2. **Agenda Approval**

3. **Old Business**

- 3.1 Sewage Disposal Facilities
- 3.2 Commercial Recycling – Eco-Centre

4. **New Business**

- 4.1 Curling Club RFP costing review
- 4.2 2023 Proposed Joint Visioning/Planning

5. **Round Table**

6. **Closed Session**

- 6.1 ICF – Recreation Funding Agreement
- 6.2 Pincher Creek Emergency Services Funding Ratio – Review
- 6.3 **Delegation** Dr. Sandra Duke.

7. **Next Meeting Date**

8. **Adjournment**

**TOWN OF PINCHER CREEK AND MUNICIPAL DISTRICT OF PINCHER CREEK #9**

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**Survey sent out to ARMAA members in all zones Dec 20, 2022**

*There are a significant number of acreages within our rural municipality that require the services of a vac truck for septic clean out. The Town located within our boundary is considering halting the ability for commercial vehicles to dispose of septic waste into the Town's wastewater treatment system. The Town has had a couple of incidents within the last couple of years that severely damaged their lagoon system, which in turn, was a significant cost to repair in order to get the system working properly again.*

*We don't know how they are currently monitoring what is going into the system. We are wondering if any other rural municipalities have had to deal with this issue, or similar issue. Also, how the two municipalities either came up with a plan or if the rural now had to undertake providing the service in some other way. Any help would be greatly appreciated.*

**Responses**

**County of Northern Lights**

Yes the County has had to deal with this type of issue. We have 3 haulers in our county who utilized a sewage lagoon owned and operated by the County. It was never designed for that, and we have had to spend a considerable amount of money cleaning it out and rehabbing. In the meantime, we developed an agreement with the three haulers and they paid for the ability to dump at our lagoon. I have attached the agreement for your purposes. If further information is required our DPW or Utilities Supervisor could respond in more detail after the New Year.

**Big Lakes County**

Our situation is somewhat similar but we have our own lagoon systems. Our Town has halted all commercial haulers' use of their system. We have assigned keys to haulers with a call/text to access agreement. We monitor these remote sites with trail cams to verify the haulers use. The volumes are honor system based. We only have 4 commercial haulers in our area with one out of town contractor that provides septic service to a local festival.

This system is working well for us but ideally there would be a monitored septic receiving station like the town of Swan Hills uses (\$10/m<sup>3</sup>) or Aquaterra in Grande Prairie (\$16/m<sup>3</sup>). They are Flowpoint systems.

The hauler cam locks on to the receiving port, enters their account info, the system accepts the waste, records volume, passes it through a grinder pump if equipped, randomly samples for hydrocarbons and submits the transaction to the billing software.

We don't have the volumes to support this type of system (or electricity) but this may be a worthwhile venture for your town or a joint venture to protect the Town's system, generate a bit

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of income and protect your municipality from having to build and maintain a major piece of infrastructure.

**Camrose County**

We no longer allow any septic trucks or hydrovac to dispose of waste in any of our lagoons unless it is work being performed for Camrose County typically. An option that the Town of Bashaw had installed was a Muffin Monster receiving location that monitors the PH and presence of hydrocarbons in the incoming waste stream and can shut the inlet off to prevent contamination.

**Beaver County**

Beaver County has experienced this issue with of our urban neighbours due to limited capacity in their sewage lagoons. The private haulers have had to find an alternate dump location. The County is not involved.

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**Curling Rink Project Proposal**

Town Council invited the M.D. Council to participate in the Curling Rink Task Force, which was established to review the RFP's for the Design Build Curling Rink proposal. The RFP process was meant to confirm a realistic cost estimate for the proposal. The M.D. Council chose not to participate on the Task Force and recommended a Joint Council meeting. Town Council decided to go ahead with the RFP review in order to work within our construction seasons and timeframes.

The Task Force has recommended the preferred RFP and a consultant to oversee the project, and it was presented to Council at the February 2nd, 2023 Council meeting. At the February 13<sup>th</sup> meeting Council made the following resolutions:

Barber – That Council for the Town of Pincher Creek approve the proposal to construct a new Town owned curling rink facility on the land described as Plan 3880BD, Block E and Plan 3562GP, Block #, roll # 0440000 as discussed.

The mayor requested a recorded vote. Cllr's. Wright, Nodge and Green – opposed, Mayor Anderberg, Cllr's. Cleland, Barber, and Oliver – in favor. Motion carried.

Barber – That Council for the Town of Pincher Creek direct administration to amend the 2023 Capital Budget to include an additional \$2,750,000 for the curling rink facility project to be funded through long term financing. Cd

Barber – that Council for the Town of Pincher Creek direct administration to prepare a Borrowing Bylaw for up to \$4,000,000 to be brought back to the February 27, 2023 Council meeting, cd.

Barber – That the Town of Pincher Creek provide formal approval to apply for the Green and Inclusive Building grant for new construction of a community curling rink, cd.

Alternate potential funding sources: CFEP grant - \$1,000,000

- Green and Inclusive Building Grant – 60% funding for Net Zero Construction
- Local government and commercial donations
- Municipal Reserves

It is anticipated that construction will begin in late spring 2023, and completed in late summer 2024.

Any further information will be shared at the Joint Council meeting.

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**Joint Town and M.D. Visioning/Capital Planning Session**

Discussion items: What to cover:

Buildings, land, new facilities, ICF and capital improvements


Regional Growth - Vision

Other: Updates to Intermunicipal Development Plan and Municipal Development Plans

**TOWN OF PINCHER CREEK AND MUNICIPAL DISTRICT OF PINCHER CREEK #9**

Special Joint Council Meeting Tuesday, February 21<sup>st</sup>, 2023 – 6:00 p.m.

**CLOSED - Recommendation to Joint Council**

<b>TITLE: ICF Recreation Agreement Updates</b>		
<b>PREPARED BY: MD</b>	<b>DATE: February 15, 2023</b>	
<b>APPROVALS:</b>		<b>ATTACHMENTS:</b>
		<b>1. ICF Rec Agreement</b>
<b>CAO</b>	<b>Date</b>	

**RECOMMENDATION:**

**That the Councils for both the Town of Pincher Creek and the MD of Pincher Creek direct the ICF Committee to amend the Recreation Agreement as follows:**

- 1. That Section 1(c) include only direct salary costs;**
- 2. That Section 3 include that the MD will contribute 33.3% of the net operating loss, or 3% more of the previous year contribution, whichever is lower;**
- 3. That Section 8 change from May 31 to Mar 15;**
- 4. That Section 15 be removed; and**
- 5. That Schedule A be amended to replace any acronym with the correct terminology and add an address to each respective facility; and further**

**And Further; that the ICF Committee recommend that each respective Council adopt the changes as discussed.**

**BACKGROUND:**

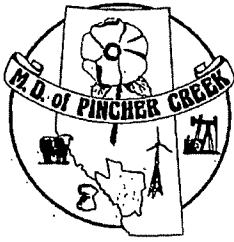
1. That Section 1(c) include only direct salary costs. The MD does not feel it was the intent, nor is fair or equitable to pay any portion of senior administration salaries through the ICF agreement. Salary costs that the Town is required to pay for, regardless of the operation of recreation facilities (indirect salaries), should be paid solely by the Town. The MD will to continue to pay for direct operational costs required to operate the recreation facilities.
2. That Section 3 include that the MD will contribute 33.3% of the net operating loss, or 3% more of the previous year contribution, whichever is lower. The MD does not feel it is fair or equitable to be held responsible for the operational decisions which cause significant swings in the net operating loss for recreation within any given year. The MD wishes for more stable and predictable funding while supporting the Town.
3. That Section 8 change from May 31 to Mar 15. Administration from both the MD and Town acknowledge that May 31 is not practical, as information is required prior to passing any property tax bylaw.

**CLOSED - Recommendation to Joint Council**

4. That Section 15 be removed as it is irrelevant heading into 2023.
5. That Schedule A be amended to replace any acronym with the correct terminology and add an address to each respective facility.

**FINANCIAL IMPLICATIONS:**

TBD



## Recreation Agreement

This agreement made this 13<sup>th</sup> day of March, 2020

### Town of Pincher Creek

962 St. John Avenue  
Box 159, Pincher Creek, AB  
T0K 1W0

(hereinafter referred to as "the Town")

**AND**

### Municipal District of Pincher Creek No. 9

1037 Herron Ave  
Box 279, Pincher Creek, AB  
T0K 1W0

(hereinafter referred to as "the MD")

**WHEREAS** the Municipal Government Act, R.S.A. 2000, Chapter M-26, and amendments thereto provides for Councils of the Town of Pincher Creek (Town) and the Municipal District of Pincher Creek No. 9 (MD) to enter into agreements for the performance of any matter considered a mutual benefit to their respective Municipalities;

**WHEREAS** the MD and the Town want to ensure effective intermunicipal relationships through collaboration, cooperation and communication efforts;

**WHEREAS** it is recognized that the Town of Pincher Creek owns and operates the infrastructure for recreation facilities and programs of mutual benefit for residents of the Town and MD, and;



## Item 6.1

**WHEREAS** it is recognized that the Municipal District of Pincher Creek No. 9 owns and operates infrastructure for recreation facilities and programs of mutual benefit for residents of the MD and Town, and;

**WHEREAS** the Town and the MD recognized the importance of the facilities to their residents and wish to fairly contribute to the operating costs and capital costs to ensure the sustainability of these facilities so that Residents can continue to enjoy access;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. In this Agreement, the following terms shall mean:
  - a. "Annual Contribution", shall mean the financial contribution to the Town or Operating Society to be used towards current operating and maintenance costs for municipally owned and /or operated recreation facilities.
  - b. "Capital Cost" shall mean the cost of new facilities, expansion or retrofits to existing municipal facilities and intensification of use of the exiting municipal facilities which follow generally accepted accounting principles;
  - c. "Current Operating and Maintenance Costs" shall mean those expenditures necessary for the ongoing operation and maintenance of municipally owned and operated recreation facilities, but does not include Capital Costs within a calendar year. Current operating and maintenance costs may include salaries, contract services, repairs and maintenance, training, purchase of materials, goods and supplies, utilities etc.
2. The MD and the Town agree to share operational costs on an annual basis, calculated from the previous year's actual costs of the operating and maintenance for the recreation facilities that both municipalities agree are a shared facility.
3. The annual cost share shall be calculated based upon 66.6% of the cost to the Town of Pincher Creek and 33.3% of the cost to the Municipal District No. 9 of the net costs for the previous Calendar year. All revenue from facilities will be deducted.
4. In exchange for the contributions, residents of the Municipal District of Pincher Creek No. 9 and the Town of Pincher Creek shall enjoy access to and use of the recreation facilities described in Schedule A. Shared Recreation Facilities. Programs will be available on an equal basis with equal access to both Municipalities residents without any additional levy or charge to the Town and MD residents.
5. The Term of this Agreement shall commence on January 1, 2020 and remains in effect until both the Town and the MD agree to renegotiate the agreement.

## Item 6.1

6. Review of this Agreement, as a component of the Intermunicipal Collaboration Framework Agreement, will be conducted at a minimum of every five years, or as mutually agreed. If a party wishes to amend this agreement they shall give ninety (90) days written notice to the other party.
7. The Town and the MD acknowledge and agree that they will maintain open collegial cooperative communication regarding recreation needs through:
  - a. The ICF Committee meetings
  - b. Exchange of information regarding the operations on a regular basis
  - c. Monitor and discuss unexpected expenditures
  - d. Address unforeseen developments in regards to recreational needs, including anticipated future needs
8. The Town will provide by May 31, of the subsequent calendar year, the trial balance for the previous calendar year's operating costs. The MD will provide for the Town of the subsequent calendar year, the trial balance for the previous calendar year's operating costs. The Town and MD will endeavour to provide each other with their three (3) year budget for recreation on or before December 31, with the exception of unforeseen circumstances that may require additional time.
9. In the event of a dispute between the Signatories about the interpretation or application of any of the terms, covenants, changes or conditions contained within this Agreement has been given, the Signatory representative shall adhere to the following steps to resolve the matters:
  - i. Step One (1) - Negotiation (face to face between the parties); and
  - ii. Step Two (2) - Mediation and/or Facilitation in accordance with Dispute Resolution Process and Schedule "F" which form part of the ICF Agreement
  - iii. Step Three (3) - Arbitration in accordance with Schedule "F".
10. Any communication regarding financial matters or requests for changes to this Agreement must be in writing and will be delivered by hand or be mailed to the addresses written above.

## Item 6.1

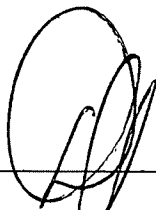
11. The Town of Pincher Creek shall indemnify and hold harmless the Municipal District of Pincher Creek No. 9 (MD), their employees, agents and/or assigns, from any or all claims, demands, actions and costs whatsoever that may arise, directly or indirectly out of any act or omission of its employees or agents in the performance by the MD of this agreement. Such indemnification shall survive the termination of the Agreement.
12. The Municipal District of Pincher Creek No. 9 (MD) shall indemnify and hold harmless the Town of Pincher Creek (Town), their employees, agents and/or assigns, from any or all claims, demands, actions and costs whatsoever that may arise, directly or indirectly out of any act or omission of its employees or agents in the performance by the Town of this agreement. Such indemnification shall survive the termination of the Agreement.
13. This Agreement shall constitute the entire Recreation Agreement between the parties and the parties acknowledge that there are no other representations, conditions or warranties with respect to the Agreement other than those which are contained herein. The parties further agree that this Agreement shall supersede any and all other agreements that provide for the provision of recreation services that may be in existence, thereby rendering any other documentation null and void.
14. This Agreement shall be governed by the laws of the Province of Alberta and the Courts of the Province of Alberta shall have exclusive jurisdiction over any unresolved dispute arising here from.
15. The MD will increase its annually contributions over the next 3 years, to achieve the 33.3 % level by the end of the 2023 Budget following the agreed schedule of increases: 2021 to 29.1%, 2022 to 31.2% and 2023 to 33.3 % of all operational deficits for the Rec ~~Master Plan~~ *Operations* for the Town and MD of Pincher Creek.
16. Both Municipalities agree to explore the Capital costs of the infrastructure and jointly plan for expansions and replacement as these options become available or necessary. We agree that these opportunities shall be referred to the ICF Committee for deliberation, and then to both Councils for decision. Individual agreements for such improvements are outside this agreement, but the need to address them jointly is covered herein.


**Item 6.1**

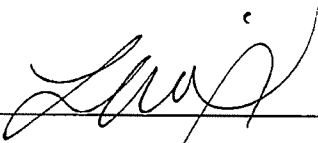
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below:

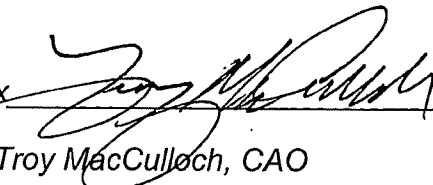
Enacted by the Town of Pincher Creek this 23 day of MARCH, 2020.

Enacted by the Municipal District of Pincher Creek No. 9 this 24 day of March, 2020.

x   
\_\_\_\_\_  
Don Anderberg, Mayor  
Town of Pincher Creek

x   
\_\_\_\_\_  
Brian Hammond, Reeve,  
Municipal District of Pincher Creek No. 9

x   
\_\_\_\_\_  
Laurie Wilgosh, CAO  
Town of Pincher Creek

x   
\_\_\_\_\_  
Troy MacCulloch, CAO  
Municipal District of Pincher Creek No. 9

**Schedule A. Shared Recreation Facilities**

**Facilities**

- CRC
- Arena
- Multipurpose Facility
- Tennis Courts

**Sports Fields**

- Lions Baseball Park
- St. Michael's Ball Diamond / Soccer Pitch
- Ag Ground Sports Field
- Juan Terran Volleyball and Ball Diamonds
- Pool Soccer Football Field
- Sproule Ball Diamond, Soccer and Football Field
- Community Track and Field
- Canyon Ball Diamond and Soccer Pitch
- Matthew Halton Soccer and Football Fields
- Matthew Halton Ball Diamond