



## Town of Olds

**Regular and In-Camera Council Agenda  
for Monday, September 11, 2017 at 1 p.m.  
to be held in the Council Chambers,  
Town Office at 4512 – 46 Street, Olds, AB**

Our Vision: Dedicated, Helpful, Knowledgeable

Our Mission: We engage all stakeholders in order to listen, learn, understand and communicate the current opportunities and challenges

Our Values: **U**nderstand, **N**egotiate, **I**ntegrity, **T**rust

### 1. CALL TO ORDER

#### A.) ADDED ITEM(s)

#### B.) ADOPTION OF THE AGENDA

### 2. ADOPTION OF PREVIOUS MINUTES

Pages 3-7      2A) Regular Council Meeting Minutes – August 28, 2017

### 3. PRESENTATION AND DELEGATIONS

Pages 8-26      3A) Proposed Amendments to Mountain View Regional Waste Management Commission Membership Agreement

### 4. BUSINESS ARISING OUT OF MINUTES

### 5. BYLAWS

Pages 27-30      5A) Bylaw 2017-15 Borrowing Bylaw - North West Area Development  
(Be introduced and consideration be given for first reading.)

Pages 31-34      5B) Bylaw 2017-16 Borrowing Bylaw – Refinancing of Fibre Network  
(OICRD)  
(Be introduced and consideration be given for first reading.)

### 6. UNFINISHED BUSINESS

### 7. NEW BUSINESS

Pages 35-36      7A) Olds Institute for Community and Regional Development Loan Report

Pages 37-38      7B) Olds Institute September Loan Payment

Pages 39-47      7C) Inter-municipal Cooperation Committee (ICC) Sub-Agreement Update – ‘Shared Facility Funding Agreement’

**8. REPORTS FROM COUNCIL , BOARDS AND COMMITTEES**

Pages 48-61 8A) Reports from Council, Boards and Committees

**9. QUARTERLY FINANCIAL POSITION UPDATE**

**10. ACCOUNTS PAYABLE**

**11. CORRESPONDENCE AND INFORMATION**

Pages 62-67 11A) Correspondence and Information Report

**12. QUESTION PERIOD**

**13. IN-CAMERA**

**Municipal Government Act**

**“Public presence at meetings**

**197(1)** Councils and council committees must conduct their meetings in public unless subsection (2) or (2.1) applies.

**(2)** Councils and council committees may close all or part of their meetings to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of the *Freedom of Information and Protection of Privacy Act*.”

1. Legal
2. Labour

**14. ADJOURNMENT**



Town of Olds

Request for Decision

3

Adoption of the Meeting Minutes

September 11, 2017

2A

**RECOMMENDATION**

1. That the minutes from the August 28, 2017 regular Council meeting minutes be adopted as presented.

**BACKGROUND**

The purpose of this RFD is to adopt the previous minutes of Council as described in the *Municipal Government Act Division 9, Part 6, Section 208*

*Performance of major administrative duties. 'The chief administrative officer must ensure that (c) the minutes of each council meeting are given to council for adoption at a subsequent council meeting.'*

And the *Town of Olds Procedure Bylaw 2014-18* excerpt: *Minutes*

**MINUTES:**


1. All minutes of council meetings shall be recorded in the English language, without note or comment.
2. The names of the Councillors present at the meetings shall be recorded as present, the names of the Councillors absent shall be recorded as absent.
3. The minutes of each council meeting shall be presented to Council for adoption at the next council meeting.
4. The name of any Councillor leaving or joining the meeting shall be recorded along with the time the Councillor left or joined the meeting.
5. The CAO, or as designated by the CAO, is responsible for recording the minutes of Council and responsible for causing the minutes to be prepared.

**ALTERNATIVE OPTIONS**

1. The minutes of the Regular Council meeting can be adopted as amended; Council would need to be specific in an amendment to the recording of the previous meeting minutes.

**ATTACHMENTS**

1. Prior to Adoption: regular Council meeting minutes of **August 28, 2017**.

Submitted By	Marcie McKinnon Legislative Clerk	Date: September 6, 2017
CAO Signature:		Date: <i>Sept 7, 2017</i>

## PRIOR TO ADOPTION

Minutes of the Town of Olds Regular and In-Camera Council meeting held on Monday, August 28, 2017 at 7:00 p.m. in the Council Chambers, Olds Town Office.

### PRESENT – ELECTED OFFICIALS:

In the Chair Mayor Judy Dahl

Councillor D. Bennett; Councillor M.A. Overwater, Councillor Harvey Walsh, Councillor Mary Jane Harper; Councillor R. Durieux and Councillor W. Bearchell.

### ABSENT– ELECTED OFFICIALS:

### PRESENT for the Regular meeting of Council – STAFF:

Michael Merritt, Chief Administrative Officer; Doug Wagstaff, Chief Operating Officer; Garth Lucas, Chief Financial Officer; Scott Chant, Chief Operating Officer; Monica Leatherdale, Communication Coordinator; and Marcie McKinnon, Legislative Clerk.

## 1. CALL TO ORDER

Chair Dahl called the meeting to order at 6:59 p.m.

### A.) ADDED ITEM(s)

Added item: In-Camera: Labour item (Mayor Dahl)

### B.) ADOPTION OF THE AGENDA

Moved by Councillor Bearchell, “to accept the Regular Council Agenda for August 28, 2017 as amended.”

Motion Carried 17-314

## 2. ADOPTION OF PREVIOUS MINUTES

### 2A) Regular Council Meeting Minutes – July 10, 2017

Moved by Councillor Walsh, “that the minutes from the July 10, 2017 regular Council meeting minutes be adopted as presented.”

Motion Carried 17-315

### Special Council Meeting Minutes – July 17, 2017

Moved by Councillor Durieux, “that the minutes from the July 17, 2017 Special Council meeting minutes be adopted as presented.”

Motion Carried 17-316

### Special Council Meeting Minutes – August 1, 2017

Moved by Councillor Bennett, “that the minutes from the August 1, 2017 Special Council meeting minutes be adopted as presented.”

Motion Carried 17-317

## 3. PRESENTATION AND DELEGATIONS

None

## 4. BUSINESS ARISING OUT OF MINUTES

None

## 5. BYLAWS

None

## 6. UNFINISHED BUSINESS

None

## **7. NEW BUSINESS**

### **7A) Development Permit 17-106**

Moved by Councillor Harper, “that Council approve Development Permit application 17-106 subject to the conditions listed in the attached draft Development Permit.”

Carey Keleman, Development Officer for Town of Olds spoke to development permit application as contained in the agenda package for the direct control district. It was noted there was a typo on the Request for Decision, under the Proposal section where it notes “two (2) greenhouses” it should be “one (1) greenhouse”. Council asked if there was anything of concern in the “Security Notes” as they are too hard to read. Ms. Keleman advised there was nothing of concern in the “Security Notes”. Council further asked about smell. Sundial Growers were in the gallery and came forward to address Council’s smell concerns. Mr. Stan Swiatek who spoke to the Federal guidelines that Sundial Growers must follow for odor.

Motion Carried 17-318

### **7B) Tax Sale**

Moved by Councillor Bennett, “that three (3) properties that have taxes in arrears be offered for public auction as required by Municipal Government Act 418(1) Friday October 27, 2017 at 2:00 p.m. in the Town office Council Chambers.”

Motion Carried 17-319

Moved by Councillor Overwater, “that Council set the Terms and Conditions of Sale as follows:

1. These properties are being offered for sale on an “as is, where is” basis;
2. These properties are being offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title;
3. Payment of any successful bid will be cash or certified cheque payable to the Town of Olds for a non-refundable deposit of 20% of the successful bid due at the time of sale
4. Payment of the balance of the successful bid price is due within ten (10) days.”

Motion Carried 17-320

### **7C) Tax Sale Reserve Bid**

Moved by Councillor Bearchell, “that Roll #3211500 – Lot 3 Block 4 Plan 7610845 – have a reserve bid of \$256,860 placed on it for the public auction scheduled for Friday October 27, 2017 at 2:00 p.m. in the Town office Council Chambers.”

Motion Carried 17-321

Moved by Councillor Overwater, “that Roll #8003100 – Unit 31 Block 1 Plan 7710095 – have a reserve bid of \$26,240 placed on it for the public auction scheduled for Friday October 27, 2017 at 2:00 p.m. in the Town office Council Chambers.”

Motion Carried 17-322

Mayor Dahl asked about advertising, CFO Lucas spoke to legal requirements that the Town has met regarding advertising for tax sales.

Moved by Councillor Harper, “that Roll #8003900 – Unit 39 Block 1 Plan 7710095 – have a reserve bid of \$36,000 placed on it for the public auction scheduled for Friday October 27, 2017 at 2:00 p.m. in the Town office Council Chambers.”

Motion Carried 17-323

**7D) Prostate Cancer Awareness Month Proclamation**

Moved by Councillor Durieux, “that September 2017 be proclaimed ‘Prostate Cancer Awareness Month’ in the Town of Olds.”

Motion Carried 17-324

**7E) Muscular Dystrophy Canada Proclamation**

Moved by Councillor Walsh, “that September 2017 be proclaimed ‘Muscular Dystrophy Awareness Month’ in the Town of Olds.”

Motion Carried 17-325

**7F) City of Red Deer Letter of Support Request**

Moved by Councillor Bearchell, “that Council direct the Mayor to write a general letter of support for the Red Deer Regional Hospital expansion, on or before September 13, 2017.”

Motion Carried 17-326

**7G) Mountain View Seniors Housing Foundation Sponsorship**

Moved by Councillor Durieux, “that the sponsorship level of SILVER in the amount of \$1000 be approved for the Mountain View Seniors’ Housing Foundation 2017 Golf Classic.”

Council asked what the “Council Promotion budget was currently at?”

CFO Lucas advised the budget is set at \$15,000 and so far \$8,128 has been allotted.

Council asked that going forward, any future requests for donations/sponsorships include what the Council Promotional budget is at when the ask is presented to Council.

Motion Carried 17-327

**8. REPORTS FROM COUNCIL , BOARDS AND COMMITTEES**

**8A) Reports from Council, Boards and Committees**

Moved by Councillor Bearchell, “that the reports from Council, Authorities, Boards, Commissions, Committees and Task Forces, ending August 28, 2017 be received for information.”

Councillor Overwater reported on the Mountain View Regional Waste Commission.

Councillor Walsh reported on the Red Deer River Municipal Users Group.

Councillor Harper reported on the Olds & District Chamber of Commerce meeting and mentioned that the Beer and Blue Jeans event is set for September 21<sup>st</sup>; and, attended the Inter-municipal Cooperation Committee (ICC) and Municipal Planning Commission meetings.

Councillor Durieux will be attending the Municipal Development Plan review on August 30<sup>th</sup>.

Mayor Dahl reported on attending the Catapult official government announcement, brought greetings to the Alberta Junior Lacrosse tournament; the Olds Association For Community Living 25<sup>th</sup> Anniversary Celebration. Attended the Great Trail Scavenger event and the 4-H 100 Year Celebration, as well as the Oldstoberfest Media Launch and an awards ceremony presentation for Athabasca University Award recipient Jennifer Jackson. Participated in the round table with Minister Cynthia Farmer along with Olds Institute and Olds College. And will be attending the Community Showcase on Sept 7<sup>th</sup>.

Motion Carried 17-328

## 9. QUARTERLY FINANCIAL POSITION UPDATE

None

## 10. ACCOUNTS PAYABLE

### 10A) Accounts Payable June 1 – July 31, 2017

Moved by Councillor Bennett, “that the June 1, 2017 – June 30, 2017 and the July 1, 2017 – July 31, 2017 Accounts Payable reports be received for information.”

Motion Carried 17-329

## 11. CORRESPONDENCE AND INFORMATION

### 11A) Correspondence and Information Report

Moved by Councillor Bearchell, “that the Correspondence and Information Report ending July 10, 2017 be received for information.”

Motion Carried 17-330

## 12. QUESTION PERIOD

*Chair Dahl recessed meeting at 8:05 p.m.*

*Monica Leatherdale and Marcie McKinnon left the meeting.*

## 13. IN-CAMERA

Moved by Councillor Durieux, “that this meeting go in-camera.”

Motion Carried 17-331

The meeting went in-camera at 8:10 p.m.

Moved by Councillor Walsh, “that this meeting reconvene to the regular Council meeting.”

Motion Carried 17-332

The regular Council meeting reconvened at 8:20 p.m.

## 14. ADJOURNMENT

Moved by Councillor Overwater, “that this meeting adjourn.”

Motion Carried 17-333

The meeting adjourned at 8:21 p.m.

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Judy Dahl,  
Mayor

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Michael Merritt,  
Chief Administrative Officer

These minutes approved this     day of September, 2017.



Town of Olds

Request for Decision

8

Amendment to the Mountain View Regional Waste Management Commission Membership Agreement

September 11, 2017

3A

RECOMMENDATION

That the Town of Olds approve the amendment to Section 1.1 paragraph (s) of the current Mountain View Regional Waste Management Commission Membership Agreement being the definition of Waste as presented.

BACKGROUND

The Mountain View Regional Waste Management Commission through the Chief Administrative Officer has requested a change to the wording of the Membership Agreement that has been approved and signed by the six municipalities that are members of the Commission.

The definition of 'Waste' is to be amended to include the words 'an extra maximum amount of waste agreed to by all Members. The other exception being'.

A representative from the Mountain View Regional Waste Management Commission will be in attendance as a delegation.

ALTERNATIVE OPTIONS

- 1. The requested amendment to the membership agreement be received for information only.
2. Council can provide further direction on this item.

FINANCIAL IMPLICATIONS

Table with 2 columns: Cost, Source of Funding. Row 1: Total Cost

ATTACHMENTS

- 1. Memo requesting a change to the Mountain View Regional Waste Management Commission Membership Agreement.
2. Wording of the change to the Mountain View Regional Management Commission Membership Agreement.
3. Mountain View Regional Waste Management Commission Membership Agreement as approved by Council May 23, 2017

Signature table with fields: Submitted By: Garth Lucas, Chief Financial Officer; Date: Sept. 6, 2017; CAO Signature; Date: Sept 4/2017





**CHANGE TO MEMBERSHIP AGREEMENT**

August 28, 2017

To All Member Municipalities,

The Mountain View Regional Waste Management Commission made a motion at the August 28, 2017 meeting to change the definition of: (s) "Waste" as noted in red in the attachment. I am now requesting that each Member Municipality please pass a motion to accept this amendment to the Membership Agreement.

A handwritten signature in blue ink, appearing to read "Pat Sliworsky".

Pat Sliworsky, CAO

- (j) "**Hazardous Waste**" has the meaning as ascribed to both the following terms;
  - (i) "hazardous recyclable", and
  - (ii) "hazardous waste",  
in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (k) "**Interest Rate**" means the Alberta Treasury Branches prime rate, plus six (6%) percent;
- (l) "**Liquid**" has the meaning as the term "liquid" has in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (m) "**Members**" mean collectively, the Mountain View County, Town of Carstairs, Town of Didsbury, Town of Olds, Town of Sundre and Village of Cremona and "**Member**" means any one of them;
- (n) "**Membership Application**" mean that application from a municipality who wishes to join the Commission as a Member;
- (o) "**MGA**" means the Municipal Government Act RSA 2000 c. M-26, as amended from time to time;
- (p) "**Parties**" means the parties to this Agreement;
- (q) "**Proposed Member**" has the meaning as ascribed thereto in Section 3.01;
- (r) "**Regulation**" means Mountain View Regional Waste Management Commission Regulation, Alberta Regulation 43/2001, as amended from time to time;
- (s) "**Waste**" means any solid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, that originates from within the Members' municipal boundaries, with the exceptions of **an extra maximum amount of waste agreed to by all Members. The other exception being Hydrocarbon Contaminated Soil** from within the province of Alberta that is acceptable for the sole purpose of Daily or Intermediate Cover, but expressly excludes:
  - (i) any Liquid; and
  - (ii) Hazardous Waste;
- (t) "**Waste Agreement**" means any agreement between the Commission and a Member for the Commission's acceptance and treatment of Waste as delivered to it by a Member;
- (u) "**Waste Management Facilities**" means the methods and tools used to achieve the purposeful, systematic control of the generation, separation, treatment, processing, recycling, recovery and disposal of waste at landfill located at NW 25-31-2-W5;
- (v) "**Withdrawal Notice**" has the meaning as ascribed thereto in Section 5.01; and
- (w) "**Withdrawing Member**" has the meaning as ascribed thereto in Section 5.01.

### Section 1.02 - Conflict

In the event of any conflict between the provisions of this Agreement and the Bylaws, the provisions of this Agreement shall govern. The Member agrees to vote so as to cause the Bylaws to be amended to resolve any such conflict in favour of the provisions of this Agreement. If there is a conflict with the Member, then it is between the Member and that Member municipality. It does not affect the decisions of the Commission.

**CHANGE TO MEMBERSHIP AGREEMENT**

April 27, 2017

To All Member Municipalities,

The Mountain View Regional Waste Management Commission made a motion at the April 24, 2017 meeting to change the definition of: (s) "Waste" as noted in red in the attachment. I am now requesting that each Member Municipality please pass a motion to accept this amendment to the Membership Agreement.

This change was brought forward as the details of accepting Hydrocarbon Contaminated Soil for the use of Daily or Intermediate Cover were not clearly stated.

Pat Sliworsky, CAO

- (j) "**Hazardous Waste**" has the meaning as ascribed to both the following terms;
  - (i) "hazardous recyclable", and
  - (ii) "hazardous waste",  
in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (k) "**Interest Rate**" means the Alberta Treasury Branches prime rate, plus six (6%) percent;
- (l) "**Liquid**" has the meaning as the term "liquid" has in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (m) "**Members**" mean collectively, the Mountain View County, Town of Carstairs, Town of Didsbury, Town of Olds, Town of Sundre and Village of Cremona and "**Member**" means any one of them;
- (n) "**Membership Application**" mean that application from a municipality who wishes to join the Commission as a Member;
- (o) "**MGA**" means the Municipal Government Act RSA 2000 c. M-26, as amended from time to time;
- (p) "**Parties**" means the parties to this Agreement;
- (q) "**Proposed Member**" has the meaning as ascribed thereto in Section 3.01;
- (r) "**Regulation**" means Mountain View Regional Waste Management Commission Regulation, Alberta Regulation 43/2001, as amended from time to time;
- (s) "**Waste**" means any solid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, that originates from within the Members' municipal boundaries, **with the exception of Hydrocarbon Contaminated Soil from within the province of Alberta that is acceptable for the sole purpose of Daily or Intermediate Cover**, but expressly excludes:
  - (i) any Liquid; and
  - (ii) Hazardous Waste;
- (t) "**Waste Agreement**" means any agreement between the Commission and a Member for the Commission's acceptance and treatment of Waste as delivered to it by a Member;
- (u) "**Waste Management Facilities**" means the methods and tools used to achieve the purposeful, systematic control of the generation, separation, treatment, processing, recycling, recovery and disposal of waste at landfill located at NW 25-31-2-W5;
- (v) "**Withdrawal Notice**" has the meaning as ascribed thereto in Section 5.01; and
- (w) "**Withdrawing Member**" has the meaning as ascribed thereto in Section 5.01.

### **Section 1.02 - Conflict**

In the event of any conflict between the provisions of this Agreement and the Bylaws, the provisions of this Agreement shall govern. The Member agrees to vote so as to cause the Bylaws to be amended to resolve any such conflict in favour of the provisions of this Agreement. If there is a conflict with the Member, then it is between the Member and that Member municipality. It does not affect the decisions of the Commission.

**MEMBERSHIP AGREEMENT**

THIS AGREEMENT made effective the 3<sup>rd</sup> day of February, 2016<sup>7</sup>

**AMONG:**

Each of:  
**MOUNTAIN VIEW COUNTY  
TOWN OF CARSTAIRS  
TOWN OF DIDSBURY  
TOWN OF OLDS  
TOWN OF SUNDRE  
VILLAGE OF CREMONA**  
(hereinafter referred to as the "**Members**")

- and -

**MOUNTAIN VIEW REGIONAL WASTE MANAGEMENT COMMISSION**  
(hereinafter referred to as the "**Commission**")

**WHEREAS:**

- A. This Agreement replaces the previously signed Agreement dated December 31, 2015;
- B. The Members have caused the Commission to be formed to provide solid waste management services for the benefit of the Members; and
- C. The Members wish to establish their respective obligations to each other and to the Commission, all as set forth in this Membership Agreement.

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

**ARTICLE 1 – INTERPRETATION**

**Section 1.01 – Definitions**

In this Agreement, the following terms have the following meanings:

- (a) "**Board**" means the Board of Directors of the Commission;
- (b) "**Bylaws**" means the Bylaws of the Commission as from time to time amended or restated;
- (c) "**Commission**" means Mountain View Regional Waste Management Commission;
- (d) "**Defaulting Member**" has the meaning as ascribed thereto in Section 2.05;
- (e) "**Deficiency**" has the meaning as ascribed thereto in Section 2.02;
- (f) "**Deficiency Funding**" means the amount of money required by the Commission to pay for or partially pay for, a Deficiency. Deficiency funding shall be governed by Section 602.21 of the Municipal Government Act.
- (g) "**Director(s)**" means the person(s) who is/are from time to time elected or appointed as Director(s) of the Commission;
- (h) "**Fees for Service**" means the fees that will be established by the Board as part of the budget by September 30<sup>th</sup> each year.
- (i) "**Funding Formula**" means that amount of a Deficiency Funding that shall be set and levied against each Member, which shall be based on the population of each Member in accordance with the census information as published by Federal Census. Payments are based on a per capita.

- (j) "**Hazardous Waste**" has the meaning as ascribed to both the following terms;
  - (i) "hazardous recyclable", and
  - (ii) "hazardous waste",  
in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (k) "**Interest Rate**" means the Alberta Treasury Branches prime rate, plus six (6%) percent;
- (l) "**Liquid**" has the meaning as the term "liquid" has in the *Waste Control Regulation*, Alberta Regulation 192/96 as enacted pursuant to the *Environmental Protection and Enforcement Act* (Alberta), as amended from time to time;
- (m) "**Members**" mean collectively, the Mountain View County, Town of Carstairs, Town of Didsbury, Town of Olds, Town of Sundre and Village of Cremona and "**Member**" means any one of them;
- (n) "**Membership Application**" mean that application from a municipality who wishes to join the Commission as a Member;
- (o) "**MGA**" means the Municipal Government Act RSA 2000 c. M-26, as amended from time to time;
- (p) "**Parties**" means the parties to this Agreement;
- (q) "**Proposed Member**" has the meaning as ascribed thereto in Section 3.01;
- (r) "**Regulation**" means Mountain View Regional Waste Management Commission Regulation, Alberta Regulation 43/2001, as amended from time to time;
- (s) "**Waste**" means any solid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposed of, that originates from within the Members' municipal boundaries, but expressly excludes:
  - (i) any Liquid; and
  - (ii) Hazardous Waste;
- (t) "**Waste Agreement**" means any agreement between the Commission and a Member for the Commission's acceptance and treatment of Waste as delivered to it by a Member;
- (u) "**Waste Management Facilities**" means the methods and tools used to achieve the purposeful, systematic control of the generation, separation, treatment, processing, recycling, recovery and disposal of waste at landfill located at NW 25-31-2-W5;
- (v) "**Withdrawal Notice**" has the meaning as ascribed thereto in Section 5.01; and
- (w) "**Withdrawing Member**" has the meaning as ascribed thereto in Section 5.01.

**Section 1.02 - Conflict**

In the event of any conflict between the provisions of this Agreement and the Bylaws, the provisions of this Agreement shall govern. The Member agrees to vote so as to cause the Bylaws to be amended to resolve any such conflict in favour of the provisions of this Agreement. If there is a conflict with the Member, then it is between the Member and that Member municipality. It does not affect the decisions of the Commission.

**ARTICLE 2 – MEMBER'S FINANCING**

**Section 2.01 - Statement of Intention**

The Commission and its Members covenant and agrees to:

- (a) Provide capital, operating and reserve funds required to construct, maintain, manage, operate, use and replace the Waste Management Facilities and all ancillary assets, shall be provided pursuant to the revenue that the Commission receives for the operation of the Waste Management Facilities.
- (b) Meet annually with the Commission.

**Section 2.02 - Determination of Deficiency**

- (a) Notwithstanding the statement of intention in Section 2.01 hereof, upon completion of the Commission's capital budget or operating budget, the Board will determine if there is a deficiency of funds to pay for expenditures that the Board determines is necessary, which may include, but is not limited to the proper operation of the Waste Management Facilities, payment for particular capital upgrades or payment for certain operational expenditures (the "**Deficiency**"). Upon the Board resolving that there is a Deficiency, the Deficiency Funding request will be forwarded to each Council:
  - (i) The Parties acknowledge that in the establishment of a capital budget or an operating budget that they must comply with Section 602.21 of the Act.
  - (ii) All Deficiency Funding will be paid based on the Funding Formula.

**Section 2.03 - Payment of Deficiency Funding**

Upon receipt of written notice provided by the Board to the Members for a Deficiency Funding to pay for all, or a portion of the Deficiency, each Member shall pay to the Commission its Advance, as calculated in accordance with the Funding Formula invoiced quarterly and paid within 30 days of the invoice.

**Section 2.04 - Obligation to Pay Deficiency Funding**

Each Member shall have the responsibility to pay an Advance, upon receipt of a notice herein, even if at the time:

- (a) a Member disagrees with:
  - (i) the need for payment of the Deficiency Funding; or
  - (ii) the determination of the amount of the Deficiency;
- (b) a Member is in default of any of its obligations to the Commission;
- (c) the Director that was appointed by a Member, disagrees with:
  - (i) the need for payment of the Deficiency Funding; or
  - (ii) the determination of the amount of the Deficiency; or
- (d) a Member is no longer a Member of the Commission.

**Section 2.05 - Non-Payment**

Should a Member (a "**Defaulting Member**") not pay any amount owing to the Commission, which shall include, but not be limited to, any amounts owing to the Commission pursuant to either this Agreement or a Waste Agreement, the Commission may, at the Commission's sole discretion:

- (a) Avail itself of its rights pursuant to the terms of the Waste Agreement, which may include, but not be limited to, the suspension of acceptance of Waste from the defaulting Member; <sup>16</sup>
- (b) Charge interest to the Defaulting Member on the outstanding amounts at the Interest Rate. Any unpaid amount and the accrued interest thereon are recoverable as a debt due to the Commission; and
- (c) Serve notice on the Defaulting Member that the director that it has appointed to the Board shall have no vote on any matters put before the Board until the default is remedied.

### **ARTICLE 3 – NEW MEMBERS**

#### **Section 3.01 – Applying for Membership**

Another municipality who is not a Member may make an application to the Commission to join the Commission as a Member (the “**Proposed Member**”) by submitting a Membership Application. Upon the Commission’s receipt of an application, the Board shall determine which additional information that is relevant to processing of that application for Membership, which may include, but not be limited to:

- (a) A capital payment from the Proposed Member to the Commission for its anticipated proportionate share of the value of the capital assets of the Commission. The Board shall be the party to determine what this respective proportion shall be;
- (b) Such additional fees that shall be payable by the Proposed Member to the Commission to fully pay the Commission’s anticipated fees, including, but not limited to, such third party accounting fees and legal fees on a solicitor and his own client full indemnity basis, such that the Commission can properly review and consider the Membership Application;
- (c) Receipt of a certified council resolution of the Proposed Member which acknowledges and approves of the anticipated capital payment owed by the Proposed Member to the Commission and the anticipated tippage rates to be charged by the Commission to the Proposed Member for the acceptance of Waste by the Commission; and
- (d) Any other information that the Board deems is relevant to consider the Membership Application.

#### **Section 3.02 – Member’ Support of Membership Application**

Upon the Board’s review that a Membership Application should be forwarded for consideration, the Board shall send same to each Member for their respective approval. The Members agree that a simple majority of the Members, as evidenced by certified council resolutions from each of them, shall be sufficient to support the Membership Application.

#### **Section 3.03 – Ministerial Review**

- (a) Only if the Proposed Member has obtained the consent as set forth in Section 3.01 and 3.02 hereof, shall the Commission and Proposed Member jointly make a recommendation to the Minister of Municipal Affairs to support the addition of the Proposed Member as another Member of the Commission in accordance with the terms and conditions as deliberated upon by both the Members and the Board.
- (b) In the event that the Minister of Municipal Affairs proposes different terms regarding the:
  - i) governance;
  - (ii) operations;
  - (iii) administration; or
  - (iv) financing;



of the Commission than what the Board and the Members deliberated upon, any of the Members or the Board may rescind their support for the Proposed Member's application. <sup>17</sup>

**Section 3.04 – Acknowledgment**

All parties agree and acknowledge that despite any support provided for a Membership Application that the approval of same shall be within the sole and absolute discretion of the Minister of Municipal Affairs.

**ARTICLE 4 - DISPUTE RESOLUTION PROCEDURE**

**Section 4.01 - Dispute Resolution Procedure**

Any dispute which may arise between the Members hereto, shall be determined in accordance with the provisions of the dispute resolution procedure attached hereto as Schedule "A".

**ARTICLE 5 – WITHDRAWAL OF MEMBERS**

**Section 5.01 – Withdrawal Notice**

- (a) Any Member (a "Withdrawing Member") may submit a written notice along with a certified council resolution evidencing the same, to the Commission of its withdrawing from the Commission (a "Withdrawal Notice").
- (b) The written notice as aforesaid by the Withdrawing Member must be received by the Commission and the other Member municipalities by June 30<sup>th</sup> of a Calendar year. The effective date of withdrawal may only be December 31<sup>st</sup> of any year.
- (c) Notwithstanding the foregoing notice, the notice shall only be effective as of the date that the Minister of Municipal Affairs amends the Regulation, removing the Withdrawing Member from the Regulation.

**Section 5.02 – Effect of Withdrawal Notice**

- (a) Upon a Withdrawing Member providing the Withdrawal Notice, that Withdrawing Member:
  - (i) Agrees and acknowledges that any director as appointed by the Withdrawing Member shall have no vote at the Board concerning any capital budget or operation budget which shall take effect after when the Withdrawing Member's departure from the Commission;
  - (ii) Shall meet with the Commission to determine that Withdrawing Member's proportionate responsibility for:
    - (A) Reclamation obligations of any component of the Waste Management Facilities that the Withdrawing Member should be responsible for, in accordance with its proportionate amount as set forth in the Funding Formula;
    - (B) Any unfunded capital obligations of the Commission that the Commission has committed to incur in contemplation prior to the Withdrawal Notice, but in expectation of the Withdrawing Member continuing to be a Member of the Commission; and
    - (C) Any other amount that is reasonable for the Withdrawing Member to incur.
- (b) In the event that the Withdrawing Member and the Commission are unable to mutually agree upon those costs as set forth in Section 2.05 hereof, the resolution of this amount shall be determined as accordance with the Dispute Resolution Procedure as set forth herein.

**ARTICLE 6 - GENERAL PROVISIONS**

**Section 6.01 - Notices**

- (a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.
- (b) Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:
  - (i) **Mountain View County:**  
PO Bag 100  
Didsbury, Alberta  
T0M 0W0  
Attention: Chief Administrative Officer  
Fax: (403) 335-9207  
E-mail: mvadmin@mvcountry.com
  - (ii) **Town of Carstairs:**  
PO Box 370  
Carstairs, Alberta  
T0M 0N0  
Attention: Chief Administrative Officer  
Fax: (403) 337-3343  
E-mail: amyp@carstairs.ca
  - (iii) **Town of Didsbury:**  
PO Box 790  
Didsbury, Alberta  
T0M 0W0  
Attention: Chief Administrative Officer  
Fax: (403) 335-9794  
E-mail: inquiries@didsbury.ca
  - (iv) **Town of Olds:**  
4512 – 46 Street  
Olds, Alberta  
T4H 1R5  
Attention: Chief Administrative Officer  
Fax: (403) 556-6537  
E-mail: admin@olds.ca
  - (v) **Town of Sundre:**  
PO Box 420  
Sundre, Alberta  
T0M 1X0  
Attention: Chief Administrative Officer  
Fax: (403) 638-2100  
E-mail: townmail@sundre.com
  - (vi) **Village of Cremona:**  
PO Box 10  
Cremona, Alberta  
T0M 0R0  
Attention: Chief Administrative Officer  
Fax: (403) 637-2101  
E-mail: inquiry@cremona.ca

(vii) **Mountain View Regional Waste Management Commission:**  
PO Box 2130  
Didsbury, Alberta  
TOM OWO  
Attention: Chief Administrative Officer  
Fax: (403) 335-2061  
E-mail: mvrwmc@airenet.com

or to such other address as each Party may from time to time direct in writing.

(c) Notice shall be served by one of the following means:

- (i) by delivering it to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such Party;
- (ii) if delivered to a corporate party, by delivering it to the address specified in (b) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
- (iii) by fax or email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
  - (A) if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
  - (B) if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or
- (iv) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

#### **Section 6.02 - Governing Law**

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

#### **Section 6.03 - Time of Essence**

Time shall be of the essence of this Agreement.

#### **Section 6.04 - Preamble and Schedules**

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Dispute Resolution Procedure.

#### **Section 6.05 - Headings**

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

**Section 6.06 - No Authority**

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

**Section 6.07 - Further Assurances**

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

**Section 6.08 - Amendments**

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

**Section 6.09 - Waiver**

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

**Section 6.10 - Counterparts**

This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

**Section 6.11 - Statutory Reference**

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

**Section 6.12 - Unenforceability**

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

**Section 6.13 - Survival**

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination of this Agreement shall survive the termination of this Agreement and shall not be merged therein or therewith.

**Section 6.14 - Remedies Generally**

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

**Section 6.15 - Payment of Monies**

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft or solicitor's trust cheque is tendered instead of cash.

**Section 6.16 - Singular, Plural and Gender**

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

**Section 6.17 - Binding Effect**

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

**Section 6.18 - Assignment**

No party shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other parties, such consent which may be arbitrarily withheld.

**Section 6.19 - Requests for Consent**

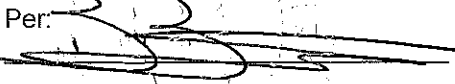
Each party shall provide any decision with regard to a request for consent in a timely manner.

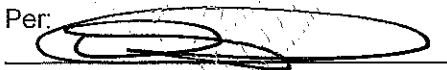
**Section 6.20 - Construction**

This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

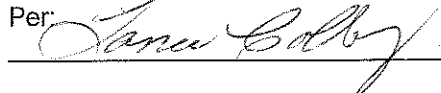
**IN WITNESS WHEREOF** the parties have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard effective as of the day and year first above written notwithstanding the actual date or dates of execution hereof.

**MOUNTAIN VIEW COUNTY**

Per: 

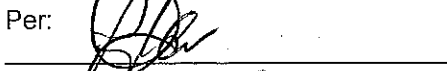
Per: 

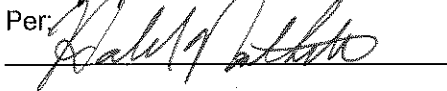
**TOWN OF CARSTAIRS**

Per: 

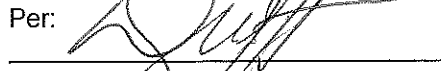
Per: 

**TOWN OF DIDSBURY**

Per: 

Per: 

**TOWN OF OLDS**

Per: 

Per: 

TOWN OF SUNDRE

Per:

A.C. [Signature]

Per:

[Signature]

VILLAGE OF CREMONA

Per:

[Signature]

Per:

[Signature]

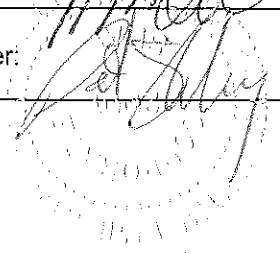
MOUNTAIN VIEW REGIONAL WASTE  
MANAGEMENT COMMISSION

Per:

[Signature]

Per:

[Signature]



**1. Definitions**

In this Schedule, in addition to terms defined elsewhere in the Agreement, the following words and phrases have the following meanings:

- (a) **"Arbitrator"** means the person appointed to act as such to resolve any Dispute;
- (b) **"Arbitration"** means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
- (c) **"Disclosed Information"** means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
- (d) **"Mediation"** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
- (e) **"Mediator"** means the person appointed to facilitate the resolution of a Dispute between the Parties;
- (f) **"Representative"** means an individual who has no direct operational responsibility for the matters comprising the Dispute, who holds a senior position with a Party and who has full authority to settle a Dispute.

**2. Principles of Dispute Resolution**

The Parties acknowledge and agree that:

- (a) in any business relationship a difference of opinion or interpretation or a divergence of interest may arise;
- (b) the Parties are committed to resolving any disputes in a non-adversarial, informal and cost efficient manner;
- (c) the following process shall apply in respect of Disputes which are either referred to, or are required by the terms of this Agreement to be resolved in accordance with, the Dispute Resolution Procedure; and
- (d) the Parties shall make all reasonable efforts to resolve all Disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations as further contemplated within this Schedule.

**3. Dispute Process**

In the event of any Dispute, the Parties agree that they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) first, by negotiation;
- (b) second, by way of Mediation; and
- (c) third, if agreed to mutually by the parties, by Arbitration.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the Parties within the Agreement.

#### 4. Negotiation

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

#### 5. Mediation:

- (a) If the Representatives cannot resolve the Dispute through negotiation within such thirty (30) day period, then the Dispute shall be referred to Mediation.
- (b) In such event, either Party shall be entitled to provide the other Party with a written notice ("**Mediation Notice**") specifying:
  - (i) the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated; and
  - (ii) the nomination of an individual to act as the Mediator.
- (c) The Parties shall, within thirty (30) days of the Mediation Notice, jointly nominate or agree upon a Mediator.
- (d) Where a Mediator is appointed, the Parties shall submit in writing their Dispute to the Mediator, and afford to the Mediator access to all records, documents and information the Mediator may reasonably request. The Parties shall meet with the Mediator at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between the Parties.
- (e) In the event that
  - (i) the Parties do not agree on the appointment of a Mediator with thirty (30) days of the Mediation Notice;
  - (ii) the Mediation is not completed within thirty (30) days after the appointment of the Mediator; or
  - (iii) the Dispute has not been resolved within sixty (60) days from the date of receipt of the Dispute Notice;

either Party may by notice to the other withdraw from the Mediation process and in such event the Dispute shall be deemed to have failed to be resolved by Mediation.

#### 6. Arbitration:

- (a) If Mediation fails to resolve the Dispute, the Dispute shall be submitted to binding Arbitration. Either of the Parties may provide the other Party with written notice ("**Arbitration Notice**") specifying:
  - (i) the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated; and
  - (ii) the nomination of an individual to act as the Arbitrator.
- (b) Within fourteen (14) days following receipt of the Arbitration Notice, the other Party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and with which matters it disagrees and shall also advise whether it agrees with the resolution of the disputed items by Arbitration, and whether it agrees with the Arbitrator selected by the initiating Party or provide the



name of one Arbitrator selected by that other Party. Should the Parties fail to agree to resolve any disputed items by Arbitration, this Dispute Resolution Process shall come to an end. <sup>25</sup>

- (c) Subject to agreement of the Parties to resolve any disputed items by Arbitration as contemplated above the Parties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an Arbitrator.
- (d) Should the Parties fail to agree on a single arbitrator within the fourteen (14) day period referred to above, then either Party may apply to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed.
- (e) The terms of reference for Arbitration shall be those areas of dispute referred to in the Arbitration Notice, and the receiving Party's response thereto.
- (f) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the Alternative Dispute Resolution Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language.
- (g) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
  - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$250,000.00; or
  - (ii) ninety (90) days, if the subject matter of the Dispute is greater than \$250,000.00.
- (h) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (i) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
- (j) Judgment upon any award (an "Award") rendered in any such Arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the Award and an enforcement order, as the laws of such jurisdiction may require or allow.
- (k) The Parties acknowledge and agree that, where a Dispute involves a Claim for injunctive relief, a Party may refer such matter to Arbitration in accordance with this Schedule or apply to the appropriate court for relief.

## **7. Participation**

The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary.

## **8. Location**

The place for Mediation and Arbitration shall be within Mountain View County, or such other location as the Parties may agree.

## **9. Selection of Mediator and Arbitrator**

Without restricting any of the foregoing, if the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator, respectively, within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, as the case may be, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be recommended for appointment by the executive director or other individual fulfilling that role for the

ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) <sup>26</sup> days of receipt of the request.

**10. Costs**

Subject to clause 6(h) of this Schedule, in the case of Arbitration the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.

**11. Disclosed Information**

All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this Dispute Resolution Procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.



Town of Olds

Request for Decision

27

**Bylaw 2017-15 Borrowing Bylaw – Northwest Area  
Development**

September 11, 2017

SA

**RECOMMENDATION**

**That Bylaw 2017-15, being a borrowing bylaw to provide \$2,537,500 for the financing of the Town's portion of the design and engineering, stripping and grading, installation of underground utilities, curb and gutter, and paving in the Northwest Development Area be introduced and given first reading.**

**BACKGROUND**

The 2017 Annual Capital Budget includes an expenditure of \$2,537,500 for the construction of the infrastructure in the area known as the Northwest Area Development.

Section 254 of the MGA states: "No municipality may acquire, remove or start the construction or improvement of a capital property that is to be financed in whole or part through a borrowing unless the borrowing bylaw that authorizes the borrowing is passed."

In order to meet this requirement, we need to pass the borrowing bylaw that was approved in the 2017 budget in 2017 so that the work may proceed. The attached bylaw is for \$2,537,500 which the Town's share of the project. The total cost of the project is estimated to be \$5,668,227 of which \$3,310,828 is to be paid by the developer that is working jointly with the Town in the project. The Town's share is for the improvement of the drainage ditch that carries all of the storm water from the Town and for the grading and servicing necessary for the future development of the sports fields which have been approved by Council and the related engineering, design and inspection costs.

The attached bylaw is for \$2,537,500.

Section 251 of the Municipal Government Act requires that any bylaw that authorizes a borrowing must be advertised. Section 606 of the Municipal Government Act requires that all borrowing bylaws that must be advertised be advertised for two (2) weeks in the local newspaper. Section 231 of the Municipal Government Act states that a petition opposing the borrowing bylaw must be received by the Chief Administrative Officer within 15 days after the last date on which the bylaw is advertised in order for it to be deemed sufficient. Such a petition would also need to meet all of the requirements as stated in Sections 220 – 226 of the Municipal Government Act.

Section 537 of the Municipal Government Act allows for a sixty (60) day period for any person to make application for a bylaw to be declared invalid. This may only be done if the procedures used or the manner of passing the bylaw does not comply with the MGA or other legislation.

The debt limit for the Town of Olds as calculated in the December 31, 2016 Financial Statements is \$32,597,811. The total debt of the Town after the loans authorized by the two bylaws being presented at this meeting have been borrowed and all payments that are scheduled in 2017 have been paid will be \$22,444,338.

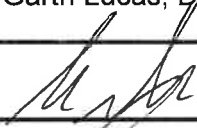

**ALTERNATIVE OPTIONS**

1. Council can table Bylaw 2017- 15 and ask for additional information. Council would need to be specific in the information they are seeking.

2. Council can receive this RFD for information. This decision would prevent the borrowing process from proceeding and prevent the Town from being able to perform the needed upgrades to the Town's storm outfall system and also to prevent the installation of the infrastructure that will eventually be required by the sports fields which have been approved by Council.

**ATTACHMENTS**

1. Bylaw 2017-15 Borrowing Bylaw – Northwest Area Development

Submitted By:	Garth Lucas, Director of Finance	Date: September 11, 2017
Director Signature		Date: Sept 6/17
CAO Signature:		Date: Sept 6/17

**BYLAW NO. 2017 - 15**

**A BYLAW TO AUTHORIZE THE COUNCIL OF THE TOWN OF OLDS TO INCUR INDEBTEDNESS BY THE ISSUANCE OF DEBENTURE(S) IN THE AMOUNT OF \$2,357,500 FOR THE PURPOSE OF CONSTRUCTION OF THE NECESSARY INFRASTRUCTURE IN THE NORTHWEST AREA DEVELOPMENT.**

**WHEREAS:**

The Council of the Town of Olds has decided to issue a bylaw pursuant to Section 258 of the *Municipal Government Act* to authorize the financing of the engineering, design and construction of the necessary infrastructure in the Northwest Area Development.

Plans and specifications have been prepared and the total cost of the project is estimated to be \$5,668,227 and the Municipality estimates the developer portion of the project will be \$3,310,828.

In order to refinance the project it will be necessary for the Town of Olds to borrow the sum of \$2,357,500 for a period not to exceed twenty (20) years, from the Alberta Capital Finance Authority or another authorized financial institution by the issuance of debenture(s) and on the terms and conditions referred to in this bylaw.

The estimated life of the project financed under this bylaw is equal to, or in excess of, forty (40) years.

The principal amount of the outstanding debt of the Town of Olds at December 31, 2016 is \$17,396,386 and no part of the principal or interest is in arrears.

All required approvals for the project have been obtained and the project is in compliance with all *Acts* and *Regulations* of the Province of Alberta.

**NOW THEREFORE, THE COUNCIL OF THE TOWN OF OLDS DULY ASSEMBLED, ENACTS AS FOLLOWS:**

1. That for the purpose of the engineering, design and construction of the necessary infrastructure in the Northwest Area Development the sum of TWO MILLION THREE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$2,357,500) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Town of Olds, of which amount the full sum of \$2,357,500 is to be paid by the Town of Olds at large.
2. The proper officers of the Town of Olds are hereby authorized to issue debenture(s) on behalf of the Town of Olds for the amount and purpose as authorized by the bylaw, namely the engineering, design and construction of the necessary infrastructure in the Northwest Area Development.
3. The Town of Olds shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest installments not to exceed TWENTY (20) years calculated at a rate not to exceed the

interest rate established by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing and not to exceed TEN (10) per cent. <sup>30</sup>

4. The Town of Olds shall levy and raise in each year municipal taxes sufficient to pay the indebtedness.
5. The indebtedness shall be contracted on the credit and security of the Town of Olds.
6. The net amount borrowed under the bylaw shall be applied only to the project specified by this bylaw.
7. This bylaw comes into force on the date it is passed.

Read a first time this \_\_\_\_ day of September, 2017

Read a second time this \_\_\_\_ day of \_\_\_\_\_, 2017

Read a third and final time this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Judy Dahl,  
Mayor

\_\_\_\_\_  
Michael Merritt,  
Chief Administrative Officer

SIGNED by the Chief Elected Official and the Chief Administrative Officer this \_\_\_\_ day of \_\_\_\_\_, 2017.



Town of Olds

Request for Decision

31

**Bylaw 2017-16 Borrowing Bylaw – Refinancing of Fibre Network (OICRD)**

September 11, 2017

SB

**RECOMMENDATION**

**That Bylaw 2017-16, being a borrowing bylaw to provide \$10,171,325 for the refinancing of the fibre to the premise network be introduced and given first reading.**

**BACKGROUND**

On February 13th, 2017 the Olds Institute for Regional and Community Development (OICRD) made a presentation to Town Council asking Council to consider refinancing the two loans previously made by the Town to the Olds Institute for the fibre to the premise project. This refinancing would replace the two loans that were authorized by Bylaw 2010 – 17 and Bylaw 2014 – 05 with a single loan.

The two loans have been made to OICRD using funds that were debentured with Alberta Capital Finance. It is the intention of the Town and OICRD that the existing debentures be paid out, including any penalties, and that the total amount of the new debenture would not exceed the total amount authorized by the two previous debenture bylaws less the principal payments that have been made up to this date. The net effect of this current debenture borrowing would be to extend the term of the current outstanding debentures but not increase the amount owing.

The attached bylaw is for \$10,171,325.

Section 251 of the Municipal Government Act requires that any bylaw that authorizes a borrowing must be advertised. Section 606 of the Municipal Government Act requires that all borrowing bylaws that must be advertised be advertised for two (2) weeks in the local newspaper. Section 231 of the Municipal Government Act states that a petition opposing the borrowing bylaw must be received by the Chief Administrative Officer within 15 days after the last date on which the bylaw is advertised in order for it to be deemed sufficient. Such a petition would also need to meet all of the requirements as stated in Sections 220 – 226 of the Municipal Government Act.

Section 537 of the Municipal Government Act allows for a sixty (60) day period for any person to make application for a bylaw to be declared invalid. This may only be done if the procedures used or the manner of passing the bylaw does not comply with the MGA or other legislation.

As with the existing debentures held by the Town for the installation of the fibre network, all principle and interest payments for the debenture will be paid to the Town by OICRD. The net effect of this means that the principle and interest payments for this debenture will not be funded through municipal tax revenue.

The debt limit for the Town of Olds as calculated in the December 31, 2016 Financial Statements is \$32,597,811. The total debt of the Town after the loans authorized by the two bylaws being presented at this meeting have been borrowed and all payments that are scheduled in 2017 have been paid will be \$22,444,338.

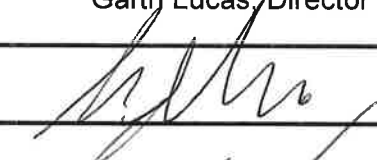

**ALTERNATIVE OPTIONS**

1. Council can table Bylaw 2017- 16 and ask for additional information. Council would need to be specific in the information they are seeking.

2. Council can receive this RFD for information. This decision would prevent the borrowing process from proceeding and prevent the Town from being able to assist OICRD financially.

**ATTACHMENTS**

1. Bylaw 2017-16 Borrowing Bylaw – Refinance of Fibre Network (OICRD)

Submitted By:	Garth Lucas, Director of Finance	Date: September 11, 2017
Director Signature		Date: Sept 6/17
CAO Signature:		Date: Sept 6/17



**BYLAW NO. 2017 - 16**

**A BYLAW TO AUTHORIZE THE COUNCIL OF THE TOWN OF OLDS TO INCUR INDEBTEDNESS BY THE ISSUANCE OF DEBENTURE(S) IN THE AMOUNT OF \$10,171,325 FOR THE PURPOSE OF REFINANCING THE FIBRE TO THE PREMISE PROJECT WITHIN THE TOWN OF OLDS.**

**WHEREAS:**

The Council of the Town of Olds has decided to issue a bylaw pursuant to Section 258 of the *Municipal Government Act* to authorize the refinancing of the Fibre to the Premise Project.

The current debentures held by the Town of Olds for this project have a face value of \$10,171,325.

In order to refinance the project it will be necessary for the Town of Olds to borrow the sum of \$10,171,325.

Since the life expectancy of the infrastructure is estimated to be forty (40) years and certain elements of the infrastructure have been installed for eight (8) years, It is intended to refinance the project for a period not to exceed twenty-five (25) years, from the Alberta Capital Finance Authority or another authorized financial institution by the issuance of debenture(s) and on the terms and conditions referred to in this bylaw.

The estimated life of the project financed under this bylaw is equal to, or in excess of, forty (40) years.

The principal amount of the outstanding debt of the Town of Olds at December 31, 2016 is \$17,396,386 and no part of the principal or interest is in arrears.

All required approvals for the project have been obtained and the project is in compliance with all *Acts* and Regulations of the Province of Alberta.

**NOW THEREFORE, THE COUNCIL OF THE TOWN OF OLDS DULY ASSEMBLED, ENACTS AS FOLLOWS:**

1. That for the purpose of refinancing the Fibre to the Premise Project the sum of TEN MILLION ONE HUNDRED SEVENTY ONE THOUSAND THREE HUNDRED AND TWENTY FIVE DOLLARS (\$10,171,325.00) be borrowed from the Alberta Capital Finance Authority or another authorized financial institution by way of debenture on the credit and security of the Town of Olds, of which amount the full sum of \$10,171,325 is to be paid by the Town of Olds at large.
2. The proper officers of the Town of Olds are hereby authorized to issue debenture(s) on behalf of the Town of Olds for the amount and purpose as authorized by the bylaw, namely refinancing of the Fibre to the Premise Project.

3. The Town of Olds shall repay the indebtedness according to the repayment structure in effect, namely semi-annual or annual equal payments of combined principal and interest installments not to exceed TWENTY-FIVE (25) years calculated at a rate not to exceed the interest rate established by the Alberta Capital Finance Authority or another authorized financial institution on the date of the borrowing and not to exceed TEN (10) per cent.
4. The Town of Olds shall NOT levy and raise in each year municipal taxes sufficient to pay the indebtedness. THE DEBENTURE FUNDS BORROWED WILL BE LOANED TO THE OLDS INSTITUTE FOR COMMUNITY AND REGIONAL DEVELOPMENT. PRINCIPAL AND INTEREST FUNDS WILL BE RECEIVED FROM OLDS INSTITUTE SUFFICIENT TO PAY SEMI-ANNUAL PAYMENTS ON THIS DEBENTURE.
5. The indebtedness shall be contracted on the credit and security of the Town of Olds. In the event of any deficiency, the Town of Olds shall levy and raise municipal taxes sufficient to pay the indebtedness.
6. The net amount borrowed under the bylaw shall be applied only to the project specified by this bylaw.
7. This bylaw comes into force on the date it is passed.

Read a first time this \_\_\_\_ day of September, 2017

Read a second time this \_\_\_\_ day of \_\_\_\_\_, 2017

Read a third and final time this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Judy Dahl,  
Mayor

\_\_\_\_\_  
Michael Merritt,  
Chief Administrative Officer

SIGNED by the Chief Elected Official and the Chief Administrative Officer this \_\_\_\_ day of \_\_\_\_\_, 2017.



Town of Olds

Request for Decision

35

## Olds Institute for Community and Regional Development Loan Report

September 11, 2017

7A

### RECOMMENDATION

**That the report on the loan arrangements for the Olds Institute for Community and Regional Development be accepted for information.**

### BACKGROUND

In 2010 Town of Olds Council approved a loan of \$6 million to the Olds Institute for Community and Regional Development (OICRD). A second loan of \$8 million was approved in 2014. Both loans were to be funded with money borrowed as debentures from Alberta Capital Finance.

Since that time OICRD has made payments to the Town of principal and interest as the payments on the debentures have come due. The total outstanding principal as of December 31, 2017 will be \$10,171,325.

In order to assist OICRD with meeting their cash flow requirements, the Town has reloaned most of the principal payments paid by OICRD back to OICRD. The total amount that will have been reloaned to OICRD by December 31, 2017 will be \$3,727,436.25. This has been funded to this point by managing the Town's daily cash flow and by using cash that could have been used for other purposes such as increasing the restricted reserves held by the Town or saving the money for future needs.

On February 13th, 2017 the Olds Institute for Regional and Community Development (OICRD) made a presentation to Town Council asking Council to consider refinancing the two loans previously made by the Town to the Olds Institute for the fibre to the premise project. This refinancing would replace the two loans with a single loan.

The intention was to apply to Alberta Capital Finance for a \$14 million debenture. Part of the debenture would have been used repay Alberta Capital Finance the remaining outstanding balance of the existing debentures and part of the debenture would have been used to repay the Town the amount that had been reloaned to OICRD. The benefit to OICRD would have been to reduce the total amount of the payments being made to Alberta Capital Finance and therefore would have helped with their cash flow. The payments would have been reduced since the term of the loan would have been extended. The benefit to the Town would have been the immediate repayment of the money that had been reloaned.

Alberta Capital Finance seems to be hesitant to approve a new debenture of \$14 million for the same project that has already been approved for previous debentures. There are indications that a new debenture for a longer term for the amount of the current outstanding debenture balance would be approved by Alberta Capital Finance. This would answer the purpose of the request of OICRD made in February by extending the term of the debenture. However the funds would not be available to pay the Town the amount that has been reloaned to OICRD.

Under the original scenario proposed by OICRD, for a \$14 million loan for 25 years OICRD would have been making payments of \$892,270 annually. The payments to Alberta Capital Finance for a 25-year \$10.2 million debenture would be \$648,255 annually. The difference between the amount paid to the Town by OICRD and the amount paid to Alberta Capital Finance would be \$244,015 annually. This amount will, over the 25 year term of the agreement, be sufficient to

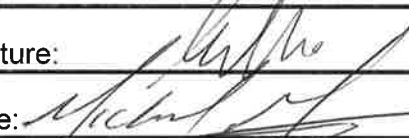

repay to the Town the amount of \$3.8 million that has been reloaned to OICRD and pay~~ed~~ to the Town \$1.9 million in interest.

The amount of restricted reserves reported on the financial statements of the Town of Olds as of December 31, 2016 was \$8,395,851. Currently the amount of cash and investments held by the Town is approximately \$12.5 million. It is eight months until the Town starts to receive the 2018 tax revenue from customers that are not on the Monthly Tax Payment Plan. The estimated net cash requirements for that period is \$6 million which would leave a balance of cash and investments of \$6.5 million available to fund the current restricted reserves.

If the Town applies for a debenture of \$10.2 million the amount of \$3.8 million that has been reloaned to OICRD will need to continue to be funded by the Town for the duration of the debenture. A portion of the \$3.8 million that the Town will have reloaned to OICRD by the end of 2017 can be partially funded through the management of the Town`s daily cash flow as it has been in the past. This would leave approximately \$2 million that will need to funded with cash that is currently invested as support for the Town`s restricted reserves. This can be accomplished by deciding to maintain reserves that, for the next few years, will not be fully funded. Or Council could decide to reduce the amount of the restricted reserves which would leave the remaining reserves fully funded.

**ALTERNATIVE OPTIONS**

- 1. Council can provide further direction on this item.

Submitted By:	Garth Lucas Director of Finance	Date: Sept. 6, 2017
Director Signature:		Date: Sept 6 / 17
CAO Signature:		Date: Sept 7 / 2017



Town of Olds

Request for Decision

37

Olds Institute September Loan Payment

September 11, 2017

7B

RECOMMENDATION

That the Town of Olds assist the Olds Institute cash flow situation by returning the principle portion of the September loan payments made by the Olds Institute to the Town of Olds in the amount of \$110,507 as permitted under Loan Bylaws 2017-13 until such time as the amounts authorized by the Loan Bylaw are repaid.

BACKGROUND

Loan Bylaw 2010 – 17 authorized the Town of Olds to loan \$6 million to the Olds Institute for Community and Regional Development (OICRD). The funds were loaned to OICRD in a series of tranches. One of those tranches has a payment to be made in September.

<u>Principle Amount</u>	<u>Interest Amount</u>	<u>Total Payment</u>
\$37,217.19	\$4,818.73	\$ 42,035.92

Loan Bylaw 2014 – 05 authorized the Town of Olds to loan \$8 million to the Olds Institute for Community and Regional Development (OICRD). The funds were loaned to OICRD is a series of tranches. Two of those tranches have payments to be made in September.

<u>Principle Amount</u>	<u>Interest Amount</u>	<u>Total Payment</u>
\$61,631.26	\$26,512.71	\$ 88,143.97
<u>\$11,659.13</u>	<u>\$ 3,948.00</u>	<u>\$ 15,607.13</u>
\$110,507.58	\$35,279.44	\$145,787.02

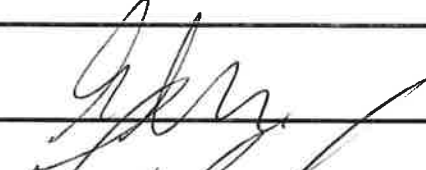

Currently the amount of the loan made to OICRD under Bylaw 2010 – 17 is \$5,959,191.65 and the amount of the loan made under Bylaw 2014 – 05 is \$7,939,244.76. When OICRD makes the September loan payments to the Town and the Town returns the principle portion of the payments to OICRD the amount of the loan balance will not change and will remain within the limits authorized by the current loan bylaw.

ALTERNATIVE OPTIONS

1. Council can receive this RFD for information. This will mean OICRD will be required to make the full principle and interest payments.

FINANCIAL IMPLICATIONS

<b>Cost</b>	<b>Source of Funding</b>
\$110,507	The return of the loan principle to OICRD will reduce the amount of cash available for use by the Town.

Submitted By: Garth Lucas, Director of Financer	Date: Sept 11, 2017
CFO Signature: 	Date: Sept 11, 2017
CAO Signature: 	Date: Sept 6/2017



Request for Decision

## Town of Olds and Mountain View County Shared Facility Agreement

September 11, 2017

### RECOMMENDATION

**That Council approve the Shared Facility Sub-Agreement between the Town of Olds and Mountain View County as presented.**

### BACKGROUND

The Inter-Municipal Collaboration Committee (ICC), as part of its mandate to review existing service agreements, has completed its review of the Recreation, Parks, Library and Culture Services Sub-Agreement and is recommending approval of the Shared Facility Sub-Agreement to both the Town of Olds and Mountain View County Councils. The Agreement as negotiated and written continues to support the spirit of collaboration between the two municipalities.

Mountain View County has shared in the operating costs of the Town operated recreation facilities and the library. Under the current agreement the funding received in 2017 is \$117.82 per capita for the operation of the Aquatic Centre and the Sportsplex and \$11.14 per capita for the Library.

Under the proposed Shared Facility Agreement the funding for 2018 would be \$164.95 per capita for shared recreation facilities to be used by the Town of Olds as required and \$15.60 per capita for the Library. This an initial 40% increase for both the recreation facilities and for the Library.

This equates to an increase from \$366,900 in 2017 to \$513,660 in 2018. The agreement specifies that the annual funding will increase by the Alberta Consumer Price Index.

The population figure to be used is the portion of the county lying within the Olds Recreation Area as identified in the Agreement.

### ALTERNATIVE OPTIONS

1. The proposed funding agreement can be received for information only.
2. Council can provide further direction on this item.

### FINANCIAL IMPLICATIONS

Cost	Source of Funding
<b>Total Cost</b>	

### ATTACHMENTS

Town of Olds and Mountain View County Shared Facility Funding Agreement

Submitted By:	Garth Lucas Director of Finance	Date: Sept. 6, 2017
Director Signature:		Date:
CAO Signature:		Date:

# **TOWN OF OLDS AND MOUNTAIN VIEW COUNTY**

## **Shared Facility Funding**

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### **Sub-Agreement**

This Sub-Agreement that flows from the Intermunicipal Cooperation Master Agreement is meant to demonstrate the commitment of the Town of Olds and Mountain View County to work collaboratively to plan for the future and provide facilities and services to the benefit of residents of both municipalities.



# Shared Facility Funding Sub-Agreement

Between

**The Town of Olds and Mountain View County**

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## **PREAMBLE**

**WHEREAS**, the Town of Olds operates recreation and culture facilities within the Town and provides equal access to residents within the County;

**WHEREAS**, the Town of Olds operates library facilities within the Town and provides equal access to residents within the County;

**AND WHEREAS**, the Town of Olds and Mountain View County jointly have entered into an Intermunicipal Cooperation Master Agreement (the “Master Agreement”);

**AND WHEREAS**, the Town and the County are each prepared to contribute financial assistance annually to cover Operating and Capital Maintenance Costs;

**AND WHEREAS**, the Town will allow County residents to use Shared Facilities based on the current year Town of Olds Rates and Fees Bylaw;

**AND WHEREAS**, the purpose of this Sub-Agreement is for the sharing of Operating and Capital Maintenance costs.

**NOW THEREFORE THIS AGREEMENT BEARS WITNESS** that the Town of Olds and Mountain View County agree as follows:

### **1 DEFINITIONS**

- 1 “CONSUMER PRICE INDEX” means the annual Alberta consumer price index (CPI) for “all goods” as calculated by Statistics Canada for the most recent one year period as of 1 January for the calendar year will be used to determine annual adjustments.
- 2 “COUNTY” means Mountain View County.
- 3 “ICC” means the Intermunicipal Cooperation Committee established under the Master Agreement and is composed of three Members of Council and the Chief Administrative Officers or designate of each Signatory.

- 4 “MASTER AGREEMENT” means the Town of Olds and Mountain View County<sup>42</sup> Inter-municipal Cooperation Master Agreement signed January 25, 2016.
- 5 “OLDS RECREATION AREA” means the area as shown on Schedule “5” of the Master Agreement and Schedule “C” to this Sub-Agreement.
- 6 “OPERATING AND MAINTENANCE COSTS” means the Town’s costs to operate and maintain the shared facilities within the Olds Recreation Area; including Capital Maintenance Costs”
- 7 “SHARED FACILITIES” means those facilities that are listed in Schedule A to this Sub-Agreement.
- 8 “SIGNATORIES” means the Town of Olds and Mountain View County.
- 9 “TOWN” means the Town of Olds.

## **2 TOWN OF OLDS SHALL**

- 1 Allow County residents to use Shared Facilities based on the current year Town of Olds Rates and Fees Bylaw.
- 2 Ensure that public and promotional information for Shared Facilities recognize the partnership and Cooperation between the Town and County.
- 3 Permit the County to nominate a person for appointment to the Olds Municipal Library Board and the Town agrees to appoint that person. The nominee may be either an elected official of the County or a resident of Mountain View County.
- 4 Unless mutually agreed otherwise, be a member of Parkland Regional Library.
- 5 Provide an annual summary to the County outlining the facilities and activities that the County contribution under this Sub-Agreement was applied to.
- 6 Operate and maintain the Shared Facilities.

## **3 MOUNTAIN VIEW COUNTY SHALL**

- 1 Agrees to make annual financial contributions for Operating and Capital Maintenance Costs.
- 2 The annual contribution by the County will be based on the 2017 per capita rates plus 40% for 2018. In the years following the annual rate will be increased by the Consumer Price Index as per article 16.3 of the Master Agreement. (See Schedule “B” to this Sub-Agreement.)

3 Unless mutually agreed otherwise, be a member of Parkland Regional Library.

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#### 4 **TERM**

1 The term of this Sub-Agreement and any renewals will match the Master Agreement between Olds and Mountain View County.

#### 5 **GEOGRAPHIC AREA**

1 The geographic area to which this Sub-Agreement will apply is the Olds Recreation Area shown in Appendix “C” attached to this document.

#### 6 **SCHEDULE OF PAYMENTS**

1 The County’s contribution to Operating and Capital Maintenance Costs will be paid to the Town on May 15<sup>th</sup> of each year during the term of this Sub-Agreement.

#### 7 **AMENDMENTS**

1 This Sub-Agreement and/or its sub-agreements may only be altered or amended in any of its provisions when any such changes are put in writing and signed by all of the Signatories in accordance with the Master Agreement.

2 The Chief Administrative Officers (CAO) of each of the town and the County will review this Sub-Agreement every two (2) years and will make recommendations for changes, if required, to their respective Councils.

#### 8 **DISPUTE RESOLUTION AND TERMINATION**

1 Each of the Town and County agree that dispute resolution and termination provisions for this sub-agreement will be in accordance with the Master Agreement.

#### 9 **INDEMNITY**

1 The County shall indemnify and save harmless the Town from and against any and all claims, demands, losses, costs, damages, actions, suits and proceedings arising out of the performance or non-performance of this Sub-Agreement except where such claims, demands, losses, costs, damages, actions, suits and proceedings arise from the gross negligence or wilful misconduct of the Town, its employees or agents and, in particular, without limiting the generality of the foregoing; the County shall indemnify and save harmless the Town from any claims, demands, losses, costs, damages, actions, suits and proceedings that arise from the Town’s failure to provide recreation and culture services in the Olds Rural Recreation and Culture Funding Area. Nothing in the foregoing shall be interpreted to require the County to

indemnify the Town for any claims, demands, losses, costs, damages, suits or proceedings by a third party against the Town with respect to the Town's operation and maintenance<sup>44</sup> of the Shared Facilities.

- 2 Notwithstanding Clause 9.1 above, this Sub-Agreement does not and shall not be deemed or construed to confer on the County any right to claim damages from the Town as a result of the Town's failure to provide recreation and culture services in the Olds Rural Recreation and Culture Funding Area.
- 3 The Town shall indemnify and save harmless the County from and against any and all claims, demands, losses, costs (including legal costs on a solicitor and own client basis), damages, actions, suits and proceedings arising out of the performance or non-performance of this Sub-Agreement and, in particular, without limiting the generality of the foregoing; the Town shall indemnify and save harmless the County from any claims, demands, losses, costs (including legal costs on a solicitor and own client basis), damages, actions, suits and proceedings that arise from the Town's operation and maintenance of the Shared Facilities.

10 **SEVERABILITY**

- 1 If any provision or provisions of this Sub-Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**IN WITNESS WHEREOF** the parties have hereunto affixed their seals by the hands of their proper offices in that behalf as of the day and year first below written.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017 at \_\_\_\_\_, Alberta

TOWN OF OLDS:

\_\_\_\_\_  
Mayor

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

MOUNTAIN VIEW COUNTY:

\_\_\_\_\_  
Reeve

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

**SHARED FACILITIES**

Library

Pool

Arena

Curling Rink

Soccer Fields/Ball Diamonds – minor sports, Outlying Plan

Schedule "B"

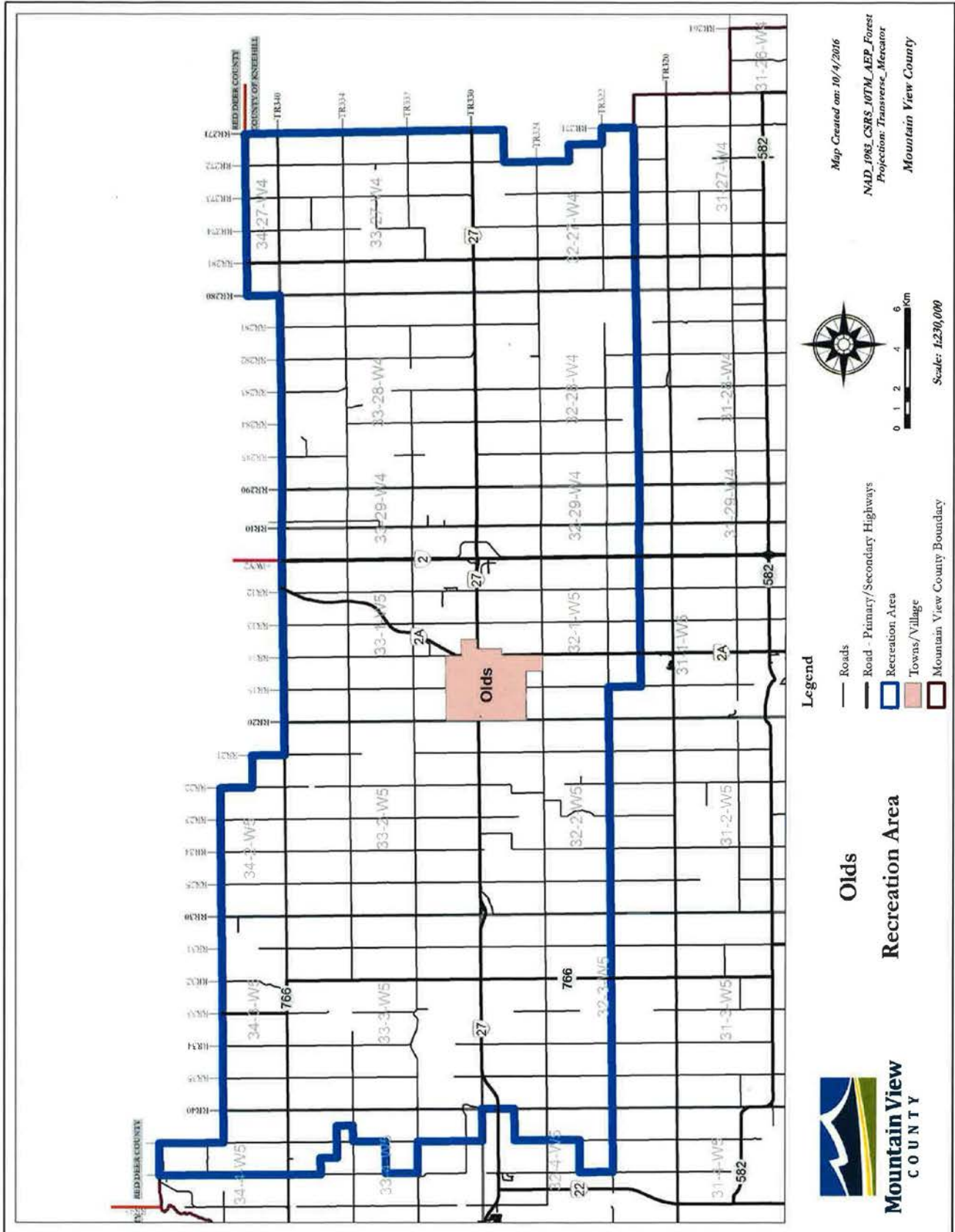
PER CAPITA FUNDING RATES

	2017 (Base Rate)	2018 (40% Increase)	2019 and Beyond (Increased by Consumer Price Index) as per Article 16.3 of the Master Agreement)
With Pool	117.82	164.95	
Library	11.14	15.60	

Rural Population as per 2016 Census - 2,845

Note: This population number will be amended following each Federal Census.

Schedule "C"





Town of Olds

Request for Decision

48

**Reports from Council, Authorities, Boards, Commissions, Committees and Task Forces**

September 11, 2017

*8A*

**RECOMMENDATION**

**That the reports from Council, Authorities, Boards, Commissions, Committees and Task Forces, ending September 11, 2017 be received for information.**

**BACKGROUND**

	Central Alberta Economic Partnership	✓	Municipal Planning Commission
	Citizens' on Patrol		Olds & District Chamber of Commerce
	Community Learning Campus		Olds & District Community Policing Advisory Society
	Family & Community Support Services		Olds & District Municipal Library Board
	Fire Committee		Olds Institute Technology Committee
	Mountain View Regional Waste Management Commission		Parkland Community Planning Services
	Mountain View Regional Water Services Commission		Parkland Regional Library Board
	Mountain View Seniors' Housing		Red Deer River Municipal Users Group
	Mountain View County Highway 2/27 ASP Steering Committee		South Red Deer Regional Wastewater Commission
✓	Municipal Area Partnership		Southern Alberta Energy from Waste Association

**ALTERNATIVE OPTIONS**

1. Council can receive for information the minutes of the various authorities, boards, commissions and task forces.

**ATTACHMENTS**

Various minutes are attached.

Prepared By:	Marcie McKinnon Legislative Clerk	Date:	September 6, 2017
CAO Signature:		Date:	<i>Sept 7/2017</i>





Minutes of the Municipal Area Partnership (MAP) Committee Meeting  
Held on Tuesday, February 7, 2017 at 9:00 a.m.  
Council Chambers, Mountain View County - 1408 - Twp Rd 320, Didsbury, AB

**Present:**

**Elected Officials:**

- Judy Dahl, Mayor, Town of Olds (Chair)
- Terry Leslie, Mayor, Town of Sundre
- Tim Hagen, Mayor, Village of Cremona
- Rick Mousseau, Mayor, Town of Didsbury
- Bruce Beattie, Reeve, Mountain View County (arrived at 9:08 a.m.)
- Jeremy Sayer, Councillor, Mountain View County

**Appointed Officials:**

- Angie Lucas, Interim Chief Administrative Officer, Town of Sundre
- Doug Wagstaff, Acting Chief Administrative Officer, Town of Olds
- Luana Smith, Chief Administrative Officer, Village of Cremona
- Carl McDonnell, Chief Administrative Officer, Town of Carstairs
- Harold Northcott, Chief Administrative Officer, Town of Didsbury
- Jeff Holmes, Acting Chief Administrative Officer, Mountain View County

**Absent:** Mayor Lance Colby, Town of Carstairs

- Angela Aalbers, Councillor, Mountain View County
- Tony Martens, Chief Administrative Officer, Mountain View County

**Recorder:** Kelly Lloyd

**1.0 CALL TO ORDER**

Mayor Judy Dahl, Town of Olds, called the meeting to order at 9:01 a.m.

**1.1 Appointments of MAP Chair, Vice-Chair and Recording Secretary**

Moved by Tim Hagen, that Olds be appointed the Chair of the Municipal Area Partnership.

CARRIED

Moved by Jeremy Sayer, that Reeve Beattie be nominated as Vice-Chair for the Municipal Area Partnership.

CARRIED

Moved by Mayor Dahl, that Marcie McKinnon, Legislative Clerk, Town of Olds, be appointed as Recording Secretary for the Municipal Area Partnership.

CARRIED

**2.0 ADOPTION OF AGENDA**

**Additions/Deletions:**

Remove item 6.5 and defer to a future meeting.

Moved by Mayor Mousseau, that the Municipal Area Partnership Committee adopt the agenda for the February 7, 2017 Municipal Area Partnership Meeting, as amended. CARRIED

### 3.0 ADOPTION OF PREVIOUS MINUTES

#### 3.1 June 13, 2016 MAP Minutes

Mayor Dahl asked for consensus to receive adopt the minutes of the June 13, 2016 MAP meeting as information. CARRIED

#### Alternates for the Municipal Area Partnership meetings

Sundre: Councillor Chris Vardas  
 Cremona: Deputy Mayor  
 Didsbury: Councillor Sheila Schultz  
 Olds: Deputy Mayor

Mountain View County has three representatives that attend MAP meetings: Councillor Angela Aalbers, Councillor Jeremy Sayer, and Reeve Bruce Beattie.

### 4.0 PRESENTATIONS

#### 4.1 Delegation - Adena Malyk, MVC Economic Development Officer re: Regional Video Project

Mrs. Malyk proposed a regional video project that completes CAEP's video project from six years ago. A CARE's grant application (application deadlines run from April 1 to May 31) will be developed. Mrs. Malyk stated that she is looking for support and funds from the Municipal Area Partnership for the project. Discussion ensued regarding whether or not the project would move forward should the grant application be not successful. The proposal estimated costs includes each video production at \$2,500.00 with a minimum total of \$25,000.00 for the whole project. Firmer costs are not determined and a service provider would have to be confirmed.

A review took place of the Partnership's Terms of Reference, item 3: Decision Making with regards to financial decisions.

Moved by Reeve Beattie that the Municipal Area Partnership approve the Regional Video Project utilizing the Municipal Area Partnership funds, subject to grant funding that may reduce cost. CARRIED

### 5.0 UNFINISHED BUSINESS

#### 5.1 MAP to provide a resolution to support Advanced Education programs.

This item regarding dual credit is complete.

#### 5.2 Report from ALL Council June 9, 2016 summary from each municipality was deferred.

This item is considered complete.

#### 5.3 Letter to be sent to the Minister regarding the grant ratio splitting between municipalities; for example 90%/10% split between Mountain View County and the Town of Sundre is not a reasonable split.

Sundre has sent a letter regarding grant ration splitting. The Minister has responded and is not entertaining any changes.

#### 5.4 MAP will need a process in place as soon as possible to apply for grants. MAP meetings are not a feasible forum to bring forward grant information to, as meetings are scheduled

every other month, will need to bring forward options and alternatives on how to access grants.

This item is a work in progress.

5.5 Sundre Hospital Update

Solutions from the community provided to alleviate potential long term care beds have been accepted and there has been some implementation of those solutions. Sundre considers this item completed.

5.6 Sundre Seniors Lodge

A reminder was given about the Sundre Seniors Lodge open house.

6.0 NEW BUSINESS

6.1 What are we doing with MAP?? What is MAP's future?

Through discussion, it was determined that the Chief Administrative Officers will attend every MAP meeting. Each MAP meeting will be held on the first Tuesday, in Council Chambers at Mountain View County, beginning at 9:00 a.m. The date is to be determined at each meeting.

6.2 Summer Games Legacy Committee – Status Update

The Summer Games Legacy Committee is stale dated and finances (approximately \$125,000) for this committee are being held by the Town of Olds. Discussion ensued as to the history of the committee, the criteria for money distribution and support for resurrection.

Moved by Bruce Beattie that the Municipal Area Partnership recommend an administrative appointment to the Summer Games Legacy Committee.

Mayor Dahl recessed the meeting at 10:04 a.m. and reconvened at 10:14 a.m.

6.3 Next Joint Meeting Date - for discussion

Moved by Mayor Dahl, that the next Joint Meeting date will be determined to take place in the last two weeks of June, aiming for a Tuesday. CARRIED

All elected officials are asked to poll their council.

6.4 The future of the HUB System and AFRRCS

Mr. Holmes explained that the HUB radio system future is uncertain due to repairs in communities to their towers. All communities are moving towards a conversion to the Alberta First Responders' Radio Communications System (AFRRCS).

6.5 MVC Economic Development Strategy

This item was deferred to a future meeting.

6.6 Booking George Cuff for Municipal Orientation following the 2017 Election  
Logistics for organizing this orientation was left with the CAO's.

7.0 ROUND TABLE

Didsbury: Land district changed from industrial to residential where 5 phases are expected to be completed

by 2020. Lift station installation in 2017. 20<sup>th</sup> Avenue projects include roads pavement and lighting. Lagoon project wrapped up in 2016. New fire hall opened October 2016. A 10 year strategic plan was developed. The 3<sup>rd</sup> phase of the pool renovation is completed. A church has been purchased and converted to the town office which allowed for an expansion in the library.

Cremona: paved streets. Public works from fire hall to another building to allow for expansion in the fire hall. Bought a church.

Sundre: 5 year capital plan adopted as well as a two year operating budget. \$2.2 M project on Centre Street north for repairs to linear boulevard enhancements. Waste water treatment plant is near capacity. Life cycle planning costs incorporated into capital and operations budget.

MVC: Completion of capital and operating budgets. Significant reduction on assessed value for linear. Developing a long range road strategy. Land use planning continues to be a challenge (i.e. gravel pits). ASP's in process (Eagle Valley and the Wessex). In conversations with Sundre regarding operations of the recycling centres.

Olds: CAO selection underway. Completion of: Cemetery Bylaw and Utility Rates Bylaw. Chinooks Edge School Division lands are now being developed. In progress is the Cornerstone ARP and naming of town facilities policy introduced. Decommissioning sewage plant and reclamation to prepare for a new operations centre. Canada 150 Eye of the Lens project.

#### 8.0 KEY MESSAGES

1. Next Joint Meeting Date will be June 2017. Date to be determined.
2. An update was provided on the Summer Games Legacy Committee
3. MAP approved a Regional Video Project subject to approval of grant funding
4. Regional Elected Official Orientation will occur after the election.

Key messages will be moved in the agenda after financial/budget report.

#### 9.0 FINANCIAL/BUDGET REPORT

##### 9.1 Financial Update – from CAO/CFO of MVC

Moved by Reeve Beattie, that the Municipal Area Partnership accept the Financial/Budget Report as information. CARRIED

#### 10.0 NEXT MEETING

##### 10.1 Determine Next Meeting Date

The Municipal Area Partnership Committee scheduled the next meeting for Tuesday, May 2, 2017 at 9:00 a.m. at the Mountain View County Office. CARRIED

##### 10.2 Determine Meeting Schedule i.e.: monthly, quarterly, bi-annually

There was discussion regarding how often the Partnership should meet. At this time, it will be determined at the end of every meeting.

#### 11.0 ADJOURNMENT

Chair Mayor Dahl adjourned the Municipal Area Partnership Committee meeting adjourn at 11:01 a.m. CARRIED

  
Chair, Municipal Area Partnership Committee

  
Secretary, Municipal Area Partnership Committee



Minutes of the Municipal Area Partnership (MAP) Committee Meeting  
 held on Tuesday, May 2, 2017 at 9:00 a.m.  
 Council Chambers, Mountain View County – 1408 Twp Rd 320, Didsbury AB

PRESENT:

**Elected Officials:**

- Judy Dahl, Mayor, Town of Olds (Chair)
- Terry Leslie, Mayor, Town of Sundre
- Sonia Temple, Deputy Mayor, Village of Cremona
- Rick Mousseau, Mayor, Town of Didsbury
- Lance Colby, Mayor, Town of Carstairs
- Angela Aalbers, Councillor, Mountain View County
- Jeremy Sayer, Councillor, Mountain View County

**Appointed Officials:**

- Linda Nelson, Chief Administrative Officer, Town of Sundre
- Pat Vincent, Interim Chief Administrative Officer, Town of Olds
- Luana Smith, Chief Administrative Officer, Village of Cremona
- Harold Northcott, Chief Administrative Officer, Town of Didsbury
- Tony Martens, Chief Administrative Officer, Mountain View County
- Carl McDonnell, Chief Administrative Officer, Town of Carstairs

**Recorder:**

- Marcie McKinnon, Legislative Clerk, Town of Olds

**Regrets:**

- Tim Hagen, Mayor, Village of Cremona
- Bruce Beattie, Reeve, Mountain View County

1.0 **CALL TO ORDER**

Mayor Judy Dahl, Town of Olds, called the meeting to order at 9:00 a.m.

**Additions:**

- CARES Grant Application
- 2019 Seniors Master Summer Games – regional interest?
- Address Canada 150 events in your community – during round table discussion

Adena Malik, with Mountain View County joined the meeting as presenter at 9:02 a.m.

2.0 **ADOPTION OF AGENDA**

Moved by Councillor Sayer, “that the Municipal Area Partnership Committee adopt the agenda for the May 2, 2017 Municipal Area Partnership Meeting, as amended.”

**CARRIED**

3.0 **ADOPTION OF PREVIOUS MINUTES**

Moved by Councillor Sayer, “that the Municipal Area Partnership Committee adopt the minutes of the February 7, 2017 MAP meeting as presented.”

**CARRIED**

Chair moved item 4.0 PRESENTATION down the agenda to conform to delegation scheduled time to present.

## 5.0 UNFINISHED BUSINESS

The MAP Committee discussed unfinished business from the February 7 MAP meeting as follows:

### *5.3 Letter to Minister regarding grant ratio splitting between municipalities.*

Mayor Leslie addressed this item as correct in the minutes and advised that it is complete.

### *5.4 Provincial Grants and creating a MAP process for grants.*

No progress has been made, feeling is how do we all know what is out there, the timing of it, and what is applicable to this level? Mayor Dahl spoke on the Town's process and that one employee to deal with internal grant level. It was suggested that the regional CAO's prepare a list through collaboration throughout the entire region on applicable grants for funding that will speak to timing of grant and level of decision required for grant and bring back to MAP.

**CONSENSUS**

### *6.3 MAP Joint Dinner Meeting for all Council members of each municipality*

Discussion held on scheduling issues trying to pick a date for all to attend, consensus is to set date, set agenda and whomever is available will attend.

Moved by Mayor Dahl that the Municipal Area Partnership ALL COUNCIL Joint Dinner Meeting Date be set for TUESDAY June 20 at 5 p.m. at the Mountain View County, Council Chambers. Agenda items are requested to be to Chair Dahl or CAO Merritt (Town of Olds' new CAO) by May 24, 2017.

**CARRIED**

## 6.0 NEW BUSINESS

### **6.1 CARES Grant Application – Update (Regional Video Program)**

Mrs. Adena Malik, MVC Economic Development Office attended and provided update on the grant application for the Regional Video Project that MAP supported. Mrs. Malik spoke to some of the regulations and modifications that have been made to the grant program, she was also seeking permission/direction from MAP to proceed with the application. The application will involve regional collaboration and create community profiles based on census data. This data will be much broader than CAEP community profile and contain confirmed census data. Discussion ensued on the financial commitment from MAP and what each municipality can expect from that grant if successful.

*Mayor Judy Dahl recessed the meeting at 9:40 a.m. and reconvened at 9:48 a.m.*

Moved by Councillor Aalbers that the Municipal Area Partnership approve the Regional Video Project, including both a regional profile and community profiles for each municipal partner, utilizing MAP funds, to a maximum of 50 of total project costs of up to \$25,000.

**CARRIED**

Councillor Aalbers further requested that the Regional Video Project be shared with all member municipality Councils.

**CARRIED**

Mrs. Malik to prepare information on CARES program and send to MAP-CAO's to forward and address with their respective Councils. Intent is to keep Councils informed.

#### 4.0 PRESENTATIONS

Mayor Judy Dahl welcomed Ms. Joey Hurley and Ms. Breanna Piercy from Alberta Environment and Parks to the MAP meeting to speak on Alberta Water Reuse and Stormwater Use Policy.

Ms. Joey Hurley and Ms. Breanna Piercy provided information regarding the policy as follows:

- Interim guidance to authorize reuse of municipal and industrial wastewater
- Policy Outcomes
- Proposed Policy Shifts
- Risk Assessment Guidebook

The MAP Committee discussed the following:

- Appeal process-is there one?  
The appeal process would be the same as any current regulations, however will be included in future drafts of the policy.
- Deadlines for new policy?  
Intention is to bring regulation changes to the spring 2018 Session, and legislation changes to the fall 2018 Session.

Mayor Dahl thanked Ms. Hurley and Ms. Piercy for their presentation.

Mayor Dahl recessed the meeting at 10:44 a.m. and reconvened at 10:55 a.m.

#### 6.2 Summer Games Legacy Committee

The following is an update on the naming of the committee members:

Carstairs – Sharon Coupe

Cremona – Luana Smith

Didsbury – Nicole Aasen

Sundre – TBA – going to May 8<sup>th</sup> Council

Mountain View County – Pam Thomas

Town of Olds – Doug Wagstaff

#### 6.3 Municipal Orientation

Interim CAO Vincent advised that at the last Regional CAO's meeting MVC took the lead for the Municipal Orientation, which has been set for Wednesday, October 18, 2017 at the Olds Legion Hall. Mr. Russell Farmer has been confirmed as the Municipal Consultant to speak to the Governance portion and Mrs. Sheila McNaughton for the Legal portion of the orientation.

Discussion was held on the timing of the orientation, considering legally the official election results are not released until noon on Friday of the election week. Councillor Sayer posed the question as to what happens if unclear results at time of orientation, committee said both candidates would attend orientation. Mayor Dahl spoke to concerns of the Returning Officer for the Town of Olds, Mr. Bill Johnson, on timing of orientation.

Interim CAO Vincent, stated that due to timing to complete orientation and availability of consultant, this time was determined.

The decision at the MAP table was to proceed as scheduled for the Municipal Orientation on Wednesday, October 18, 2017.

CONSENSUS

**6.4 Mountain View Region Parks, Recreation and Culture Master Plan**

Mayor Dahl asked for status of municipality's approval the master plan:

- Didsbury – No
- Cremona – No
- Carstairs – No
- Sundre – No
- MVC – No
- Town of Olds – Yes

All Councils have accepted the master plan as information only in 2009. The rationale was if adopted it puts the plan into effect, and the public may expect plan to come to light. Other thoughts were the document wasn't as broad regionally as it should be. Discussion ensued on impending changes to the Municipal Government Act and regulations that will call for changes to how municipalities work together.

**6.5 2019 Senior Summer Master Games**

Interim CAO Vincent, spoke to Ministers' letter regarding regional interest in hosting the 2019 Senior Summer Master Games. Town of Olds referred the item to Olds Institute and there is some interest. The event would consist of 1800 athletes (55+) along with their families. There could be some government funding assistance. Mr. Vincent took the request to the Regional CAO's meeting and direction there was to bring to MAP. The first step of the process would be to submit letter by May 31 stating our intention to bid on hosting the event.

It was asked if the Summer Games Legacy Fund could be used for this. Mr. Vincent believes yes.

CAO Nelson spoke to her experience with the Senior Summer Games when working with a different municipality. The committee for the games does a majority of the fund raising themselves, the intent is to use existing facilities in the communities. There was not a lot of capital expense required.

Discussion ensued on if the region have the necessary facilities, and if not how do we work together to get them? The Town of Olds is currently developing sports fields and would encourage consideration of the 2021 Games to best utilize the fields after completion. Mountain View County Staff is already stretched – doesn't have resources at this time to assist in the bid application.

Moved by Mayor Colby, "that the Municipal Area Partnership revisit hosting the 2021 Senior Summer Master Games."

**CARRIED**

**7.0 ROUND TABLE**

1. Village of Cremona – Canada Day is always big, this year they are adding hot air balloon rides and soap box derby. Four roads will be done, the fire hall renovations are continuing and they have started their ICC meetings with the County.
2. Town of Didsbury - provided extensive list of Canada 150 events they are planning over the year; the strategic plan is done; the construction is about 70% complete on the new town office; and the Town issued 14 new business licences, but lost three.
3. Town of Carstairs – working on Canada 150 events currently, the Beef & Barley Days will included in Canada 15. Development has been happening in both residential and commercial. Skate park construction is ongoing and Town is on track with the Parks, Recreation and Culture Master Plan.



4. Town of Sundre – spoke to Canada 150 events (BBQ by Council Services, events planned with the Museum and fireworks; holding a public open house on “the future of broadband” in Sundre with 2 questions, 1) Will you subscribe? And 2) Do you support Town funds to do this?; the center street north project, will be completed this summer; and there will be a traffic pilot project with three roundabouts being put in and running a trial phase starting in June.
5. Town of Olds – Canada 150 events include “Eye of the Lens”, Town received grant to create a story on what Canada means to us, there will be a parade, the celebration in the park, BBQ, family movie in park, along with fireworks. There was also 300 tulips planted in the fall which were donated by Home Hardware. Council approved their service plan, and start the services level review this month. Fire Chief recruitment has begun; the new CAO, Michael Merritt will be in place on May 8<sup>th</sup> and the Town’s virtual city hall goes live in May.
6. MVC – unsure of Canada 150 for County, June 30 is MVC Breakfast; held their strategic retreat a month ago, and did differently this year where they focused on high level strategy, took a look back at what they did in this term, what do they wish to accomplish in the 6 months till election, and then what happens after election. Had great facilitators! Road work in the County to fix road, renovate a bridge, and road patch work continues.

#### 8.0 KEY MESSAGES

1. Regional Video Project support
2. Municipal Area Partnership ALL COUNCIL Joint Dinner Meeting Date be set for TUESDAY June 20 at 5 p.m. at the Mountain View County, Council Chambers. Agenda items are requested to be to Chair Dahl or CAO Merritt (Town of Olds’ new CAO) by May 24, 2017
3. Municipal Orientation, Wednesday, October 18, 2017 at Olds Legion
4. Alberta Environment and Parks Presentation back to respect Councils

#### 9.0 FINANCIAL/BUDGET REPORT

Financial/Budget Report had no change to the budget amount of \$54,818.95

#### 10.0 NEXT MEETING

Moved by Mayor Dahl that the Municipal Area Partnership Committee schedule the next meeting for Tuesday, September 5, 2017 at 9:00 a.m. at the Town of Olds Office.

**CARRIED**

10.1 Agenda Items for next meeting

Agenda items to be sent in to Mayor Judy Dahl by August 25, 2017

#### 11.0 ADJOURNMENT

Moved by Mayor Dahl that the Municipal Area Partnership Committee meeting adjourn at 11:51 a.m.

**CARRIED**

  
 \_\_\_\_\_  
 Chair, Municipal Area Partnership Committee

  
 \_\_\_\_\_  
 Secretary, Municipal Area Partnership Committee

Minutes of the Town of Olds MUNICIPAL PLANNING COMMISSION (MPC) meeting held on Thursday, August 17, 2017 at 8:30 a.m. in Council Chambers at the Olds Town Office.

**Present – MPC Members**

Public at Large: Don Dwyer, Dave Harris, Heather Ryan and Andy Weiss.  
Elected Officials: Mayor Dahl, Councillor Wade Bearchell and Councillor Mary Jane Harper.

**Absent – MPC Members**

Absent: None.

**Present – Staff**

Doug Wagstaff, Chief Operating Officer; Carey Keleman, Development Officer II; and Karol Jorgensen, Recorder.

**Attendees & Delegates**

None.

**1. Call to Order**

Chair Don Dwyer called the meeting to order at 8:30 a.m.

**1A. Added Item(s)**

None.

**1B. Adoption of Agenda**

Moved by Mayor Dahl, "to adopt the Agenda for the Municipal Planning Commission meeting of August 17, 2017 as presented."

**Motion Carried** 17.41

**2. Adoption of Previous Minutes**

Moved by Commissioner Ryan, "to adopt the meeting minutes from the July 20, 2017 Municipal Planning Commission meeting as presented."

**Motion Carried** 17.42

**3. Business Arising from the Minutes**

None.

**4. New Business**

- 4A) DP17-100  
Deck with Rear Yard Relaxation  
104 Sierra Place

Development Officer Keleman presented this application as contained in the Agenda.

Discussion:

The development is existing and was constructed in the past 10 years.

Development Officer Keleman was asked if she would recommend approval if this application was brought forward as a new development; and she replied that she would recommend approval.

Moved by Commissioner Weiss, “that the Municipal Planning Commission approve Development Permit Application DP17-100 as presented, subject to conditions listed in the attached draft Development Permit.”  
**Motion Carried** 17.43

**5. Correspondence and Information**

**5A) Development & Building Permits and Monthly Building Permit Statistics**

Development Officer Keleman reported on the list of development and building permit files for July 2017 and the Monthly Building Permit Statistics.

Moved by Councillor Harper, “that the development updates be received as information.”

**Motion Carried** 17.44

**6. Adjournment**

The next Municipal Planning Commission meeting will be Thursday, September 21, 2017 at 8:30 a.m. in Town of Olds Council Chambers.

Councillor Bearchell moved to adjourn the Municipal Planning Commission meeting at 8:36 a.m.

**Motion Carried** 17.45

These Minutes approved \_\_\_\_\_.

\_\_\_\_\_  
**DON DWYER**  
**CHAIRPERSON**

\_\_\_\_\_  
**SCOTT CHANT**  
**CHIEF OPERATING OFFICER**

## Town of Olds Development & Building Permits

## July 2017

Permit	Applicant	Owner	Civic Address	Lot	Blk	Plan	App Description	Value
17-069	Auriel Tejas	Bozen Investments	4902 51 Avenue	19	19	657 JK	Home Occupation Class 2 - Auriel Tejas, Remedial Massage Therapist	\$0
17-069A	Sundial Growers Inc.	Sundial Growers Inc.	6102 48 Avenue	1	1	1511656	Industrial Accessory Building - BP only	\$900,000
17-069B	Sundial Growers Inc.	Sundial Growers Inc.	6102 48 Avenue	1	1	1511656	Industrial Accessory Building - BP only	\$80,000
17-069C	Sundial Growers Inc.	Sundial Growers Inc.	6102 48 Avenue	1	1	1511656	Greenhouse - BP only	\$2,520,000
17-087	Scottco Chemicals	Scottco Chemical Inc.	6320 Imperial Way	2	9	7810829	40' X 40' Accessory Building with rear yard relaxation.	\$20,000
17-092	Robynn Lynn Hoschka	Robynn Lynn Hoschka	5623 Sunrise Crescent	16	11	9511271	Post construction sunroom with rear yard relaxation. DP only.	\$0
17-093	Joel & Ariann Vermeulen	Joel & Ariann Vermeulen	5513 54 Street	16	3	7610845	Detached dwelling with secondary suite (DP only).	\$0
17-095	Chinook Estates Ltd.	Chinook Estates Ltd.	4574 51 Avenue	R1	11	6580JK	Four Storey (22 Unit) Apartment / Condominium	\$4,500,000
17-097	Jonas Hunford	Jonas Hunford	4622 47 Avenue	6	21	2652S	Home Occupation Class 1 - Home office for Electrical Contractor.	\$0
17-098	Dwayne Ibsen	Dwayne Ibsen	6002 60 Street	21	3	212812	Home Occupation Class 1 - Home office for Solar Equipment Sales	\$0
17-099	Neil Godwin	Neil Godwin	4730 - 52 Street	2	28	6865FB	Demolition of 14' x 22' Detached Garage	\$0
17-102	David Whitfield	David Whitfield	5416 Silverthorn Road	11	5	9111194	13' x 14' Deck	\$2,500
								<b><u>\$8,022,500</u></b>

## 2017 BUILDING PERMIT STATISTICS - Town of Olds

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Residential											Commercial		Industrial		Institutional		TOTALS	
Detached		Duplex			Multi-Unit			Acc. Bldg/Other										
	#	Value	#	Units	Value	#	Units	Value	#	Value	#	Value	#	Value	#	Value	#	Value
Jan	1	\$ 335,000	0	0	0	0	0	0	4	\$ 207,000	2	\$ 90,000	0	0	0	0	7	\$ 632,000
Feb	0	0	2	2	\$ 450,000	0	0	0	2	\$ 22,000	2	\$ 170,000	0	0	0	0	6	\$ 642,000
Mar	2	\$ 680,000	0	0	0	0	0	0	3	\$ 52,000	2	\$ 76,500	0	0	1	\$ 1,572	8	\$ 810,072
Apr	2	\$ 685,000	0	0	0	0	0	0	8	\$ 94,600	1	\$ 25,000	1	\$ 10,000	1	\$ 830,000	13	\$ 1,644,600
May	3	\$ 780,000	0	0	0	0	0	0	7	\$ 68,500	1	\$ 200,000	0	0	2	\$ 397,900	13	\$ 1,446,400
Jun	1	\$ 362,500	0	0	0	0	0	0	3	\$ 93,000	2	\$ 27,000	2	\$ 118,000	0	0	8	\$ 600,500
Jul	0	0	0	0	0	1	22	\$4,500,000	1	\$ 2,500	0	0	2	\$3,520,000	0	0	6	\$ 8,022,500
Aug																		
Sep																		
Oct																		
Nov																		
Dec																		
	9	\$ 2,842,500	2	2	\$ 450,000	1	22	\$4,500,000	28	\$ 539,600	10	\$ 588,500	5	\$3,648,000	4	\$ 1,229,472	53	\$13,798,072

## 2016 BUILDING PERMIT STATISTICS - Town of Olds

Residential											Commercial		Industrial		Institutional		TOTALS	
Detached		Duplex			Multi-Unit			Acc. Bldg/Other										
	#	Value	#	Units	Value	#	Units	Value	#	Value	#	Value	#	Value	#	Value	#	Value
Jan	1	\$ 440,000	0	0	0	0	0	0	1	\$ 1,000	2	\$ 1,175,000	0	0	0	0	4	\$1,616,000
Feb	0	0	1	2	\$ 330,000	0	0	0	0	0	2	\$ 80,000	0	0	0	0	3	\$ 410,000
Mar	2	\$ 190,000	0	0	0	0	0	0	5	\$ 98,000	3	\$ 290,000	1	\$ 70,000	2	\$ 172,600	13	\$ 820,600
Apr	1	\$ 340,000	0	0	0	0	0	0	7	\$ 67,000	2	\$ 130,000	0	0	1	\$1,100,000	11	\$ 1,637,000
May	0	0	2	2	\$ 500,000	0	0	0	6	\$ 98,072	3	\$ 88,000	0	0	1	\$ 40,000	12	\$ 726,072
Jun	2	\$ 359,000	1	2	\$ 650,000	0	0	0	8	\$ 111,700	3	\$ 60,075	0	0	1	\$ 85,000	15	\$ 1,265,775
Jul	0	0	0	0	0	0	0	0	4	\$ 97,500	7	\$ 2,763,230	1	\$ 220,000	4	\$ 769,486	16	\$ 3,850,216
Aug	1	\$ 325,000	0	0	0	0	0	0	3	\$ 67,000	3	\$ 48,000	0	0	0	0	7	\$ 440,000
Sep	1	\$ 270,000	1	2	\$ 500,000	0	0	0	5	\$ 57,000	2	\$ 22,500	0	0	0	0	7	\$ 579,500
Oct	5	\$ 1,488,500	2	2	\$ 400,000	0	0	0	4	\$ 75,000	1	\$ 1,000	0	0	0	0	12	\$ 1,964,500
Nov	0	0	0	0	0	0	0	0	1	\$ 22,000	1	\$ 250,000	0	0	1	\$ 10,200	3	\$ 282,200
Dec	0	0	0	0	0	0	0	0	0	0	1	\$ 100,000	1	\$ 18,000	0	0	2	\$ 118,000
	13	\$ 3,412,500	7	10	\$ 2,380,000	0	0	0	44	\$ 694,272	30	\$ 5,007,805	3	\$ 308,000	10	\$2,177,286	105	\$13,979,863



Town of Olds

Request for Decision

62

Correspondence and Information

September 11, 2017

11A

**RECOMMENDATION**

That the Correspondence and Information Report ending September 11, 2017 be received for information.

**BACKGROUND**

The Correspondence and Information Report is a collection of general information received at the Town Office and is provided to Council as information. Council may choose to provide direction to Administration on any item contained in this report.

Council Policy 105C excerpt:

- d. Ensure that all mail to the "Mayor", "Council", or the "Mayor and Council" is:
  - i. immediately forwarded to the Mayor's office, CAO and added to the Correspondence File which will appear on the next Council Agenda,
  - ii. reviewed by the CAO to see if administrative analysis and report is required,
  - iii. mail requiring a response, is answered to by signature of the Mayor, CAO or designate.

LIST OF CORRESPONDENCE AND INFORMATION PRESENTED:

ITEM #	FROM / TO	REGARDING
A	Alberta Municipal Affairs letter dated August 18, 2017	"This Affects You; Municipal Engagement Excellence" Announcing Award
B	Alberta Urban Municipalities Association letter dated August 22, 2017	Congratulation on receiving "This Affects You; Municipal Engagement Excellence" Award
C	Minister of Innovation, Science and Economic Development email dated August 29, 2017	Olds Community Owned Fibre Optic Network
D	Town of Olds letter to The Honourable Navdeep Singh Bains, Minister of Innovation, Science and Economic Development	Olds Community Owned Fibre Optic Network

**ALTERNATIVE OPTIONS**

1. Council can provide further direction on any of the correspondence or information items.
2. Council can pass make another recommendation being specific in what it wishes to direct as an alternate follow up.

**ATTACHMENTS**

Correspondence and Information packet is attached.

Submitted By:	Marcie McKinnon Legislative Clerk	Date: September 6, 2017
CAO Signature:		Date:



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Leduc-Beaumont*

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AR91080

**AUG 18 2017**

Her Worship Judy Dahl  
Mayor  
Town of Olds  
4512 - 46 street  
Olds, AB T4H 1R5

Dear Mayor Dahl and Council,

It is my pleasure to announce that the Town of Olds is the winner of an honourable mention for the 2017 Minister's Awards of Municipal Excellence in the Innovation category for the "This Affects You: Municipal Engagement Excellence" initiative.

The annual Minister's Awards recognize key achievements and successes in municipal operations and governance. Award committee members assessed 37 submissions for the 2017 awards, and I know the committee was challenged in choosing the successful recipients given the quality of submissions. "This Affects You: Municipal Engagement" is an excellent example of an innovative approach to public participation that will foster a culture of engagement in your community. Congratulations on the excellent work of this initiative.

I will be distributing the awards in the recipients' communities over the coming months. My office will contact you to make arrangements to present your honourable mention award. Additionally, I will highlight award recipients in my comments at the 2017 fall Alberta Association of Municipal Districts and Counties and Alberta Urban Municipalities Association conventions.

Once again, congratulations and thank you for your efforts to build a stronger community and province.

Sincerely,

Hon. Shaye Anderson  
Minister of Municipal Affairs

cc: Michael Merritt, Chief Administrative Officer, Town of Olds

RECEIVED

AUG 28 2017



August 22, 2017

Her Worship Mayor Judy Dahl  
4512 46 Street  
Olds, AB T4H 1R5

Re: 2017 Minister's Award for Municipal Excellence

Dear Mayor Dahl,

AUMA was pleased to join AAMDC in participating in the selection committee for the 2017 Minister Awards for Municipal Excellence. Congratulations on receiving an award for your *This Affects You: Municipal Engagement Excellence* initiative. Your campaign on public engagement was impressive as this is an important issue for many rural and urban municipalities.

We have published an article in our weekly member newsletter about all 2017 Municipal Excellence award winners. We understand the Minister has or will soon present the award in your community rather than at the AUMA and AAMDC Conventions as has been done in the past. We will therefore mention your award at our Convention but will not be calling you to the stage as there is no longer a presentation from the Minister.

As your initiative will be of interest to other municipalities as well, I would invite you to consider submitting it for inclusion on our Citizen Engagement Toolkit Hub on the AUMA website. If you are interested, please email [advocacy@auma.ca](mailto:advocacy@auma.ca) and our staff would be happy to work with you on this.

Congratulations again on your award and I wish you continued success with this initiative.

Sincerely

A handwritten signature in blue ink that reads 'Lisa Holmes'.

Lisa Holmes  
AUMA President



**From:** Minister of ISED - Ministre de ISDE (IC) <ised.minister-ministre.isde@canada.ca>  
**Sent:** Tuesday, August 29, 2017 11:48 AM  
**To:** Judy Dahl  
**Cc:** earl.dreeshen.c1a@parl.gc.ca; Setlakwe, Lisa (IC)  
**Subject:** Minister of Innovation, Science and Economic Development

**COPY**

Minister of  
Innovation, Science and  
Economic Development



Ministre de  
l'Innovation, des Sciences et du  
Développement économique

Dear Mayor Dahl:

Thank you for your correspondence conveying the impressive efforts that the Town of Olds has taken to establish a community-owned fibre optic broadband network.

We clearly share a common interest in ensuring that Canadians have access to affordable and reliable broadband services. I am encouraged to see the success Olds has achieved in positioning itself as a digital leader, and there is no doubt that your community's efforts can help serve as a model for other rural municipalities across Canada. As you may know, I have spoken about the importance of thinking in terms of gigabits rather than megabits, and the Olds Connected Community Network is a perfect example of that.

I can also appreciate that deploying broadband infrastructure in rural and remote areas can be challenging. Federal programs, such as Connect to Innovate and Connecting Canadians, were designed to help encourage deployment in these areas while working closely with partners from the private sector, as well as the provinces, territories, and municipalities. Collectively, these efforts have helped narrow the digital divide, but there is always room for improvement.

My department looks forward to working with you to continue to expand broadband access to Canadians. I encourage you to contact Ms. Lisa Setlakwe, Acting Assistant Deputy Minister, Strategy and Innovation Policy Sector, at 343-291-2294 or by email at [lisa.setlakwe@canada.ca](mailto:lisa.setlakwe@canada.ca), should you wish to arrange a meeting to discuss the success that the Town of Olds has achieved and how the Government of Canada can better help support your efforts.

Once again, thank you for writing and please accept my best wishes.

Sincerely,



The Honourable Navdeep Bains, P.C., M.P.

c.c.: Mr. Earl Dreeshen, M.P.  
Ms. Lisa Setlakwe

Canada



# Town of Olds

## OFFICE OF THE MAYOR

The Honourable Navdeep Singh Bains  
 Minister of Innovation, Science and Economic Development  
 House of Commons  
 OTTAWA, Ontario Canada K1A 0A6

VIA EMAIL: [Navdeep.Bains@parl.gc.ca](mailto:Navdeep.Bains@parl.gc.ca)  
*"original to follow"*

Dear Minister Bains:

It is my pleasure to introduce you to the story of the Olds Connected Community Network that has been created in OLDS, AB. The Olds community is connected by a fibre optic broadband network that is 100% community owned. It is operated by the Olds Institute for Community and Regional Development (OICRD), a non-profit community and economic development organization operated by volunteers within our community.

Together, we have developed a sustainable model that has created competition and greater connectivity for our citizens. Town of Olds Council and Administration have enabled this development by securing resources and developing policy and protocol to create a fair and competitive space.

The network is open access and can be used by more than one Internet Service provider. Sharing the network reduces infrastructure costs, crowding in our rights-of-way and increases service based competition and innovation. These things benefit consumers, business and government. We believe they are important to Canadians and the Honourable Minister of Industry, Science and Economic Development. O-NET, our local Internet Service Provider has also been developed by the non-profit OICRD and now offers Internet speeds that are 100 times faster in Olds than they are in the average Canadian Community. Rather than poor connectivity, we now have an abundance of broadband that is now being leveraged by health, education, industry, commerce, government and residents alike.

While there are many positive consequences, there are challenges to being first:

- We spent a lot of time and energy trying to encourage the big telecommunications incumbents to work with us and invest in rural service. Unfortunately, our experience demonstrates the unwillingness of incumbent Telco's to invest in rural markets where there is a slower return on investment.
- We created our network before any sort of "how to" guide could be created and we had to learn from our mistakes. Learning has been costly and these costs have been carried by our small municipal population of 9,184 residents (not including Olds College Institution students).
- We ultimately ended up developing our own Internet Service Provider and a drop company because the big Telco's were unwilling to participate in the market place. We created and tested the process that many are now using at our own expense.
- The Olds Connected Community Network and our ISP are functional and sustainable but community growth and debt financing related to early learning will continue to put pressure on our businesses for years to come.

On the national stage, Olds is the model that Government, municipalities and people are watching. Large incumbents, provincial governments, municipalities and regions as well as the CRTC have been asking lots of questions and seeking guidance and understanding from us. Council has and continues to support developments in Alberta, BC, Manitoba, Quebec and Ontario. Our knowledge and experience will benefit these jurisdictions while we pay the price of creating the proof of concept.

Unfortunately, federal programs have not been supportive. We have failed to meet the criteria established for Western Economic Diversification programs and were unable to access Connecting Canadians funds. Most of Alberta's population will not benefit from the current Connect to Innovate program because the Alberta SuperNet (while not competitively priced) provides a point of presence in most communities. We are simply ineligible. Recent announcements by the CRTC look promising for future development, but do not provide retroactive support for lessons learned.

We appreciate the interest, questions and encouragement we have received from numerous discussions with federal department staff and Members of Parliament and ask for your personal commitment in helping us to cultivate new relationships with decision makers at the federal level.

Olds has differentiated itself and taken bold action to reduce the digital divide that exists between urban and rural Canadians. Our model is a solid example and case study for all Canadians to learn from. We are doing good work to enable economic development by investing in both people and telecommunications infrastructure. It is imperative that we advocate for a change to facility based competition in rural places by using infrastructure investments to enable competition and innovation rather than protect incumbent telecommunications companies.

Minister Bains we would greatly appreciate your perspective on how you feel you can help support connectivity in Rural Alberta by moving the needle from polite conversation to collaborative engagement with the government in power. We would greatly appreciate the opportunity to tell our story and advocate at the federal level as your mandate letter indicates from the Prime Minister to "increase high-speed broadband coverage and work to support competition, choice and availability of services, and foster a strong investment environment for telecommunications services to keep Canada at the leading edge of the digital economy."

Our Mission to "build relationships which support a positive environment that embrace innovation and empower people to achieve their full potential; we are all part of the solution" has brought us full circle to the unique space we find ourselves in our nation.

MP Earl Dreeshen is aware that Mayor and members of the Olds Council will be attending the Federal Canadian Municipalities conference held in Ottawa June 1<sup>st</sup> through 4<sup>th</sup>. My hope is that we be granted the opportunity to meet briefly with you anytime during these dates.

Thank-you for taking the time to identify with our current reality and we trust you will consider our request to communicate with you during FCM 2017.

Yours in CommUNITY,



Her Worship,  
Mayor Judy Dahl

cc: MP Earl Dreeshen [earl.dreeshen.c1a@parl.gc.ca](mailto:earl.dreeshen.c1a@parl.gc.ca)  
Elected Officials Olds  
OICRD Board