

AGENDA

Regular Council Meeting Wednesday, November 9, 2022 Grimshaw Council Chambers 7:00 PM

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This letter is addressed to the Town of Grimshaw board. I have questions and concerns about the proposed steel recycling operation site proposal on the west side of Grimshaw east of the Hospital. I wish to speak to council on Nov 9 town council meeting.

I am taxpayer property owner, and shareholder of the company and business of Town of Grimshaw. As a shareholder I have financial concerns about the costs benefit's of approving this discretionary Business permit. The town of Grimshaw can at their discretion denied this building permit.

I would like to recognize the endless effort the Town of Grimshaw Board and community volunteers have done in promoting a great place to live. The Town has done a great job at promoting and enforcing residents to have a clean, respectable peaceful place to live. Where a person can be in their back yard in peace and quiet. The Town does a great job at enforcing noise reduction in the form of, barking dog, ATV and Skidoo usage in town limits bylaws.

When you approve this building permit on Nov 9 you are accepting all responsibility of the negative consequences of the approval of this building permit on behalf of the residences of Grimshaw. Possibly this decision could cost the taxpayers millions of dollars.

Benefits of approving the building permit application

- *Maybe a few more jobs. The business is already operating on a site north of Mighty Peace Golf course with the staff already working at the site for decades.
- *We should ask the residence around the existing Steel recycling site what concerns they have.
- *How much new taxes will be collected?
- *Support new business coming to town.

Disadvantages

- * Drop in homeowner property value. Property in a quiet neighborhood is valued at significantly more money than a property in a noisy community. Our property is valued high because we live in a quiet clean neighborhood. Does the town have a plan to cover the lost property value? Does the Town have a plan for the possible litigation of homeowners suing the town for property value loss. Has an economic assessment been done as to the change in property value? Are housing sales going to go down. Have we talked to some realters and ask their opinions? Is it going to be harder to find a house buyer that will be interested in your house in a noisy environment? Who wants to move to a noisy community. Will this decision be less attractive for new residents to want to move to Grimshaw and loss of future residents and tax revenue.
- *Has the town office notified their insurance policy of the possible increased liability risks Due to litigation and what are the possible increase in premiums the town will have to pay for these added risks. Will our taxes have to go up to cover the increased insurance premiums?

^{*}Excessive noise and environmental hazards.

- *Speaking with a Grimshaw home-owner who lives across the street from where the trains are being loaded presently, he stated when the steel drops into the trains it rattles his house. How are our shift workers going to get rest or children take a nap. Our healthcare workers and Physicians when working night shift need to get proper rest during the day and if they don't are they at higher risks of making medical error that puts the patients at risk. This could put our loved ones health at risk.
- *Environmental standards are getting more stringent. Does the town have a fund, budget or plan to cover the costs of cleaning up the site when the land when the time comes? Who is going to have to pay for the costs of the clean up. Will the town/taxpayer ultimately be responsible for the clean up costs? There is property in Grimshaw that is contaminated, some old fuel stations. Some contaminated property is still owned and taxes paid by the land owner. What plan does the town have if these sites get given back to the town. Has the town done an assessment cleanup costs. Does the board have a plan and budget if the Town of Grimshaw is forced to clean up these sites. Has the costs been included into a budget? A recent assessment to clean up a contaminated gas station site in BC was estimated at 1.5-2 million dollars. If the town was forced to cover these costs how much will be added to the mill rate? How much would property owner taxes go up? Has the town done a clean up assessment of this site. How much will it cost to clean up the drainage ditch if it gets contaminated with oil, antifreeze chemicals, diesel gasoline, radioactive material.
- *Drainage ditch safety our kids and pets play in the drainage ditch what health hazards are they going to be exposed to? Recently the town got the residence to remove trailers vehicles form the drainage ditch to make the area more appealing and like a quiet clean park to walk our pets. The eye sore the town has fought so hard to remove will be replaced with a pile of metal across the highway.
- *The prevailing wind comes from the West most of the town is situated down wind of the proposed site. air quality during the process of crushing cars equipment containers and others will there be small dust particles that will blow through towns and into our schools. What long term health risks are there going to be for the residence. Is there going to be burning of material fluids. Is the town awre of a burning permit being issued?
- * stress added to the hospital longer term care patients in the form of extremely loud sounds causing stress on patients.
- * The church 30 feet from the tracks where trains are going to be loaded. How can the church continue to perform funerals and other business. If the church is forced to move because they cannot continue to do business there who is going to buy their property? If they sold and moved to another location who is going to cover the difference is costs? Would the church get the same value as it is now? Would the town be responsible for the difference?
- *Is the town prepared for the endless noise and health complaints that are sure to come in. As it is now the town enforces barking dogs, ATV and snowmobile operating in the town bylaws. It would have little meaning with these small nuisances replaced by this new business.

Rod Coen 4622 53 st Gimshaw

lod lon NOU 3, 2022

ORGANIZATIONAL MINUTES

	The Minutes of the Organizational Meeting of the Town of Grimshaw, in the Province of Alberta, held in Council Chambers on October 26, 2022 commencing at 6:00 p.m.			
Present:	Mayor Wald, Councillors; Hennings, Messner, Johnson, Jacobs, Sklapsky and Bissell joined at 6:25 p.m.			
Absent				
Staff:	CAO; Brian Allen and Municip	al Secretary; Constance Hampton		
Press:				
Call to Order:	Mayor Wald called the meeting	to order at 6:03 p.m.		
Official Oaths: 270 - 221026	Official oath of office for Depu	ty Mayor		
Election of Deputy Mayor:	Mayor Wald called for nominat	tions for the position of Deputy Mayor.		
271 - 221026	Councillor Messner nominated	Councillor Hennings		
	Councillor Hennings accepted			
	Councillor Hennings nominated	1 Councillor Messner		
	Councillor Messner Declined There were no further nominati	ong		
		red the Deputy Mayor by acclamation.		
	Councilior Heinings was accia	red the Deputy Mayor by accidination.		
Adoption of	COUNCILLOR HENNINGS	MOVED that the agenda be adopted as		
Agenda:		amended.		
272 - 221026				
		CARRIED		
Council Committee	COUNCILLOR MESSNER	MOVED that the Council Committee		
Appointments:		Appointments be made as per Schedule A		
273 -221026		attached to these Minutes.		
		CARRIED		
Delegates and	COUNCILLOR JACOBS	MOVED that Delegates and Board Member		
Board Member		Appointments for the 2022/2023 year be made		
Appointments:		as per Schedule A attached to these Minutes.		
274 -221026				
		CARRIED		
Appoint Boards:	COUNCILLOR SKLAPSKY	MOVED that the Library and Community		
275 - 221026		Services Advisory Board be appointed as per		
		Schedule B attached to these minutes.		
		CARRIED		

Staff Negotiating & Grievance:	COUNCILLOR MESSNER	MOVED that this committee be removed.	
276 - 221026		CARRIED	
Set time, place and days of Regular Council Meetings: 277 - 221026	COUNCILLOR HENNINGS	MOVED that the Regular Council Meetings be held on the second and fourth Wednesday of each month at 7:00 p.m. in Town of Grimshaw Council Chambers located at 4612 50 th Street.	
		CARRIED	
Town of Grimshaw Signing Authority: 278 - 221026	COUNCILLOR JOHNSON	MOVED that the Financial Signing Authority for the Town of Grimshaw shall be	
		Mayor Deputy Mayor CAO Finance Director Municipal Director Taxation /AP Clerk (Limited)	
		CARRIED	
Remuneration Schedule: 279 - 211026	COUNCILLOR SKLAPSKY	MOVED that the Town of Grimshaw Remuneration Schedule be brought forward to budget meetings for discussion.	
		CARRIED	
Adjournment:	: Mayor Wald declared the meeting adjourned at 6:44 p.m.		

MAYOR WENDY WALD	CHIEF ADMINISTRATIVE OFFICER

Schedule A

General Government & Finance	Labour Relations, Town Property, Regulatory Bylaws, Municipal Involvement, Budget & Capital Finance, Town Office, Human Resources:
	Wendy Wald (Mayor) Stephen Hennings (Deputy Mayor) Stacey Messner
Protection to Persons and Property	Christina Bissell Fire, Building Bylaws, Animal Control, Weed Control, Traffic Safety, Mutual Aid, Bylaw Enforcement, and Disaster Services:
	Phillip Jacobs Colleen Sklapsky
Transportation & Infrastructure	Streets, Traffic Signs, Water and Sanitary Sewers, Sidewalks, Airport, Street Lighting, Boulevards, Public Works:
Environmental Health	Colleen Sklapsky Steve Hennings Quality of Water, Garbage, Recycling:
Environmental Health	Stephen Hennings Colleen Sklapsky
Community Services	Arena, Pools, Parks, Library, Fitness Centre, Liaison with Local Schools/New Horizons Drop In Centre, Grimshaw FCSS:
	Phillip Jacobs Carmen Johnson
Planning	Town Planning and Development, Public Relations, Business Promotion, Town Beautification, Intermunicipal Economic Development Planning:
	Wendy Wald (Mayor) Stacey Messner
Library Board	Carmen Johnson
	Sandra Eastman - Chair Carolyn Gerk – Vice Chair Dennis Sukeroff - Secretary Leisha Ivey Wong Brenda Armstrong
Peace Library Systems Board	Carmen Johnson Colleen Sklapsky (Alternate)
Mackenzie Municipal Services Agency	Wendy Wald (Mayor)

	Balance of Council in Alphabetical Order
North Peace Housing Foundation	Wendy Wald (Mayor)
Long Lake Regional Waste Management	Steve Hennings
Services Commission	Colleen Sklapsky (Alternate)
Centennial Park Society	Christina Bissell
Centennial Falk Society	Carmen Johnson (Alternate)
Danca Dagional Mutual Aid Committee	` /
Peace Regional Mutual Aid Committee	Colleen Sklapsky Phillip Jacobs (alternate)
Grimshaw Gravels Aquifer Advisory Association	Colleen Sklapsky
Offinshaw Gravers Aquifer Advisory Association	Stacey Messner (Alternate)
Community Services Advisory Board	Phillip Jacobs
Community Services Advisory Board	Carmen Johnson (Alternate)
	Carmen Johnson (Alternate)
	George Bolkowy
	Amanda Condrotte
	Janet Fairless
	Moise Dion 1 (P.R.S.D#10 Rep)
	George Chuckvar1 (H.F.C.S.D. Rep
Grimshaw Regional Health Care Recruitment and	Stacey Messner
Retention Committee	Wendy Wald (Mayor)
Peace Regional Economic Development Alliance	Carmen Johnson
reace Regional Beolionne Bevelopment runance	Stacey Messner(Alternate)
Lac Cardinal Regional Economic Development	Colleen Sklapsky
Board	Stephen Hennings (Alternate)
Mighty Peace Tourist Association	Stacey Messner
111.51.0) 1 04.00 1 04.1501 1550 0 14.101	Stephen Hennings (Alternate)
Lac Cardinal Inter-Municipal Committee	Wendy Wald (Mayor)
Zuv em umm mor mamorpur esimmoo	Stephen Hennings (Deputy Mayor)
	Brian Allen (CAO)
Chamber of Commerce	Stacey Messner
	Carmen Johnson (Alternate)
Grimshaw School's Joint Use Committee	Carmen Johnson
	Colleen Sklapsky
OH & S Committee	Stephen Hennings
Town of Grimshaw Risk Management Committee	Stephen Hennings
Peace Regional Community Advisory Committee	Wendy Wald (Mayor)
Mile Zero Regional Multiplex Society	Stephen Hennings
r	Christina Bissell
Water North Coalition	Colleen Sklapsky
Kennedy Park Steering Committee	Phillip Jacobs
, c	Christina Bissell
Peace Regional Subdivision Development Appeal	Marvin Dueck
Board	
Peace Region Health Task Force	Stacey Messner
Regional Assessment Review Board	Stacey Messner
represent representation bound	Sure j messier

Schedule B

GRIMSHAW MUNICIPAL LIBRARY BOARD 2022 - 2023 APPOINTMENTS

Council Representative: Carmen Johnson

Sandra Eastman	2016	2025
Carolyn Gerk	2018	2024
Leisha Ivey – Wong	2020	2023
Dennis Sukeroff	2021	2024
Brenda Armstrong	2022	2025

Note: All board appointments are for a term of three years to a maximum of six years and are

appointed by Town Council at their annual Organizational Meeting, unless a resignation from the

Board occurs throughout the year.

COMMUNITY SERVICES ADVISORY BOARD 2022-2023 APPOINTMENTS

Councilor Representative: Phillip Jacobs
Alternate Member of Council: Carmen Johnson

 Janet Fairless
 2018
 2025

 Amanda Condrotte
 2022
 2025

 George Bolkowy
 2021
 2023

George Chuckvar Rep from Holy Family Catholic School Division Moise Dion Rep from Peace River School Division #10

Note: All board appointments are for a term of three years to a maximum of six years and are

appointed by Town Council at their annual Organizational Meeting, unless a resignation from

the Board occurs throughout the year.

MINUTES

Present: Absent: Staff:	Province of Alberta, held in Council, 2022 at 7:00 p.m.	ings; Councillors Messner, Johnson, Bissell,
Press:		
Call to Order:	Mayor Wald called the meeting to	
Adoption of Agenda: 446 - 221026	COUNCLLOR BISSELL	MOVED that the agenda be adopted as presented. CARRIED
Delegation – Marvin and Louise Dueck – Secure Energy Development Permit Application.: 447 - 221026	COUNCILLOR JOHNSON	MOVED that Council accept delegation from Marvin and Louise Dueck regarding Secure Energy Development Permit Application as presented. CARRIED
	Mayor Wald called for a recess at 7:32 p.m. to give the delegation members and residents the option to leave.	
3.6° (C.1 D 1	Reconvened at 7:37 p.m.	MOVED 1 at 15 at 61 D
Minutes of the Regular Council Meeting, October 12,2022: 448 - 221026	COUNCILLOR SKLAPSKY	MOVED that the Minutes of the Regular Council Meeting held on October 12, 2022 be adopted as presented. CARRIED
Department Reports:	COUNCILLOR JACOBS	MOVED that the following reports be accepted as presented. a) Donation and Resolution Report b) Fire Department – Lawrence Arnold in attendance. CARRIED

REGULAR COUNCIL MEETING MINUTES, OCTOBER 26, 2022

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Request for Decision – Town of Grimshaw Greenspace Maintenance Contract: 449 - 221026	COUNCILLOR MESSNER	MOVED that Council for the Town of Grimshaw enter into a 3-year term contract agreement with A.C.E.S. Vegetation for the Greenspace Maintenance starting May 01, 2023.
		CARRIED
Secure Energy – Development Permit Amendment Application: 450 – 221026	COUNCILLOR MESSNER	MOVED that Council accept the Development Permit Amendment Application from Secure Energy as information. CARRIED
Secure Energy – Development Permit Application: 451 - 221026	COUNCILLOR HENNINGS	MOVED that Secure Energy Development Permit Application be tabled until November 9, 2022 Council meeting.
		Councill Sklapsky requested a Recorded Vote:
		In Favor Mayor Wald Councillor Henning Councillor Messner Councillor Johnson Councillor Bissell Councillor Jacobs Councillor Sklapsky
	Mayor Wald called a 5-minute recess for the delegation and residents to leave the meeting at 7:55 p.m.	CARRIED
	Reconvened at 8:00 p.m.	

REGULAR COUNCIL MEETING MINUTES, OCTOBER 26, 2022 PAGE 3

The following letters were viewe	The following letters were viewed as information:		
 a) Town of Rainbow Lake – Victim Services Redesign b) Minutes of the Water North Coalition Meeting May 27, 20022 c) Minutes of the Regular Long Lake Regional Waste Management Services Commission September 19, 2022 d) Minutes of the Regular Grimshaw Community Services Advisory Board Meeting September 21, 2022. e) Health Engagement Tour Update 			
Correspondence			
a) M.D. of Peace #135 – Proposed Recreation Funding Agreement			
COUNCLLOR MESSNER	MOVED that the committee reports be accepted as information.		
	CARRIED		
COUNCILLOR SKLAPSKY	MOVED that the financial report be accepted as shown.		
	CARRIED		
Mayor Wald declared the meeting adjourned at 8:45 p.m.			
	a) Town of Rainbow Lake – b) Minutes of the Water Nor c) Minutes of the Regular Lo Services Commission Sep d) Minutes of the Regular Gr Meeting September 21, 20 e) Health Engagement Tour Correspondence a) M.D. of Peace #135 – Pro COUNCILLOR MESSNER		

MAYOR WALD CHIEF ADMINISTRATIVE OFFICER

BYLAW OFFICER REPORT – OCTOBER 2022

BYLAW # 1195 ANIMAL CONTROL Animal Complaints	2	YTD 23
Dogs Impounded	4	YTD 11
Cats Impounded	4	YTD 14
Dog Tags Purchased	0	YTD 69
Cat Tags Purchased	0	YTD 22
Chicken Co-op License	0	YTD 4
BYLAW #1151 COMMUNITY STANDARDS Bylaw Complaints	2	YTD 19
Snow around Hydrant/Main Street Sidewalks	0	YTD 43
Unsightly Yards & Grass	4	YTD 342
BYLAW #1132 TRAFFIC BYLAW Past the 72 Hours Parking on Street	1	YTD 5
Unattached Trailer on Street	1	YTD 5
Impounded Vehicles	0	YTD 1
BYLAW #1146 LAND USE	0	YTD 5
BYLAW #1168 CIVIC ADDRESSING	0	YTD 2
BYLAW #1156 NOISE	0	YTD 2
BYLAW #1167 WATER & SEWER (Includes inspections of grease traps/sumps)	0	YTD 1

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BYLAW OFFICER REPORT – OCTOBER 2022

BYLAW # 1164 GARBAGE (garbage & recycle carts on street, etc.)	0	YTD 23
Contractor Hired	0	YTD 27
Municipal Tickets Issued	0	YTD 0
Provincial Tickets Issued	3	YTD 13
Court Appearance	0	YTD 0

Bylaw Page 16 of 156

CAO – Month End Report Brian Allen October 2022

Meetings & Contacts:

- Oct 3rd Vivianne Bridgeman re: 360-degree Review Debrief
- Marvin Dueck re: Request to appear as delegation to council
- Ben Hendrickson re: paving project/driveway concerns
- Oct 5th Google meeting with Chris Wald re: Huskies Beer Garden Agreement
- Dwayne Lee re: Secure Energy development permit application
- Oct 11th Meeting with M.D. of Peace re: funding agreement
- Al Laplante Secure Energy re: development permit application
- Oct 12th Regular Council Meeting
- Oct 13th CAO 360-degree Review meeting
- Barb Johnson CAO M.D. of Peace re: funding agreement/ FCSS funding
- Oct 14th Extension agreement for Secure development permit
- Oct 14th Strategic Plan follow-up meeting
- Oct 15th Strategic Planning session
- Diana Aspeslet re: Secure Energy development permit application
- Kelly Bunn MMSA re: GIS update/ data collection
- Oct 19th Kennedy Park Steering Committee meeting
- Kathryn Couch re: Secure Energy development permit application
- Oct 21st Sgt Dave Brown RCMP re: Operation in Grimshaw
- Oct 21st 2022 Paving final inspection
- Constance Boyd M.D. of Greenview re: Joint Use Agreement for Schools
- Oct 26th Organizational meeting of Council
- Oct 26th Regular Council Meeting
- Rod Coen re: Secure Energy development permit application
- Oct 28th Grimshaw Schools hold and secure event
- Gordon Tansem re: Secure Energy development permit application

Additional Items: Development Permits Issued: Art Gallery/studio

2022 Paving Projects: Paving tender posted to APC closed on June 6th. Bids were received from Wapiti Gravel Suppliers, Knelson Sand & Gravel, and Ruel Concrete Ltd. Low bid was Knelson Sand & Gravel at \$636,519,90. On June 22 Council passed a motion awarding the 2022 paving Contract to Knelson. A preconstruction meeting was held on August 24th with the contractor, engineers, and public works. Construction started September 8th with paving to begin on October 6th Paving final inspection walk-through was completed on October 21st with reps from Knelson, McIntosh Perry and Public Works. Minimal deficiencies were noted and as a result a construction completion certificate was issued, and payment will be processed less any holdbacks to cover deficiencies.

*	Brian Allen	, CLGM - CA	0	[Date: Noveml	ber 7, 2022	

Name: Tracy Halerewich, Director of Community Services

Report For: The Month of October, 2022

Accomplishments:

- Assist Community Services Programmer with planned FCSS programming for the month of August.
- Our department continues to share inspirational messages about community, inclusion, equity, diversity, and anti-racism on our facebook page.
- I submitted our monthly bottle count to the AB Depot, as part of the Community of Champions grant program.
- Completed the master card report for September and submitted it to the Director of Finance.
- Presented the Harvest Moon committee with the 2022 October Volunteer of The Month Award.
- Continue to update both Council & the CSAB on Community Services programming and events.
- Clarie's Custom Framing is making a 2022 Alberta 55+ Plus Games shadow box with items to hang inside the multiplex common area.
- Performed annual evaluation on one full time staff member at the MZRM.
- I continue to work with Krista Park AHS Inspector to host a Food Safety
 Certification Course here in Grimshaw at the multiplex on November 28 & 29th
 with (19) individuals registered to date.
- I am continuing to work with TCN Publishing on the development of a Grimshaw booklet, it is near completion and ready to go to print soon..
- Held our 2nd and 3rd of six scheduled fire drills with the schools on October 12 & 27th.
- Developed a RFD to the CSAB and then to Council for the Town of Grimshaw Greenspace Maintenance Contract to be awarded to A.C.E.S Vegetation for a three year service agreement.
- I continue to work with both Playworks and Butch/ Public Works Department staff for the water and sewer installation on site for the Grimshaw Splash Park Project. It is still our goal to have this done this fall.
- Grimshaw Community Services will be hosting the 2022 Grimshaw Christmas
 Market in the MZRM Field House on Saturday, November 19th as a Grimshaw
 Splash Park Project fundraiser. Registration opened on September 17th and to
 date 90 vendors have paid and registered. Advertising of the event continues
 and I have been doing event updates through social media for both the vendors
 and the public.
- I submitted the required AHS Special Event Notification application for the 2022 Christmas Market, and have held various meetings with Tanya Wearden for assistance with site layout etc.

- I developed (60) MZRM Drop In Passes requested by the MPTA to use with their 60th anniversary plans.
- Community Services is co-hosting drop in sports activities with the North Peace Athletic Society for November & December.
- Met with a member of the Grimshaw Huskies NPHL association/team to sign the 2022/23 Key Holder and Beer Gardens Agreements for the season.
- Continue working with the Director of Finance with the 2023 operating and capital budgets.
- Submitted an application to the ARMA 30th anniversary community bench giveaway.
- Community Services financially assisted the Lac Cardinal Regional Pioneer Village Museum and Performing Arts Society with the "Halloween In The Village" event on October 30 & 31st. They had 300 people participate in the event.
- The 2022 Steve Bolkowy Annual Sports Award was presented to Tannis Coen on October 19th.
- Sent out two letters to companies requesting quotations for our 2023 annual Town of Grimshaw flower order.
- We held a Home & Yard Halloween Decorating Contest and the winners were announced on October 31st 1st – Penny Dawson, 2nd Connie Mckenzie & 3rd Tammy Cleveland.
- The Children's Safe Indoor Halloween Party took place on October 31st inside the multiplex. Our participant numbers were lower than expected, as lots of children were out tricker Treating on the streets.
- The Mile Zero Regional Multiplex was placed on "Lock Down" on October 28th with an incident involving the Grimshaw Public School from 2:42 to 4:28 p.m. A follow up debriefing meeting is scheduled to take place.
- Grimshaw Community Services will be working with the Lac Cardinal Pioneer
 Village to host an Old Fashioned Family Christmas Event out at the museum in mid December.

Meetings / Contacts:

- Held weekly staff meetings
- Held MZRM Safety Meeting on October 20th
- Department Head Meetings on October 13 & 27th
- KES Community Park Meeting on October 19th
- Meeting with Butch & Michael G from Playworks on October 13th re: water & sewer installation
- Meeting Viv, Damielle & Misty for the Halloween In The Village event on October 13th & 19th
- Held various meetings with Rick S with TCN Publishing

Papart Writer

Date: November 01, 2022

ТОУИЛ ОГ GRIMSПАVV Council Report For the Ten Months Ending Monday, October 31, 2022

	YTD	YTD	\$	%
	Actual	Budget	Variance	-
Revenues				
General Gov	\$3,804,662.18	\$3,344,117.50	(\$460,544.68)	(13.8%)
Council	0.00	0.00	0.00	0.0%
Administration	131,588.95	108,375.00	-23,213.95	(21.4%)
Policing	13,017.94	15,100.00	2,082.06	13.8%
Fire	16,686.20	25,000.00	8,313.80	33.3%
Disaster Services	0.00	0.00	0.00	0.0%
OH&S	0.00	0.00	0.00	0.0%
Bylaw Bylain Works	7,689.13	12,875.00	5,185.87	40.3%
Public Works Water	24,640.00	20,263.30	-4,376.70	(21.6%)
Sewer	555,274.58	617,083.30	61,808.72	10.0%
Garbage	232,537.72 286,505.16	260,958.30 320,041.70	28,420.58 33,536.54	10.9%
FCSS	181,502.76	149,230.00	-32,272.76	10.5%
Cemetaries	4,595.24	6,250.00	1,654.76	(21.6%) 26.5%
EDA	39,960.00	33,300.00	-6,660.00	(20.0%)
Community Development & Planning	48,402.39	41,158.30	-7,244.09	(17.6%)
Kennedy	20,435.24	20,083.30	-351.94	(1.8%)
Development Appeal	0.00	0.00	0.00	0.0%
Shared Space	1,612.50	83.30	-1,529.20	(1835.8%)
Community Services	10,515.00	0.00	-10,515.00	0.0%
Arena	275,805.14	247,592.50	-28,212.64	(11.4%)
Pool	72,411.11	55,583.30	-16,827.81	(30.3%)
Fitness Centre	83,309.83	99,308.30	15,998.47	16.1%
Parks	13,494.17	10,416.70	-3,077.47	(29.5%)
Field House	148,443.84	141,183.40	-7,260.44	(5.1%)
Elk's Hall	0.00	0.00	0.00	0.0%
Library	0.00	0.00	0.00	0.0%
Tourism	0.00	0.00	0.00	0.0%
Total Revenues	5,973,089.08	5,528,003.20	-445,085.88	(8.1%)
Expenses				
General Gov	605,996.91	692,742.50	86,745.59	12.5%
Council	52,046.46	66,655.90	14,609.44	21.9%
Administration	800,019.58	910,595.90	110,576.32	12.1%
Policing	90,757.41	101,924.10	11,166.69	11.0%
Fire	126,258.65	202,338.30	76,079.65	37.6%
Disaster Services	0.00	666.60	666.60	100.0%
OH&S	0.00	0.00	0.00	0.0%
Bylaw	50,887.08	62,440.10	11,553.02	18.5%
Public Works	997,355.30	1,427,025.00	429,669.70	30.1%
Water	375,437.70	504,396.00	128,958.30	25.6%
Sewer	91,619.21	106,630.00	15,010.79	14.1%
Garbage	242,386.04	269,666.70	27,280.66	10.1%
FCSS	161,794.55	166,678.20	4,883.65	2.9%
Cemetaries	17,823.62	17,987.50	163.88	0.9%
EDA	79,815.82	79,500.10	-315.72	(0.4%)
Community Development & Planning	145,774.90	167,916.70	22,141.80	13.2%
Kennedy	50,670.84	51,500.00	829.16	1.6%
Development Appeal	180.00	1,250.00 40,208.20	1,070.00	85.6%
Shared Space Community Services	20,877.10 79,130.24	77,794.90	19,331.10 -1,335.34	48.1% (1.7%)
Arena	317,207.68	673,362.30	356,154.62	52.9%
Pool	194,836.84	168,530.90	-26,305.94	(15.6%)
Fitness Centre	176,357.68	161,284.00	-15,073.68	(9.3%)
Parks	176,019.28	162,519.10	-13,500.18	(8.3%)
Field House	172,147.24	174,634.20	2,486.96	1.4%
Elk's Hall	3,664.54	3,333.30	-331.24	(9.9%)
Library	120,649.84	108,245.80	-12,404.04	(11.5%)
Tourism	10,577.15	15,019.20	4,442.05	29.6%
Total Expenses	5,160,291.66	6,414,845.50	1,254,553.84	19.6%
Net Surplus (Deficit)	\$812,797.42	(\$886,842.30)	(\$1,699,639.72)	191.7%
Surplus (Donoit)	ΨΟ 12,/ 0/.72	14000,042.001	(41,000,000,12)	101.770

4:12 PM 11/1/2022 1 of 1

2,708,307 0 0 563,196 590,376 0 1,53 -1,477,785 1,230,522	s (182,000)	182,000	400,000 7,500	Cemetery Improvements (gate, fence) 25,000 Field House - 40 foot sea can (shipping included) 13,000 Parks- Playground updates 80,000 Pool Search Pool.	20,000	2022 Administration Capital Projects 29,000 Server Upgrade 29,000 Kennedy Site 20,000	2022 Water & Sewer Projects Clean Tech continuous monitoring Reservoir cleaning of the storage 9,240 Water Services Replacement/hydrant/valve update Sewer main replacement /1.agoon Cleaning 110,000	100,000 82,204 13,000 18,500 53,750	2021 Holdbacks 64,582 Paving 53 Street 432,300 Paving 47A Street (von't pave in 2022) 701,800 Sidewalk/Walking Trails 80,000 80,000 80,000	0 00,000 483,126 390,376 0	80,000 483,196 590,376 0 0 0	Town of Grimshaw Total 2022 Operating AumSum. Capital Folit Donations Res Budget Prog grant grant 2022 CAPITAL PROJECTS
1,554,735 1,477,785	(182,000)	182,000	400,000 263,253 7,500			29,000 28,793 20,000		100,000 97,074 82,204 21,979 13,000 13,000 18,500 18,500 53,750 55,512	100	The Real Property lies and the least lies and the lies and the lies and the least lies and the least lies and the lies and t	1,554,735	Reserves

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User Date:

2022-10-25

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2022

Page: User ID:

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Town of Grimshaw General Ledger

Ranges: Date: Account:

From: 2022-01-01 6-12-00-610

To: 2022-12-31 9-99-99-999

Sorted By: Transaction Include: Posting

nactive Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
6-12-00-630	General Admin Equipment	\$0.00	\$28,793.28	\$0.00	\$28,793.28	\$28,793.28
6-32-00-630	Transportation - Equipment	\$0.00	\$53,514.67	\$36.00	\$53,478.67	\$53,478.67
6-32-00-650	Transportation - Vehicle Additions	\$0.00	\$152,586.10	\$0.00	\$152,586.10	\$152,586.10
6-32-01-610	Capital Road Projects	\$0.00	\$94,865.75	\$30,283.70	\$64,582.05	\$64,582.05
6-32-07-610	Street Paving	\$0.00	\$370,614.88	\$0.00	\$370,614.88	\$370,614.88
6-32-12-610	Sidewalk/Walking Trails	\$0.00	\$71,183.21	\$0.00	\$71,183.21	\$71,183.2
6-41-00-610	Water - Engineered Structures Addition	\$0.00	\$9,903.30	\$0.00	\$9,903.30	\$9,903.30
6-41-01-620	Water Supply Upgrades	\$0.00	\$96,806.89	\$7,248.90	\$89,557.99	\$89,557.9
6-41-02-630	Reservoir Cleaning	\$0.00	\$11,500.00	\$0.00	\$11,500.00	\$11,500.0
6-42-00-610	Sewer - Engineered Structures Additions	\$0.00	\$15,132.94	\$0.00	\$15,132.94	\$15,132.9
6-56-00-620	Cemetery Grounds	\$0.00	\$10,200.10	\$0.00	\$10,200.10	\$10,200.10
6-72-00-630	Recreation - Equipment	\$0.00	\$257,000.00	\$0.00	\$257,000.00	\$257,000.00
6-73-01-630	Pool Capital Upgrades	\$0.00	\$263,253.19	\$0.00	\$263,253.19	\$263,253.1
6-75-04-610	Parks Capital Upgrade - Retain Wall	\$0.00	\$80,000.00	\$0.00	\$80,000.00	\$80,000.00

Accounts Beginning Balance **Debit** Credit Net Change **Ending Balance Grand Totals:** 14 \$0.00 \$1,515,354.31 \$37,568.60 \$1,477,785.71 \$1,477,785.71

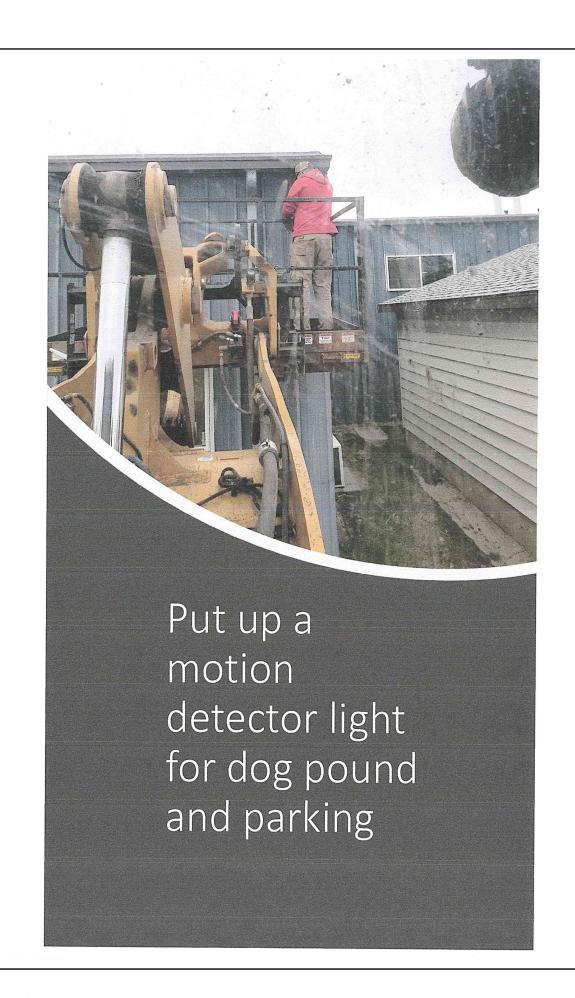
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PUBLIC WORKS

Month

Man hrs.	Task
30 HRS	Garbane
160 hrs	Garbage Water brake
/6 hrs	(C repairs
36 hrs	CC repairs Flushing Sewer Shop maintenances Picnic tables
80 hrs	Shop maintenances
120 hrs	Picnic tables
Go hrs	Picnic tables Street Sweeping Riv. Dump Grading Street test holes laugoon Side walk Holidays
62	Riv. Dump
40	Grading Street
24	test holes laugoon
40	Side walk
200	Holidayes

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Fixing bolts and gasket on a valve



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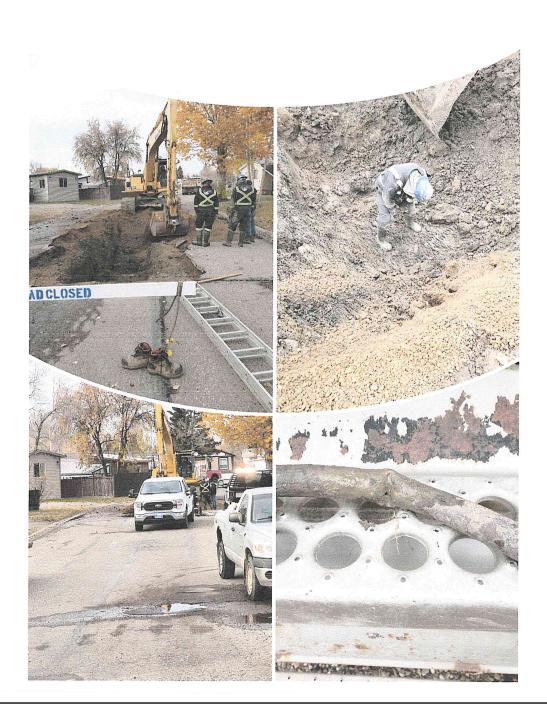




Building picnic tables

Director of Operations Page 27 of 156

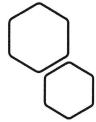
Water break on a service



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RV dumping station



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Put the auger on the hoe

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2022 DONATION AND RESOLUTION REPORT

Donation Budgeted Items

Last Year New items

• Payment Disbursement

Recipients	Date Processed	Budgeted	Actuals Spent
Awards Grade 9		300	
Victim Services (\$1.00 per Capita)	March 30, 2022	2,860	2,601
North Peace Junior Rodeo	May 9/22	100	100
Stars (\$2.00 per Capita)	April 28, 2022	5,720	5720
Pond Hockey	March 15, 2022	2,500	2,500
Women in the North Conference (Community Futures)	February 10, 2022	250	250
Legion Memory Book/Wreath	October 2022	420	400
North Peace Stampede – Silver Booth	June 23, 2022	700	700
Other Donations (unbudgeted Items)		2,500	2,500
Total Spend		14,771	
Total Budget		15,350	
Balance		579	
Other Donations (unbudgeted items)			
Curling Club	January 13, 2022	2,500	

Meeting Date	Resolution	Made By:	Resolution	Assigned To/Action
	Number			Taken or Completed
October 26, 2022	449 - 221026	C. Messner	MOVED that Council for the Town of Grimshaw enter into a 3-year term contract agreement with A.C.E.S. Vegetation for the Greenspace	Administration notified Director of Community Services.
			Maintenance starting May 01, 2023.	

Donation and Resolution Page 31 of 156

Town of Grimshaw Fire Department

Monthly Activity Report October 2022

CALLS

CALL#	DATE	DESCRIPTION OF CALL	HOURS	FF
2022-117	10/02/2022	MUTUAL AID MD135 BRUSH FIRE TWP 822&RR252 MD135	1.25	5
2022-118	10/03/2022	MUTUAL AID MD 135 STRUCTURE FIRE 241026 HWY 2 MD135	4.50	4
2022-119	10/03/2022	MFR	1.00	2
2022-120	10/04/2022	MUTUAL AID MD135 BRUSH FIRE TWP 834-RR 234 (AREA OF) MD135	1.00	3
2022-121	10/10/2022	COMM. ALARM (FALSE ALARM) 4407-48 AVE. GRIMSHAW	1.00	2
2022-122	10/12/2022	COMM. ALARM (FALSE ALARM) 4412-50 STR. GRIMSHAW	1.00	3
2022-123	10/14/2022	COMM. ALARM (FALSE ALARM) 5325-42 AVE. GRIMSHAW	1.00	3
2022-124	10/15/2022	BRUSH FIRE (FALSE ALARM) 50 AVE. & HWY 685 GRIMSHAW	1.00	4
2022-125	10/16/2022	MFR	1.00	4
2022-126	10/18/2022	MVC HWY 2 RR 231 MD135	1.00	7
2022-127	10/19/2022	MFR	1.00	2
2022-128	10/20/2022	COMM. ALARM (FALSE ALARM) 4718-48 AVE. GRIMSHAW	1.00	2
2022-129	10/21/2022	MFR	1.00	3
2022-130	10/22/2022	MUTUAL AID MD135 OUTDOOR FIRE 835017B RR 232 MD 135	1.00	4
2022-131	10/23/2022	MVC HWY 2A TWP 834 MD135	1.00	7
2022-132	10/24/2022	MFR	1.00	4
2022-133	10/27/2022	MUTUAL AID MD135 OUTDOOR FIRE 835017B RR 232 MD 135	1.00	5
2022-134	10/28/2022	CONFIDENTIAL CALL	2.50	1
2022-135	10/30/2022	MUTUAL AID MD135 OUTDOOR FIRE 835017B RR 232 MD 135	1.00	6
2022-136	10/31/2022	MFR	2.00	8

STATISTICS

JIAIIJIICJ			
LOCATION	THIS MONT	TH .	YEAR TO DATE
GRIMSHAW		12	97
MD135 (RESPONSE AREA)		4	13
MD135 (REST)		2	8
OTHER AREAS (MUTUAL AID)		0	3
HWY RESP.		2	15
CALL TYPES	THIS MONT	TH	YEAR TO DATE
FIRES		0	2
MFR		6	67
MVC		2	19
COMMERCIAL/FALSE ALARM		5	22
MD135 AND MUTUAL AID		6	21
OTHER		1	5
SAFETY CODES ACTIVITY	THIS N	IONTH	YEAR TO DATE
FIRE INVESTIGATIONS		0	2
INSPECTIONS		1	3
OCCUPANCY LOADS		0	0
FIRE PITS		0	0
MEMBERSHIP	ADDED	LEFT	CURRENT
	1	0	20

Notes:

- Calls 2022-117, 118, 120, 126, 130, 131, 133 AND 135 to be billed this month.
- Fire Department Members assisted with Multiplex Halloween Party.

Signed: <u>T. D. Arnold</u> November 1, 2022

Fire Department Page 32 of 156

Front Office Staff Report - October 2022

12		
12		
61		
35		
0		
321		
15		
8	84 YTD	
		PEDDLERS / HAWKERS
0	2 YTD	
2	149 YTD	Renewals
		NEW IN TOWN BUSINESSES
1	INCLUDED IN	Champagne Cozy Corner
0	ABOVE YTD	NEW OUT OF TOWN BUSINESSES
5	22 YTD	
	12 61 35 0 321 15 8 0 2	12 61 35 0 321 15 8 84 YTD 0 2 YTD 2 149 YTD 1 INCLUDED IN ABOVE YTD

6 10/1/1/
- / WWW.

Sabrina Collett, Utilities Clerk

Belinda Russell, Taxes/Payables Clerk

Dinalone.

Debi Malone, Administrative/Receivables Clerk

GRIMSHAW MUNICIPAL LIBRARY MONTHLY REPORT September 2022

- The start of the school year brings the activity level at the library up by several notches. We are busily updating records for approximately 700 students and school staff, and then adjusting and readjusting the scheduled class library times to coincide with our own programs and staffing, as well as three different recess and lunch schedules. The good news is, we found that the elementary students were happy to be back in the library for their weekly story time and book exchange, and in September alone we had over 240 junior and senior high students come in to exchange items or just read at lunch.
- This was the month for getting out and introducing ourselves to the community, as we set up
 the library tent at the Harvest Moon festival on September 10, and then also had a table at the
 Parade of Programs on the 14th. Both events were so well attended, they were excellent
 opportunities for us to talk to people about all of our programming and services we offer. We

got some suggestions and feedback too. No matter how many surveys or newsletters are sent out, you usually learn more just from a conversation in person!

 Using funding from Peace Library System Indigenous Populations Grant, we added a number of items relating to the history and effects of the Residential School system to our collection. This was done in anticipation of increased demand for information on this topic leading up to the National Day for Truth and Reconciliation on September 30



BOARD TRUSTEE POSITION AVAILABLE

Library Board Trustees are powerful advocates for libraries

The Board has the ultimate responsibility for the implementation of the purpose of the Library.

Board Trustees meet once a month September-June ments are for a three-year term with possible re-appointm o more terms as per The Alberta Libraries Act Chapter L-11

INTERESTED? SUBMIT YOUR APPLICATIO

mail an application letter outlining your interest in the libr and how the Board would benefit from your membership

Completed the application for the Fish in Schools-Raise to Release Program. If successful, we will
receive Rainbow Trout eggs in early 2023 to hatch and monitor, then release in a provincially
approved body of water! This program is geared towards schools, and is not usually
implemented in a public library, but we had letters of support from both Holy Family and

Grimshaw Public School principals, and explained our shared facility situation to the Fish in Schools staff. We will know before Christmas if we are chosen for this.

 One of our long-serving board members, Betty Paul, is stepping down after nine years on the Library Board this October. We have benefitted from her advocacy and community insight for sure! This means we are advertising for another person to step forward and commit to guiding and supporting the work of the library, and making decisions with the best interests of the library at heart. Letters of interest will be accepted until October 18.

interest will be accepted until October 18.

• We started advertising the Festival of Mini Trees (and More!)

in September, and sold a handful of trees by the end of the month. This year, we have twenty trees up for decoration, and then we are also having ten spots in an open category. Someone

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committing to one of those open category spots could be bringing in anything from a larger tree or wreath, or a Christmas themed quilt, or wood-working, or pottery or sculpture, or something completely different from all that. We are so curious to see the entrants in this category! The festival runs December 2-4, and remains a combination of fundraiser and community event. Mark your calendars.

PROGRAMS:

- LITTLE LEARNERS: There were two sessions, with 8 children and 4 adults taking part. They
 received copies of <u>Hand, Hand, Fingers, Thumb</u>, and <u>Look!</u> by Ted Lewin. Caregivers and kids are
 once again enjoying the 'free play' at the end of the program, when the puzzles and sorting toys
 come out. The kids like seeing new items to play with, and caregivers get a chance to visit.
- BOOK BUDDIES: This is a September/October session, so it ran on two Wednesdays this month,
 - and will have four in October. We are back to a morning schedule, and have four families signed up with 6 kids and 4 adults attending each week. The theme for this year is Leaping Letters, and every week the group will land on a different letter of the alphabet. Each child that registers receives a frog bucket hat, and we love seeing the hats proudly worn every week!



- FEATURED CREATURE: The creature of the month was the Mandrill, the largest and most brightly coloured of all the monkeys (probably the most famous example is Rafiki from the Lion King). People received the kits with information about the animal, and the outline of mandrill
 - puppet to colour and assemble. 27 kits were picked up.
- OUTREACH: This was the first month of the new outreach program to Stone Brook. Danielle met with 15 residents for an afternoon program, where they played a drawing game and answered questions about themselves as an ice-breaker. It's scheduled to be a monthly visit, not always art-related, but a good way for the library to provide services throughout our community.



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LES SHAW FITNESS CENTRE - NORTHERN AIR WALKING TRACK - SPIN ROOM MONTHLY VISITATION STATISTICS

	Mond	day's	Tuesday's		Wednesday's		Thursday's		Friday's		Saturday's		Sunday's	
	2021	2022	2021	2022	2021	2022	2021	2022	2021	2022	2021	2022	2021	2022
Fitness Centre	130	201	158	203	39	191	118	159	120	133	75	67	75	74
Running Track	28	48	44	27	49	18	22	30	6	32	29	16	7	19
Spin Classes	0	0	0	5	0	О	0	4	0	0	0	0	0	0
Grimshaw Gravel	2	0	2	o	0	О	1	2	0	2	0	0	0	0
Estabrook	0	0	0	1	1	1	1	0	0	1	1	0	2	0
Grimshaw Jr Basketball	0	0	0	0	0	О	0	0	0	o	0	0	0	0
Holy Family School	0	20	0	7	0	65	0	0	0	24	0	0	0	0
Grimshaw Public School	0	30	185	18	0	244	0	9	373	7	0	0	0	0
Sunday Free Walk	0	o	0	О	0	0	0	0	0	0	0	o	0	0
Mon/Thur Senior Walk	9	20	0	0	10	o	0	14	0	o	0	o	0	0
TOTALS	169	319	389	261	99	519	142	218	499	199	105	83	84	93

Total Revenue 2021 \$1767.65

Total Revenue 2022 \$4221.11

Monthly Memberships/Drop Ins

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	Les Shaw FC	Northern Air WT	FC/RT	FC/FH	RT/FH	Multi-Combo
Adult Memb	22	3	1	0	0	0
Senior Memb	3	0	1	0	0	0
Youth Memb	1	0	0	0	0	0
Student Memb	0	0	0	0	0	0
Family Memb	0	0	1	1	0	0
Adult Drop In	111	2	0	0	0	0
Senior Drop In	12	4	0	0		0
Youth Drop In	40	2	0	0	0	0
Student Drop In	3	0	0	0	0	0
Family Drop In	0	0	0	0	0	0
TOTALS	192	11	3	1	0	0

Fitness Centre Membership Sales	\$1,269.98		
Fitness Centre Drop In Sales	\$720.00	Merchandise Sales	\$18.00
Running Track Membership Sales	\$547.58	Spin Class	\$360.00
Running Track Drop In Sales	\$36.00		
FC/RT Membership Sales	\$219.45	Grimshaw Gravel Invoicing	\$10.00
FC/RT Punch Passes	\$378.00	Estabrook Invoicing	\$9.00
FC/FH Membership Sales	\$191.10	Beyond 2000 Invoicing	\$0.00
RT/FH Membership Sales	\$0.00	GPS Invoicing	\$462.00
Multi-Combo Membership Sales	\$0.00		
Multi-Combo Drop In Sales	\$0.00		
TOTAL SALES	\$4,221.11		

Monthly Usage

	Monday's	Tuesday's	Wednesday's	Thursday's	Friday's	Saturday's	Sunday's
Fitness Centre	201	203	191	159	133	67	74
RunningTrack	48	27	18	30	32	16	19
Grimshaw Gravel	0	0	0	1	1	0	0
Estabrook	0	1	1	0	1	0	0
TOTALS	249	231	210	190	167	83	93

VISITOR DISTRICT/TOWN OF RESIDENCE								
	GRIMSHAW	BERWYN	PEACE RIVER	MD OF PEACE #135	COUNTY OF NORTHERN LIGHTS	OTHER	TOTALS	
Fitness Centre	860	62	10	42	45	10	1219	
Track	120	28	, 3	21	16	2	190	

LES SHAW FITNESS CENTRE/NORTHERN AIR WALKING TRACK MONTH END REPORT

October 2022

Reporter/Writer: Kim Girard

July ACCOMPLISHMENTS/ACTIVITIES:

- Compiled daily deposits by all staff.
- Trained new staff
- Compiled statistics for hourly/daily/monthly number of patrons in the Les Shaw Fitness Centre, Northern Air Walking Track and the Spin Room.
- Completed Facility Inspection report.
- Completed Eye Wash and First Aid Kit Inspections.
- Compiled effective cleaning methods for Covid-19 standards.
- Made schedule for November 2022

NEXT MONTHS OBJECTI	VES:
---------------------	------

OH&S/Staff meeting November 17,2022	
FITNESS CENTRE SUPERVISOR	COMMUNITY SERVICES DIRECTOR
Kim Girard	Tracy Halerewich

Rentals/Visitation Statistics Oct-22

Groups	Rentals	# Of People		
FH Private Rentals	6	68		
Meeting Room Rentals	4	33		
Ice Surface Rentals	4	35		
Kennedy Gym Rentals	8	92		
TOTALS	22	228		

FIELD HOUSE USAGE

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sundays	Special
37	16	35	21	45	29	48	2
Total Usag	e =	THE NO.	233	Type Table	History of	HATTAN BOOK IN	11404

Usage/Sales Comparison

	Field House	Meeting Room	то	TALS
2022 Rental Use	6	4	- i	10
2021 Rental Use	1		0	1
2022 Rental Sales	\$252.50	\$183.74	\$4	136.24
2021 Rental Sales	\$26.25	\$0.00	\$:	26.25
2022 David Li				
2022 Drop In Use	193			193
2021 Drop In Use	236			236
2022 Drop In Sales	\$525.00		\$5	25.00
2021 Drop In Sales	\$769.00		\$7	69.00
2022 Membership Sales	\$234.90		\$2	34.90
2021 Membership Sales	\$36.75			36.75
的是學的意思。但是他們們				
2022 Misc/Merch Sales	\$43.00		\$4	43.00
2021 Misc/Merch Sales	\$0.00		\$	0.00

Monthly Membership	Monthly Memberships/Drop Ins Oct-22								
	Field House	Multi-Combo	Arena	FH/Shinny	Shinny/Public	FH/FC	ғн/кт		
Adult Memb	1	0	0	0	0	0	0		
Senior Memb	1	0	0	0	0	0 -	0		
Youth Memb	1	0	0	0	0	0	0		
Student Memb	0	0	0	0	0	0	0		
Family Memb	0	1	0	0	0	0	0		
Adult Drop In	30	0	0	0	5	0	0		
Youth Drop In	125	0	0	0	15	0	0		
Senior Drop In	0	0	0	0	0	0	0		
Student Drop In	0	0	0	- 0	0	- 0	0		
Family Drop In	0	1	0	0	0	0	0		
Adult Pickleball Drop In	1	0	0	0	0	0	0		
Senior Pickleball Drop In	29	0	0	0	0	0	0		
FH Special	2	0	0	0	0	0	0		
Arena Special	0	0	0	0	15	0	0		
Totals	190	2	0	0	35	0	0		

SALES

JALLS			
Field House Membership Sales	\$234.90	Field House Rentals	\$252.50
Field House Drop In Sales	\$525.00	Meeting Room Rentals	\$183.74
Pickle Ball Drop In Sales	\$92.00	Kennedy Gym Rentals	\$420.00
Arena /FH Membership Sales	\$0.00	Ice Surface Rentals	\$2,156.50
Multi-Combo Membership Sales	\$262.50	Merchandise Sales	\$33.00
Multi-Combo Drop In Sales	\$20.00	Class/Program Sales	\$0.00
FH/RT Membership Sales	\$0.00	Misc Sales (Nerf Wars)	\$10.00
FH/FC Membership Sales	\$0.00	FH Special	\$4.00
FH/Shinny Membership Sales	\$0.00	Arena Special	\$30.00
Shinny/Public Membership Sales	\$0.00		
Arena Drop In Sales	\$70.00		
		TOTAL SALES	\$4,294.14

Monthly Usage

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Field House	37	16	35	21	45	29	48
Shinny	13	0.	0	. 0	7	. 0	0
Public	0	0	0	0	0	0	0
Family	0	0	0	0	0	0	0
Arena Special	15	0	0	0	0	0	0
FH Special	2	0	0	0	0	0	0
Kennedy Rentals	2	3	0	2	1	0	0
FH Rentals	0	0	0	0	0	2	4
Ice Rentals	1	1	2	0	0	0	0
MR Rentals	0	0	1	0	1	0	2
TOTALS	70	20	38	23	54	31	54

VISITOR DISTRICT/TOWN OF RESIDENCE							
Grimshaw	Berwyn	Peace Fairview River		MD Of Peace # 135	County Of Northern Lights	Other	
FH-147	FH-2	FH-25	FH-6			FH-13	
AR-29	AR-0	AR-6	AR-0	AR-0	AR-0	AR-0	

MZRM SKATE SHARPENING REPORT

September, 2022

(10) pairs of hockey skates and (3) pairs of figure skates were sharpened

TOTAL = \$91.00

Report Writer:

Tracy/Halerewich, Director of Community Services

Town of Grimshaw/

Skate Sharpening Page 41 of 156

MZRM SKATE SHARPENING REPORT

October, 2022

- (02) pairs of laces sold
- (01) white tape sold & (03) sock tape sold
 - (60) pairs of hockey skates
 - (03) pairs of goalie skates
 - (01) pairs of figure skates
- Huskies NPHL Team Skates (6) pairs charged on account

TOTAL = \$521.00

Report Writer:

Tracy Halerewich, Director of Community Services

Town of Grimshaw

Water & Sewer Manager Report October/2022

Environment Water Reports

Bacterial Report - Two samples are taken once a week and sent to the provincial lab

• All water samples were tested for Total coliforms and E.coli Both were absent in the Towns system.

Chlorine Report – Water is tested for total and free chlorine daily

• Chlorine has met all Alberta Environment Standards.

Contact Time Calculations Report – The raw water enters the treatment plant – it is treated – the water leaves the plant. This time is called retention time. It is calculated daily and must meet Alberta Environments minimum requirement.

All retention time met the Alberta environment requirements.

Well Readings - Once a month a well reading is taken for water levels and pressure reading in the raw water line. Water consumption is monitored.

- Well readings maintained levels for the month.
- Water consumption met Alberta Environment Regulations. We used23642m3 water

Water Quality Complaints – no complaints

Lagoon Report – the lagoon levels are still very low, evaporation this summer is the cause I believe as Berwyn and Brownvale are the same. We will keep monitoring it.

Monthly Highlights. I just returned from Vacation so I don't have much to report.

Thanks Derrel Johnson

Brian Allen

From:

Barbara Johnson

bjohnson@mdpeace.com>

Sent:

October 26, 2022 2:19 PM

To:

Brian Allen

Subject: Attachments:

Funding Agreement and FCSS Funding Letter Oct 26 2022.pdf

Hi Brian,

Further to my phone message, attached is the letter Council requested I send to you for your Council. Hopefully, our two councils can come to some kind of agreement.

As well, here is the motion that Council passed yesterday at their meeting regarding the Berwyn FCSS funding:

Theresa Johnson:

MOVED to request that the Village of Berwyn refund \$13,353 of 2022 FCSS

programming funds to the MD prior to November 30, 2022, that the

340/22

funds be redistributed to the Town of Grimshaw in order to provide adequate

programming for MD of Peace residents in 2022 to qualify for 2022

Provincial grant funding and further, that the Provincial FCSS office be advised of the

situation.

Carried

I'll have a cheque requisition made up for \$13,353 payable to the Town.

Hope your meetings go well this evening. Bob is still Reeve here, unlike Northern Sunrise County and County of GP.

Barbara Johnson Chief Administrative Officer M.D. of Peace No. 135 5240 – 52 Avenue Berwyn, AB TOH 0E0 780-338-3845



P.O. Box 34 5240 - 52 Ave BERWYN, AB TOH 0E0

Phone: (780) 338-3845 Fax: (780) 338-2222 Email: info@mdpeace.com

October 26, 2022

Town of Grimshaw Box 377 Grimshaw, AB TOH 1W0

Attention: Brian Allen, CAO

Dear Brian,

Council reviewed your October 14th letter regarding additional recreation funding at their October 25th Council meeting. Council fully understands the financial shortfalls in budgeting for recreation facilities and programming; however, the MD's budget is becoming more and more difficult to balance as well without significantly raising taxes for our residents.

The MD having to provide financial funding to Berwyn and Peace River as well as Grimshaw for recreation services that these communities may provide to our residents is an additional burden. It is difficult for our residents to accept having to pay higher taxes for the opportunity to use multiple urban facilities when their urban neighbors do not have to provide any funding to other urban communities even though they may use some of the services their urban neighbors have available.

Council respects the great relationship the MD shares with the Town of Grimshaw, but they felt that an additional \$25,000 was more than they were willing to pay. The following motion was passed when Council reverted to an open meeting:

Robert Willing:

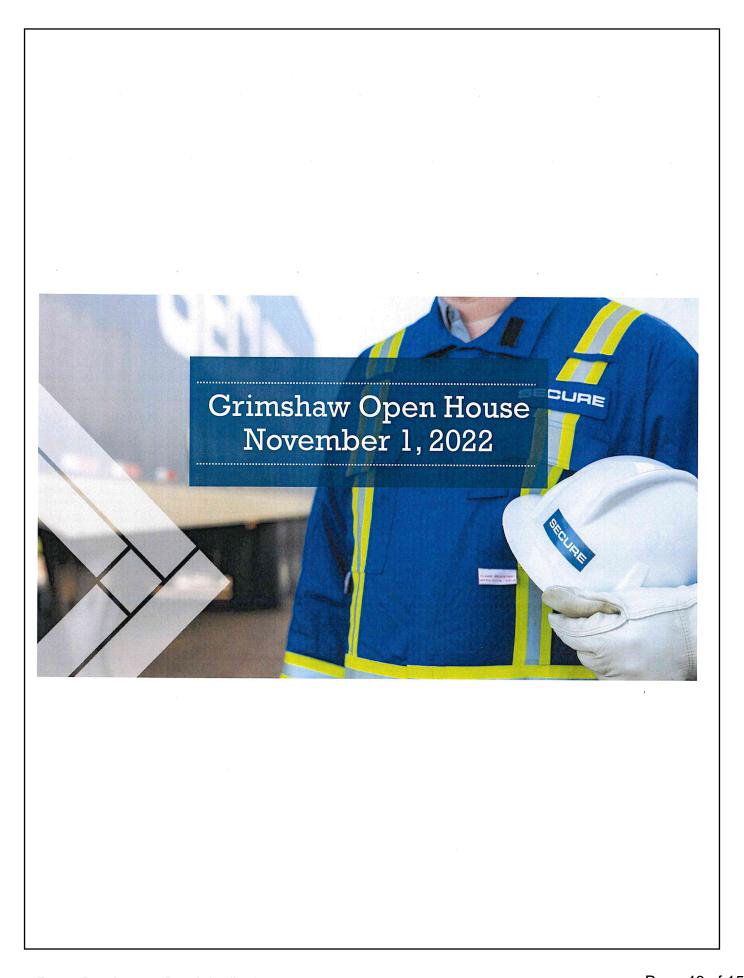
MOVED that Council direct administration to negotiate with the Town of Grimshaw an additional \$20,000 per year of recreation funding for the 4 year term of the proposed funding agreement.

Carried

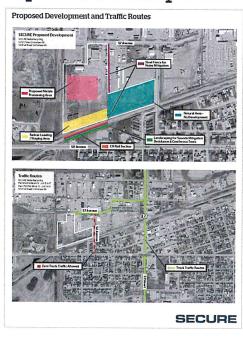
Please discuss this revised offer with your Council at the next available opportunity.

Yours truly,

Barbara Johnson, CAO M.D. of Peace No. 135



Proposed Development Handout

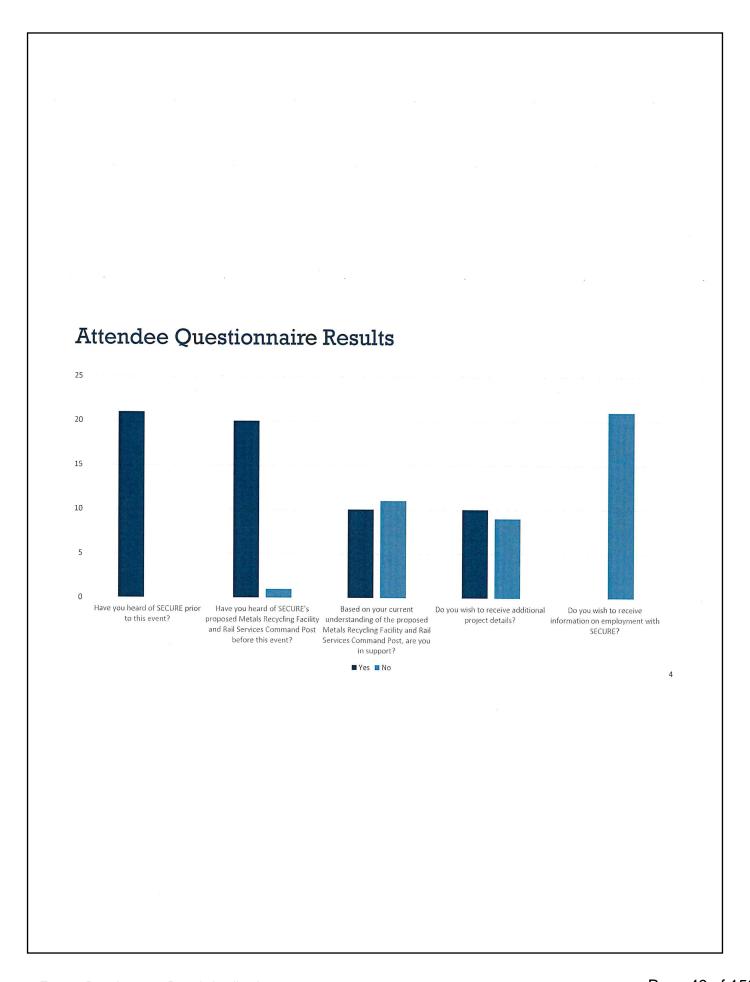


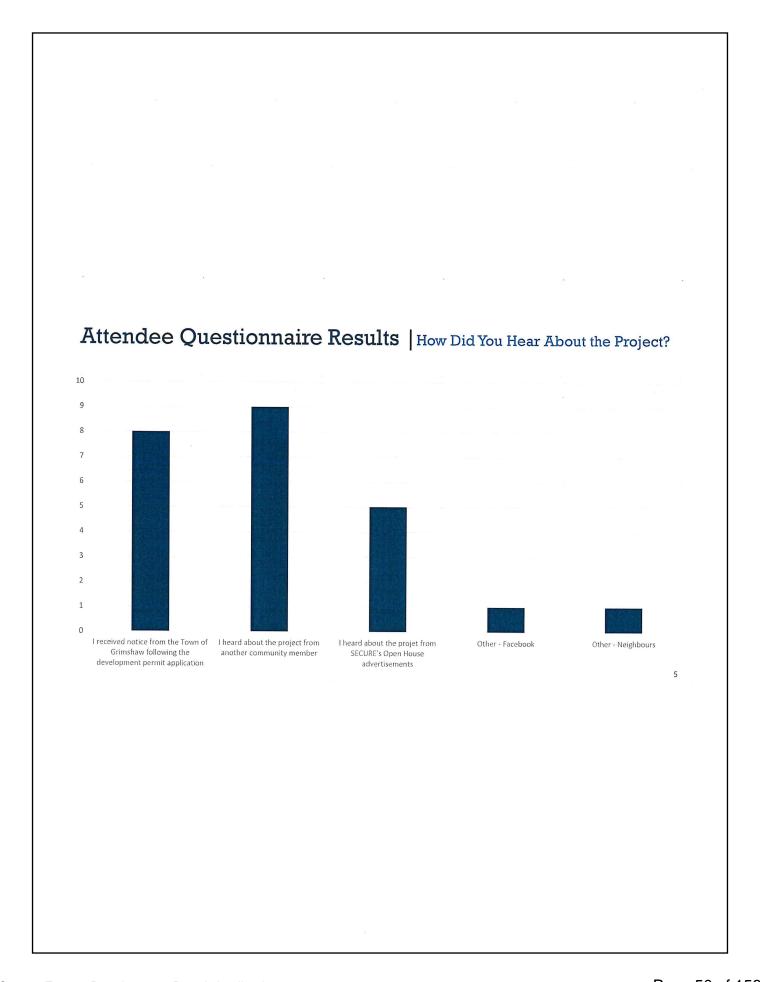


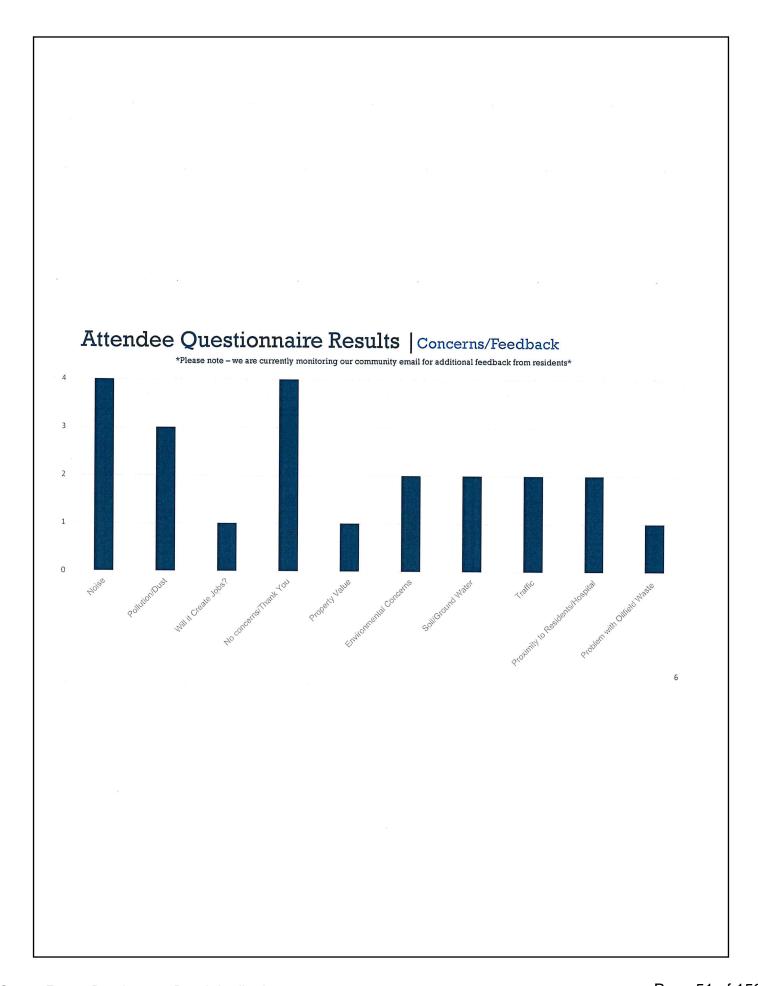
Attendee Summary

- Estimated 85 attendees*
- ~24% of attendees filled out a questionnaire
- Of the attendees who filled out a questionnaire:
 - 48% in support of the development
 - 52% not in support of the development

*Excluding minors







$\textbf{Attendee Questionnaire Results} \hspace{0.1cm} | \hspace{0.1cm} \texttt{Concerns/Feedback} \hspace{0.1cm}$

Please note – we are currently monitoring our community email for additional feedback from residents

13% of attendees left written feedback on the questionnaire

<u>Neutral</u>	<u>Negative</u>
"In support, but wondering how much impact will it have on our community —	"Noise, traffic, surface soil pollution"
"I think these operations need to happen, but it	"Have issues with oil field waste metal, ie: contaminated metal, hydrocarbons, benzene, NORMS"
should be well away from residences and the hospital"	"I live close, my concerns are noise, dust, property value, environmental"
"I want information on your environmental track record"	"Noise, ground water contamination, decrease in quality of living for surrounding residents, too close to residents" 7
	"In support, but wondering how much impact will it have on our community — jobs, noise, pollution" "I think these operations need to happen, but it should be well away from residences and the hospital" "I want information on your environmental track

October 21, 2022

Town of Grimshaw Grimshaw, AB TOH 1W0

Via email: cao@grimshaw.ca

ATTN: Brian Allan, Chief Administrative Officer

Re: Development Permit Application File No. 0622 - Amendment Application

As a leader in environmental and energy services, SECURE Energy (SECURE) has a strong track record of safety and environmental compliance and is committed to supporting the requirements of the Town of Grimshaw ('the Town').

On September 7, 2022, SECURE received 'Form G - Status of Application' via email, stating that the Development Permit Application was deemed a complete application for review by the Town (File No. 0622). Since the date of the correspondence, changes have occurred to the proposed development. As such, SECURE is submitting an amendment application to reflect the changes as described below:

- The Applicant will change from Polar Creek Industries c/o SECURE Energy to SECURE Energy (removing Polar Creek Industries from the proposed development). Al Laplante will remain the Authorized Agent.
- 2. The rail spur connection will no longer be required. SECURE will be acquiring the portion of the CN Rail Line that abuts Lot 15 of 5513 57 Ave and Lot 17 of 5613 54 Street. With this acquisition, SECURE will operate a track mobile to move rail cars from Lot 17 of 5613 54 Street to CN team tracks located approximately 8 blocks east from the proposed development. As part of this change, SECURE will be relocating the proposed fence, berm and landscaping from the southern boundary to the most southern side of the CN rail section. To reflect this change, a Site Plan is appended. Please note there are no other changes to the Site Plan and the attached Site Plan does not replace the original Site Plan instead, should be treated as supplemental information.
- Use of a track mobile to maneuver rail cars back and forth from the proposed development to CN's connection (see attached photos of a track mobile).

I trust this meets the requirements of the Town to accept an amendment to a Development Permit Application, however, should you require additional information, please don't hesitate to contact the undersigned at 587-233-3204.

Sincerely,

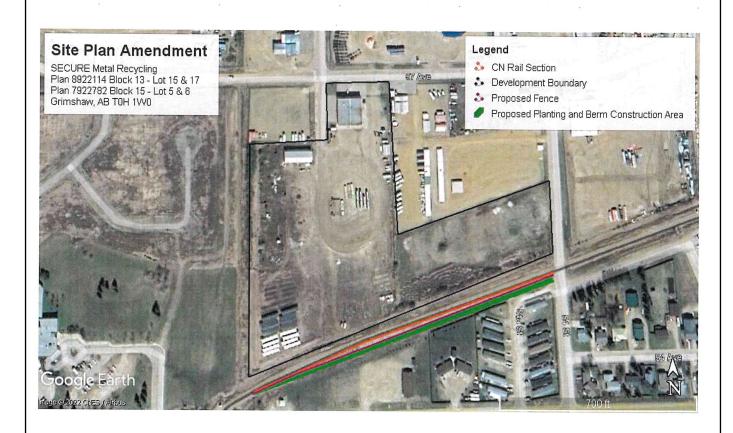
SECURE

Andrea Snodgrass | Regulatory Specialist

asnodgrass@secure-energy.com



Site Plan Amendment – CN Rail and Planting/Berm Location



SECURE Rail Equipment (Track Mobile) Photos 3







September 2, 2022

Town of Grimshaw Grimshaw, AB TOH 1W0

Via email: cao@grimshaw.ca

ATTN: Brian Allan, Chief Administrative Officer

Re: Polar Creek Industries c/o Secure Energy – Status of Development Permit Application Response

As a leader in environmental and energy services, SECURE Energy (SECURE) has a strong track record of safety and environmental compliance and is committed to supporting the requirements of the Town of Grimshaw ('the Town').

On August 29, 2022, SECURE received 'Form G - Status of Application' via email, requesting the following additional information by September 30, 2022:

- Noise Impact and Mitigation
- Environmental Impacts and Mitigation
- Fire Safety/Emergency Response Plan
- Economic Impacts
- Site Plan
- Reclamation Plan
- Signage

SECURE is pleased to provide the above information in the appended documentation to support the Development Permit Application submitted by SECURE on August 11, 2022.

SECURE is committed to meeting regulatory requirements and ensuring that environmental standards are maintained at our facilities. Should you have any questions please don't hesitate to contact the undersigned at 587-233-3204.

Sincerely,

SECURE

Andrea Snodgrass | Regulatory Specialist

asnodgrass@secure-energy.com

Andrea Snodgrass

Noise Impact and Mitigation

Estimated Noise Level Onsite

The estimated level of onsite noise, measured in decibels to be generated from activities and operations at a Metals Recycling site are as follows:

- Outdoor activities:
 - o Shearing operation 80-95 dBA
 - Torching/welding 80-95 dBA
 - Equipment operation 40-85 dBA
 - o Equipment alarms (backup alerts) 10 dBA
 - Loading and unloading scrap metal 10dBA
- Indoor activities:
 - o Chop saw, and other material handling equipment 60-90dba
 - Shop tools table saw, hand drill, etc. 80-100dba
 - o Equipment alarms (backup alerts) 10 dBA

Note: Measurements are estimated at the source of the noise and therefore reflect the highest levels produced. Noise generating activities will occur during the standard business hours of the facility (7am-7pm daily).

SECURE will monitor daily, the noise impacts generated from the facility operation and take all necessary measures to mitigate or reduce noise to prevent issues with neighboring residents.

SECURE will be completing a noise impact assessment at the proposed location within 1-year of commencing operations. The final report will be provided to the Town on or before December 31, 2023.

Noise Mitigation: Berm installation

The 2-meter-high steel fence (as outlined in the Site Plan) will be installed as soon as practical and within the first year of commencing operation.

Environmental Impacts and Mitigation

Potential Environmental Impacts

The metal recycling operation does generate wastes such as used oils, gear fluids, glycols, oily rags through the maintenance of heavy machinery. At no time will wastes be accepted at the Facility. In addition, and as mentioned below, batteries may be received from customers. To ensure no environmental impact during the handling and storage of these wastes, all wastes are stored in accordance with the Alberta Hazardous Waste Regulation, Federal Fire Code (Alberta Edition) and Transportation of Dangerous Goods Regulation (when applicable). Such storage requirements include the use of proper means of containment, secondary containment (when required) and proper identification/labeling. SECURE operates 5 authorized hazardous waste and hazardous recyclable facilities throughout Alberta, British Columbia, and Manitoba with a large inventory of waste bins and drums and so knowledge of managing such wastes to avoid environmental impact is supported through the Waste Management group and Environment & Regulatory Department. Wastes generated on site



will not be stored for longer than a year – the intent is to make maximum use of a container, so once volume allows, the waste is shipped off-site. For context, below is the annual volume that SECURE's Red Deer Metal Recycling Facility generated:

			Ap	proval Sect	tion 4.3.23 Fa	cility Generate	d Waste Es	timation	
waste name	UNIFORM WASTE CODE			QUANTITY (KG OR L)		STORED	RECYCLED	DISPOSED	
	PIN	CLASS	MGMT	HAZ	NON-HAZ	ON SITE	OFF SITE	OFF SITE	
LW - USED OIL	252	NR	NR	R4	9,100		T	Pnewko	
NR SOLID (RAGS, ABSORBENTS)	274	NR	NR	D1		1,452			Fastnel
NR SOLID (MSW)	N/A	NR	NR	D1		131,420			City of Red Deer LF

Please note, the Red Deer Metal Recycling Facility is SECURE's largest recycling facility and so the volumes above would be considered worst-case scenario.

Hazardous Materials Mitigation Plan

Secure Metals Recycling does not accept any waste liquids (hazardous or non-hazardous) onsite at any time. Customer materials are inspected prior to acceptance and offload.

As noted above, all wastes (regardless of the classification) will be stored within proper means of containment including secondary containment. The activities where these wastes are generated (i.e., equipment maintenance) is to be conducted within the existing building at the proposed property. At no time will maintenance occur outside of a contained area.

SECURE implements routine Environment & Regulatory Audits at all operating facilities to ensure compliance with all applicable legislation. In addition, the Monthly Site Inspections do incorporate general waste management practices to ensure all generated wastes are handled and stored to prevent any release to the environment.

Fire Safety/Emergency Response Plan

Onsite Fire Hazard Assessment

Onsite fire risks at a Metals Recycling Facility include:

- Cutting, shearing, or compacting metal
- Gas cylinders
- Torching/welding activities
- Fuel tanks

Onsite Fire Hazard Controls

Fire extinguishers will be mounted, located, and identified at numerous locations at the facility. At minimum, one extinguisher will be on each piece of equipment and at every entrance/exit to the facility buildings. Extinguishers will be the proper size and classification to match the types of fire hazards onsite, they will be installed according to the height requirements stated in the National Fire Code (Alberta Edition). In addition, fire extinguishers will be located at readily accessible locations for employees, clearly marked and visible, and marked on the site plot plan and emergency response plan (ERP). Extinguishers will be inspected monthly as part of SECURE's Monthly Facility Inspection and will be serviced by a third-party provider annually.

Muster point will be clearly marked and indicated on the site plot plan, emergency response plan (ERP), and the onsite orientation for contractors and visitors prior to entering site.

As part of the torching process, compressed oxygen cylinders are required to be stored onsite. These cylinders will be stored in accordance with the National Fire Code (AE). As part of the scrap acceptance program onsite, customer cylinders (e.g., propane) will be rejected prior to entering the facility. Our employees are trained to look for unwanted cylinders and if found, remove them from any onsite piles and store them in accordance with the applicable legislation.

A diesel tank (for fueling equipment) will be stored in a designated area onsite away from any material handling (cutting, shearing, compacting metal) or torching/welding activities. The designated fuel tank will undergo permitting and routine inspections with the Alberta Safety Codes Standard (ASCA). The fuel tank will be inspected as part of the monthly facility inspection.

As part of the metals recycling industry, batteries are sometimes dropped off onsite. SECURE's battery storage requirements are in line with OHS regulation, as well as Alberta's Hazardous Waste Storage Guidelines.

SECURE's housekeeping standards are a critical part in the reduction of fire hazards onsite. Removal of flammable materials including paper, organics, chemicals, plastics, rubber etc. is part of daily operations. SECURE's inspection program identifies these risks on a monthly, annual, and ad hoc basis to catch any unwanted material or dust build up.

SECURE's Fire Prevention & Designated Smoking Area Standard

Secure is expected to do everything practical to prevent an uncontrolled fire situation from taking place. Prior to any fire extinguisher being brought on-site, SECURE will:

- Inspect the extinguisher to ensure its effective and safe operation.
- Provide sufficient fire extinguishers to handle fire emergencies and ensure access at all times.
- Fire extinguishers must be:
 - Appropriate for the activity.
 - o Fully charged.
 - In good operating condition.
 - o Have neither been tampered with nor actuated.
 - Have no obvious physical damage.
 - o The employees are to be adequately trained.
 - o Inspected monthly and annually with an inspection tag attached.
 - Off the ground; and
 - Hefted during inspection.
- SECURE workers will immediately report to their supervisor, all broken seals, and uses of handheld extinguishers; and
- SECURE will immediately replace any extinguisher that is removed from service.

There will be no smoking within the boundaries of the worksite except at designated smoking areas. All smoking materials are to be fully extinguished before leaving this area. The area is to be properly monitored and maintained in a safe manner.

Smoking is permitted only in designated areas that are outside of SECURE buildings or work areas.

SECURE's Emergency Response and Emergency Preparedness Program

The Facility manager and Health and Safety Advisor will ensure the site-specific ERP has been developed, communicated, and distributed to the team and contractors. A copy of the ERP for the location shall be posted and maintained at the Facility.

- The facility ERP will be developed and understood by everyone on the site prior to the start of work.
- All ERPs will be communicated to all contractors prior to the start of work as part of the Facility's HSE orientation.
- As a general rule, the following common incidents and responses shall be considered in the sitespecific ERP:
 - o Site evacuation.
 - o Media relations.
 - Spill response (onsite or in transit)
 - o Fire/explosion.
 - o Extreme weather.
 - o Minor injury or first aid.
 - o Serious injury or fatality.
 - Notification to regulatory authorities.
 - Regular reviews shall be conducted to capture the possibility of site-specific incidents and responses which need to be added to the site-specific ERP.

Facility ERP drills (tabletops or mock drills) are completed involving all worksite staff, contractors and/or support groups as required, but at minimum, annually.

Basic response actions for an emergency:

- Stop work as quickly and as safely as possible
- Turn off all sources of ignition
- Report to the designated muster point
- Contact:
 - Appropriate emergency contact numbers (Fire, police, etc)
 - SECURE contact
 - Client representative contact
- Notify the drivers that are in transit not to return to the Site until further notice
- Await further instruction
- Instructions may include to shelter in place

Upon approval of the development, SECURE will compile a site-specific ERP which will be available to the Town upon request.

Economic Impacts

Job Creation & Onsite Worker Estimation

It is estimated that this facility will provide twenty-five (25) full time jobs and five (5) to fifteen (15) contractor jobs. Roles would include Facility Manager, Site Supervisor, Administrator, Heavy Equipment Operators, Labourers, Welder/Torchers, Heavy Duty Mechanic, and Drivers.

Site Plan

See the attached Site Plan for the following:

- Proposed vehicle entry and exit points
- 2. Parking areas: size and number of lots
- 3. Dimension of existing building/structures and setbacks from property lines
- Dimensions of proposed metal processing area and setbacks for proposed building/structures
- 5. Direction of surface drainage flow is to the South as per the directional arrows on the site plan.

To reduce congestion on the site plan, the following setbacks apply to the existing and proposed structures:

- 1. Existing Building (PLAN 7922782): 80 ft set back from 57 Ave and 52 ft set back from 56 st.
- 2. Existing Building (PLAN 8922114): 29ft set back to north lot and 154 ft to west lot
- 3. Proposed Building (PLAN 8922114): 33ft set back to eastern property boundary

Reclamation Plan

SECURE is a responsible landowner and would use the expertise of a third-party environmental consultant company to assess the requirement for remediation or reclamation at the end of operation, as well as provide the best control methods during those activities.

Upon closure of the facility, SECURE will compile a Closure Plan which outlines the costs associated with the removal of any wastes onsite, and any environmental assessments that may be required to assess the nature and extent of any contamination onsite.

Signage

The main building abutting 57 Ave will have a SECURE sign that is raised and illuminated as shown in the image below:



Example of additional signage to be posted at the facility entrance/exit (minimum 24"x24"):

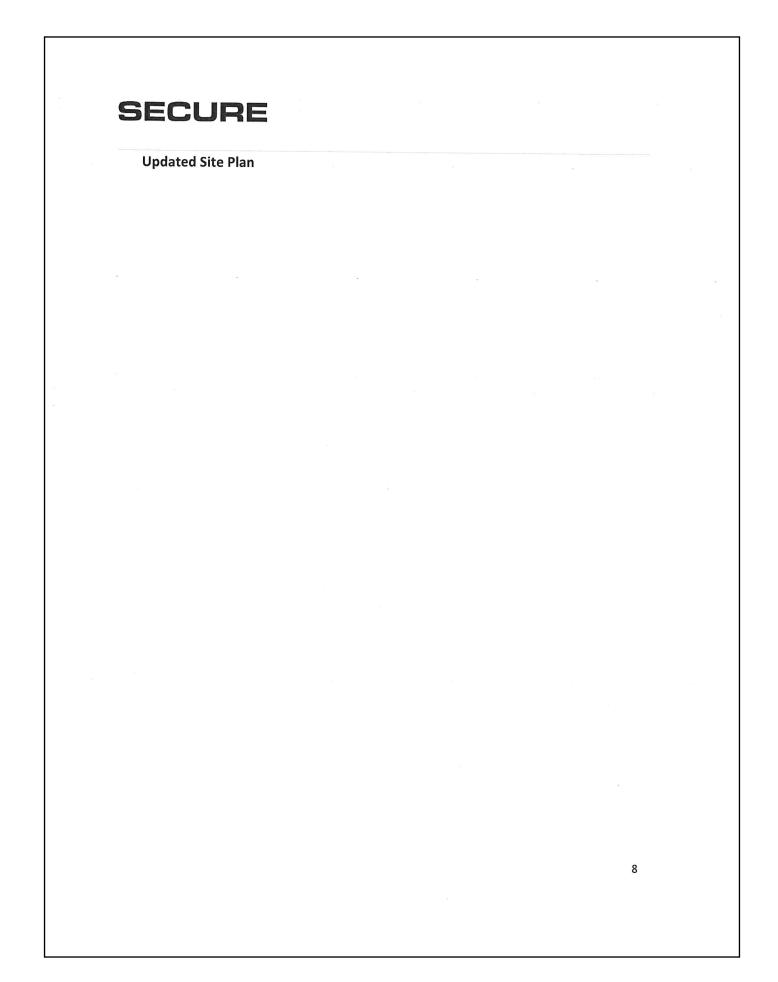
MANDATORY PPE

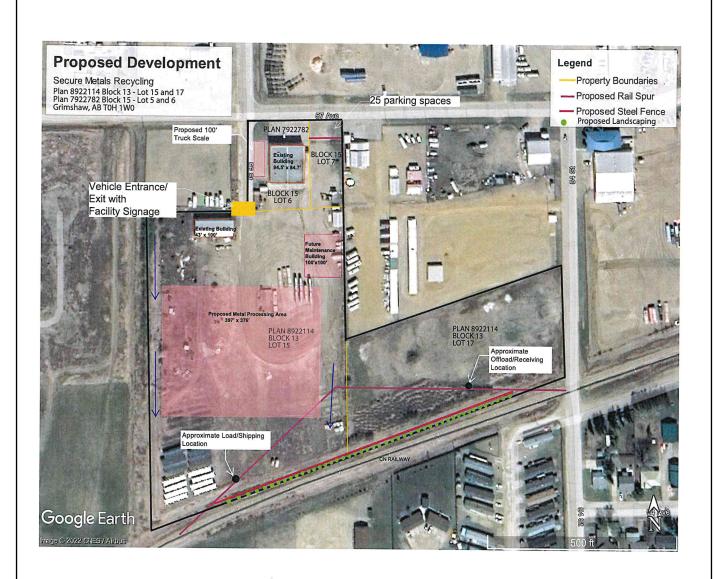
- SAFETY GLASSES
- SAFETY BOOTS
- HARD HATS
- GLOVES
- FR COVERALLS
- HEARING PROTECTION (MAY EXCEED 85 dbl)

NO TRESPASSING • NO SMOKING

IN CASE OF EMERGENCY SECURE CALL: 1-877-518-4321







August 11, 2022

Town of Grimshaw Grimshaw, AB TOH 1W0

Via email: cao@grimshaw.ca
ATTN: Planning and Development

Re: Polar Creek Industries c/o Secure Energy – Development Permit Application 5513 57 Ave and 5613 54 Street, Grimshaw AB T0H 1W0

To whom it may concern,

As a leader in environmental and energy services, SECURE Energy (SECURE) has a strong track record of safety and environmental compliance and is committed to supporting the requirements of the Town of Grimshaw ('the Town').

In accordance with Land Use Bylaw No. 1146, Polar Creek Industries on behalf of SECURE is applying for a Development Permit to operate a Metals Recycling Facility and Rail Services Command Post for Derailment Response located at 5513 57 Ave (Lot 6, 7; Block 15; Plan 792 2782 and Lot 15; Block 13; Plan 892 2114) and 5613 54 Street (Lot 17; Block 15; Plan 892 2114). To support the application, the following documentation is appended to this letter:

- Attachment 1: Project Description and Proposed Modifications
- Attachment 2: Common Q&As about Metal Recycling Operations (e.g., noise, traffic)
- Attachment 3: Development Permit Application
 - o 3.1 Photos
 - 3.2 Property Land Titles
 - o 3.3 Property Purchase/Contract Agreement

SECURE is committed to meeting regulatory requirements and ensuring that environmental standards are maintained at our facilities. Should you have any questions please don't hesitate to contact the undersigned at 587-233-3204.

Sincerely,

SECURE

Andrea Snodgrass

Andrea Snodgrass | Regulatory Specialist

asnodgrass@secure-energy.com



Attachment 1 - Project Description and Proposed Modifications

Project Description

SECURE is proposing to operate a Metal Recycling Facility and Rail Services Command Post for Derailment Response at 5513 57 Ave and 5613 54 Street, Grimshaw AB.

Metal Recycling Facility

The Metal Recycling Facility will operate Monday-Friday, 7am-7pm and act as a receiving location for third-party ferrous and non-ferrous materials intended for recycling. Examples of material received includes but is not limited to steel, aluminum, copper, brass, lead, appliances (white goods) and batteries.

The Facility where processing of scrap material will occur, is proposed to be situated in Lot 15 of 5513 57 Ave. The heavy commercial vehicles loaded with material, will enter, and exit the facility on the corner of 57 Ave and south of 55 St where a 100 ft scale is to be located parallel to the existing building (see Site Plan).

All scrap material is to be unloaded in the southwest portion of Lot 15 along the western fence line, known as the Metal Processing Area (see Site Plan). Piles of scrap metal will be stored in this area after being sorted using industry specific heavy machinery such as mobile hydraulic shears, balers and purpose-built material handlers fitted with magnets and grapples. Depending on the size of the material, some scrap needs further preparation which includes oxygen/propane torch cutting prior to being placed in the piles and prepared for shipment offsite. Material is to be prepared in a safe, isolated area in the vicinity of the Metal Processing Area and all welding gases are to be stored in accordance with the National Fire Code (Alberta Edition), 2019.

SECURE transports shipments of scrap metal with a fleet of flat decks, Super B-Train scrap hauling trailers, luggers, roll-off containers, end dumps and rail cars.

Rail Services Command Post for Derailment Response

The Rail Services Command Post for Derailment Response portion of the operation will consist of interim storage of derailment emergency response equipment such as front-end loaders, excavators, and dewatering/diversion pumps. This will be situated within Lot 17 of 5613 54 Street.

All existing buildings located at the proposed development properties will be utilized and upgraded. No additional infrastructure is required immediately to conduct this operation, except for a 100-foot truck scale for the receipt of materials as described above. Any future developments will be applied for with the Town.

Please refer to the Site Plan for the proposed operational areas described above.

SECURE currently successfully operates 5 metal recycling facilities, with railway access, across Alberta and British Columbia for a combined period of over 20 years.

Proposed Modifications

Rail Spur Connection

SECURE is proposing, that upon approval from CN Rail, the rail spur located south, and parallel to, Lot 15 of 5513 57 Ave and Lot 17 of 5613 54 Street, be extended across Lots 15 and 17, to allow for safe and efficient loading and unloading of material via railcar. To mitigate potential noise impacts to nearby residences, SECURE is proposing that Lot 17 of 5613 54 Street be utilized for equipment storage and receiving/unloading of rail cars only and processing material and loading rail cars will be situated away from the nearby residences, on the south border of Lot 15 of 5513 57 Ave as shown on the Site Plan.

Earthen Berm and Fence

SECURE is proposing to construct an earthen berm approximately 2 m in height (or a height to the satisfaction of the Development Officer) along the proposed most southern property lines, parallel to the exiting CN Railway.

SECURE is also proposing to install a 2-meter-high steel fence at the front of 5513 57 Ave as well as along the earthen berm (as shown on the Site Plan). The fence will be erected as recommended by a qualified professional (and in accordance with Part 2, Section 73 (4) of Land Use Bylaw No. 1146) to ensure there are no disturbances or interactions with utilities, as well as ensure it is erected in a manner to allow appropriate egress to and from the site.

Landscaping

On the exterior of the fence located along the railway, SECURE will landscape by planting vegetation such as coniferous and/or deciduous trees (or vegetation to the satisfaction of the Development Officer). The intent of these additional measures along the existing CN Railway, is to mitigate any potential nuisances to the nearby residential area (along 50 Ave). All landscaping will be addressed in a manner that meets or exceeds the Town's requirements as outlined in Part 2, Section 73 of Land Use Bylaw No. 1146.

Please refer to Attachment 3 (3.1 Photos) for an example of the proposed fence and vegetation, respectively.

Please refer to the Site Plan for the proposed modification areas described above.

Attachment 2 - Common Questions & Answers for Metal Recycling Operations

Common Questions & Answers for Metal Recycling Operations

Below are common questions and answers regarding the proposed operation that may be of interest to the Town.

1. What constitutes a "rail emergency response"?

SECURE's Rail Services division provides response services to CN and CP Rail in the event of a train derailment within (mostly) Western Canada. Response services include providing heavy machinery, personnel, and other resources to the scene of a derailment incident. As such, it is unlikely that personnel will be operating machinery (e.g., sheering, baling, torching) at the facility after the proposed operating hours of 7 am to 7 pm, instead activities such as loading equipment and response resources onto or into commercial vehicles in preparation for a response would occur. This type of activity does not generate a disturbing amount of noise pollution.

For context, in 2021, SECURE responded to a total of 3 train derailments in the Peace River Region.

2. What are the anticipated traffic volumes associated with the operation?

Based on SECURE's historical operations in the Peace River Region, the peak season where higher traffic volume is anticipated (April to October), an average of 20 commercial vehicles per day is associated with the facility operation. In the off-season (November-March), traffic volumes reduce significantly to an average of 6 commercial vehicles per day.

3. Do you have information about the noise volumes associated with the machine cutting, baling and torch cutting processes?

SECURE's Metal Recycling Facility operation does generate noise due to the use of heavy machinery and the movement of their functional parts. However, the proposed addition of a 2 m steel perimeter fence, including the 2 m of earthed material, are expected to mitigate noise generated by the industrial activity.

SECURE will monitor noise impacts generated from the facility operation and take all necessary measures to mitigate or reduce noise to prevent issues with neighboring residents.

Please note, SECURE's Health, Safety, Environment & Regulatory (HSER) departments are organizing Occupational Health and Safety assessments at all operating Metal Recycling facilities in 2022, which will include Noise Impact assessments. Upon request from the Town, SECURE may provide the written report for this location once received, should this development be approved.

4. Does Secure Energy have any Good Neighbor Policies, aimed at minimizing the impacts of your operations on, and maintaining good relations with nearby residential properties?

SECURE operates in various communities, towns and cities that vary in population and size; and SECURE is committed to community engagement and involvement within the locations we operate in. As such, SECURE would work with the Town to address any potential concerns from members of the public, including hosting events such as Open Houses or information sessions.

SECURE also implements routine facility inspections which incorporates the monitoring of potential nuisances such as noise and is required to be reported to the HSER departments for further investigation.

5. How does Secure Energy measure operational compliance at Metal Recycling Facilities?

To ensure compliance with all municipal, provincial, and federal legislation governing the activities of a Metal Recycling Facility, SECURE employs routine Environment, Regulatory, Health and Safety (HSER) compliance audit programs at all operating facilities.

4

Attachment 3 – Development Permit Application

/

FORM A



DEVELOPMENT PERMIT APPLICATION Town of Grimshaw

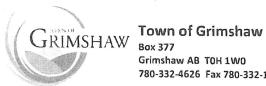
Box 377 Grimshaw AB T0H 1W0 780-332-4626 Fax 780-332-1250

DATE:	
PERMIT NO.:	
ROLL NO.:	

No work or construction shall commence until the DEVELOPMENT PERMIT is APPROVED
I hereby make application under the provisions of the Land Use Bylaw for a Development Permit in accordance with the plans and supporting information submitted herewith and which form part of this application. Applicant Name: Al Laplante c/o Polar Creek Industries
Mailing Address: 103, 536 Laura Ave
Town/City/Province: Red Deer County, AB Postal Code: T4E 0A5
Contact Number: 403-346-4782 Email:
Address of development site: 5513 57 Ave, Grimshaw AB
Legal Description: Lot: 687 Block: 13 Plan: 7922782
Land Use District: M1 Existing Use of Land/building: Commercial/Industria
Metals Recycling Facility and Rail Services Command Post for Derailment Response
Registered Owner/Authorized Agent (if different from applicant): See attached letters
Signature:
Parcel Dimensions: Length: 62.50 m Width: 34.0 m Total Area: 1.04 acres
Parcel Dimensions: Length: 62.50 m Width: 34.0 m Total Area: 1.04 acres Proposed Use: Metal Recycling Facility Land Use District: M1 Industrial
Proposed Use: Metal Recycling Facility Principal Use Setbacks: Front: 45 ft Sides: 24 ft Rear: N/A
Proposed Use: Metal Recycling Facility Principal Use Setbacks: Front: N/A Accessory Use Setbacks: Front: N/A Principal Dimensions: Length: 62.50 m Width: 34.0 m Total Area: 1.04 acres Land Use District: M1 Industrial Rear: N/A Rear: N/A
Proposed Use: Metal Recycling Facility Principal Use Setbacks: Front: 45 ft Sides: 24 ft Rear: N/A
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SUPPLEMENTAL 1 of 2

FORM A



Grimshaw AB TOH 1W0 780-332-4626 Fax 780-332-1250

DATE:	
PERMIT NO.:	
ROLL NO	

DEVELOPMENT PERMIT APPLICATION

This is NOT a Building Permit No work or construction shall commence until the DEVELOPMENT PERMIT is APPROVED
I hereby make application under the provisions of the Land Use Bylaw for a Development Permit in accordance with the plans and supporting information submitted herewith and which form part of this application. Applicant Name: Al Laplante c/o Polar Creek Industries
Mailing Address: 103, 536 Laura Ave
Town/City/Province: Red Deer County, AB Postal Code: T4E 0A5
Contact Number: 403-346-4782 Email:
Address of development site: 5513 57 Ave Grimshaw AB TOH 1 WO
Legal Description: Lot: 15 Block: 13 Plan: 892 2114
Land Use District: M1 Existing Use of Land/building: Commercial/Industrial
Description of Proposed Development: Metals Recycling Facility and Rail Derailment Emergency Response Location
Registered Owner/Authorized Agent (if different from applicant): See attached letters
Signature:
Parcel Dimensions: Length: 253.94 Width: 168.00 Total Area: 9.05
Parcel Dimensions: Length: 253.94 Width: 168.00 Total Area: 9.05 Proposed Use: Metal Recycling Facility Land Use District: M1 Industrial
Parcel Dimensions: Length: 253.94 Width: 168.00 Total Area: 9.05 Proposed Use: Metal Recycling Facility Principal Use Setbacks: Front: N/A Sides: N/A Rear: N/A
Parcel Dimensions: Length: 253.94 Width: 168.00 Total Area: 9.05 Proposed Use: Metal Recycling Facility Principal Use Setbacks: Front: N/A Sides: N/A Rear: N/A Accessory Use Setbacks: Front: 258 ft (to 57 Ave) Sides: 178 ft (to 56 St) Rear: N/A
Principal Use Setbacks: Front: N/A Sides: N/A Rear: N/A Rear: N/A
Principal Use Setbacks: Front: N/A Sides: N/A Rear: N/A Accessory Use Setbacks: Front: 258 ft (to 57 Ave) Sides: 178 ft (to 56 St) Rear: N/A Do you require a variance for any site provision? Yes No If yes, indicate the specific site provision(s), the amount of variance requested and the rationale for the variance
Proposed Use: Metal Recycling Facility Principal Use Setbacks: Front: N/A Accessory Use Setbacks: Front: 258 ft (to 57 Ave) Sides: 178 ft (to 56 St) Rear: N/A Do you require a variance for any site provision? Yes No
Principal Use Setbacks: Front: N/A Sides: N/A Rear: N/A Accessory Use Setbacks: Front: 258 ft (to 57 Ave) Sides: 178 ft (to 56 St) Rear: N/A Do you require a variance for any site provision? Yes No If yes, indicate the specific site provision(s), the amount of variance requested and the rationale for the variance
Principal Use Setbacks: Front: N/A Sides: N/A Rear: N/A Accessory Use Setbacks: Front: 258 ft (to 57 Ave) Sides: 178 ft (to 56 St) Rear: N/A Do you require a variance for any site provision? Yes No If yes, indicate the specific site provision(s), the amount of variance requested and the rationale for the variance **see attached SUPPLEMENTAL form for additional parcel** Estimated Date of Commencement: September 1, 2022 Estimated Completion Date: November 1, 2022 Estimated ProjectyCost: 150,000
Principal Use Setbacks: Front: N/A Sides: N/A Rear: N/A Accessory Use Setbacks: Front: 258 ft (to 57 Ave) Sides: 178 ft (to 56 St) Rear: N/A Do you require a variance for any site provision? Yes No If yes, indicate the specific site provision(s), the amount of variance requested and the rationale for the variance **see attached SUPPLEMENTAL form for additional parcel** Estimated Date of Commencement: September 1, 2022 Estimated Completion Date: November 1, 2022 Estimated ProjectyCost: 150,000
Principal Use Setbacks: Front: N/A Sides: N/A Rear: N/A Accessory Use Setbacks: Front: 258 ft (to 57 Ave) Sides: 178 ft (to 56 St) Rear: N/A Do you require a variance for any site provision? Yes No If yes, indicate the specific site provision(s), the amount of variance requested and the rationale for the variance **See attached SUPPLEMENTAL form for additional parcel** Estimated Date of Commencement: September 1, 2022

SUPPLEMENTAL 2 of 2

FORM A



DEVELOPMENT PERMIT APPLICATION Town of Grimshaw

Grimshaw AB TOH 1W0 780-332-4626 Fax 780-332-1250

DATE:	
PERMIT NO.:	
ROLL NO :	

This is NOT a Building Permit

No work or construction shall commence until the DEVELOPMENT PERMIT is APPROVED
I hereby make application under the provisions of the Land Use Bylaw for a Development Permit in accordance with the plans and supporting information submitted herewith and which form part of this application.
Applicant Name: Al Laplante c/o Polar Creek Industries
Mailing Address: 103, 536 Laura Ave
Town/City/Province: Red Deer County, AB Postal Code: T4E 0A5
Contact Number: 403-346-4782 Email:
Address of development site: 5613 54 St, Grimshaw AB T0H 1W0
Legal Description: Lot: 17 Block: 13 Plan: 892 2114
Land Use District: M1 Existing Use of Land/building: Commercial/Industri
Description of Proposed Development: Metals Recycling Facility and Rail Derailment Emergency Response Location
Registered Owner/Authorized Agent (if different from applicant): Town of Grimshaw
Signature:
Parcel Dimensions: Length: 81.0 Width: 181.65 Total Area: 3.46 acres
Proposed Use: Storage/Receiving goods via rail car Land Use District: M1 Industrial
Proposed Use: Storage/Receiving goods via rail car Principal Use Setbacks: Front: N/A Sides: N/A Rear: N/A
Proposed Use: Storage/Receiving goods via rail car Land Use District: M1 Industrial Principal Use Setbacks: Front: N/A Sides: N/A Rear: N/A Accessory Use Setbacks: Front: N/A Sides: N/A Rear: N/A
Proposed Use: Storage/Receiving goods via rail car Land Use District: M1 Industrial Principal Use Setbacks: Front: N/A Sides: N/A Rear: N/A Accessory Use Setbacks: Front: N/A Sides: N/A Rear: N/A Do you require a variance for any site provision? Yes No
Do you require a variance for any site provision? ☐ Yes ☐ No
Do you require a variance for any site provision? Yes No If yes, indicate the specific site provision(s), the amount of variance requested and the rationale for the variance settlements. September 1, 2022
Do you require a variance for any site provision? Yes No If yes, indicate the specific site provision(s), the amount of variance requested and the rationale for the variance
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FORM A

If the building/addition is greater than 47 m² (505.9 ft²), a map from the Alberta Energy Regulator (AER) identifying the locations of, or confirming the absence of, any abandoned oil or gas wells on or within 25 m (82 ft) of the site boundary is to be included. Go to www.geodiscover.alberta.ca for abandoned well location and status information.

ADDITIONAL REQUIREMENTS

■ SITE PLAN SHOWING:

- Legal description, address, property line locations
- Building setbacks
- Building area
- All easements (i.e. utility rights-of-way)
- Landscaping being provided including area, size and type (berms, soft/hard landscaping, etc.)
- Fencing/gate type and height
- Garbage enclosure, where required
- Roads, sidewalks and pathways abutting property
- Lighting if any
- · Parking stalls indicating stall width, length and aisle width
- Gravelled areas
- For moved in buildings a photograph is required
- 8½ X 11 copy of site plan, elevations and floor plan to Development Officer's satisfaction
- ☐ Floor plan showing the proposed layout in PDF format
- ☐ Elevation Plans (all sides) including a description of the exterior finishing materials
- If the building/addition is greater than 47 m² (505.9 ft²) a map from the Alberta Energy Regulator (AER) identifying the locations of, or confirming the absence of, any abandoned oil or gas wells on or within 25 m (82 ft) of the site boundary is to be included. Go to www.geodiscover.alberta.ca for abandoned well location and status information. Detailed instructions on page 5 of this application package.

The above list is a generalized list of requirements. The Development Officer may require additional information. (See the Land Use Bylaw)

DEVELOPMENT PERMIT FEES:

1 1 2 3	
Single Detached Dwellings	\$60.00
Extensions to residential dwellings: garages, decks, sheds, accessory structures	\$40.00
Duplex, semi-detached, townhouse, apartment dwellings	\$75.00
Commercial or Industrial buildings	\$100.00
Extensions to Commercial, Community or Industrial buildings	\$50.00
Non-Conforming permits	\$150.00
Home Based Business	\$60.00
Signs – Commercial, Industrial	\$100.00
Portable Signs and Home Based Business Sign	\$20.00

PLEASE NOTE:

- (1) This is an application form only and does not authorize the commencement of development. If your application is approved, a **DEVELOPMENT PERMIT** will be issued.
- (2) The issuance of a **DEVELOPMENT PERMIT** is subject to the condition that it does not become effective until twenty-four (24) days after the date of issue. Should this decision be appealed within twenty-one (21) days after the notice of decision, the development permit may be modified or nullified.

OFFICE USE ONLY:		
Development Permit Fees Paid:		
Variance Requested:	Approved:	Declined:
Non-Conforming:	Posted:	Advertised:

Department:	Public Works	Fire Chief	Utilities Department	Other:
Date Checked:				

Town of Grimshaw Development Permit Application

Page 2

DEVELOPMENT PERMIT - GENERAL CONDITIONS

- 1. The development to which this permit relates must be commenced within a period of twelve (12) months from the date of issue of this development permit otherwise the permit is void and a new application is required.
- 2. All work and development must be completed within two (2) years of the approval date or the permit becomes invalid and the development will have to be reapplied for, unless an extension is granted by the Town.
- 3. An approved development permit means that the proposed development has been reviewed against the provisions of the Town's Land Use Bylaw. It does not remove obligations to conform with other legislations, provincial regulations, bylaws or land title instruments such as the Municipal Government Act and amendments thereto or any caveat, covenant or easement that may be attached to the site.
- 4. The developer must satisfy the requirements, if any, made by Alberta Municipal Affairs Safety services in respect of building, electrical, gas, fire and plumbing requirements; Health Region; Alberta Transportation; Alberta Environment; and any Act or Regulation pertinent to the development.
- 5. The development hereby approved shall be carried out in accordance with the submitted application in respect of the size, location and design of the building(s).
- 6. The development hereby approved shall be undertaken in conformity with a scheme for landscaping, sidewalks, street lighting, surface and boundary treatments, as required and to the satisfaction of the Town and the Development Officer.
- 7. Any work affecting municipal roadways, sidewalks, curbs or gutters shall be undertaken in conformity with the Town of Grimshaw General Municipal Servicing Standards.
- 8. Any area requiring landscaping or topographic reconstruction shall be landscaped so that the finished surface contours do not direct surface drainage onto adjoining sites.
- 9. Before any excavation or construction is started, the following should be checked:
 - a. Utilities location, height or depth, and protection from damage of all utilities, i.e. sewers, water, power, gas, telephone, etc.
 - Levels respecting proposed elevations of finished lands, streets or avenues, sanitary or storm sewer connections.
 - c. Property boundaries this approval is granted on the basis of the property lines and setbacks indicated in the drawings submitted with the application. You are encouraged to retain a surveyor to survey and stake the property prior to any excavation or construction.
- 10. All sanitary sewer lines shall be installed on a slope of ¼ inch to the foot unless otherwise directed.
- 11. Fence Bylaw A fence cannot be higher than six feet (1.8 metres) for that portion of the fence that does not extend beyond the foremost portion of the principal building and cannot be higher than three feet (0.9) for the portion of the fence that does extend beyond the foremost portion of the principal building.
- 12. All new construction shall install a 4" main backwater valve on the sewer outlet line.
- 13. No sump or roof drainage can be connected to the sewer system.

FORM A

- Depth of the water line below the foundation is to be a minimum of 2.75 metres (9 feet) unless otherwise directed.
- 15. When connecting to a Town waterline, any work that is done within 3 meters of the main line must be done with a vac truck and not a back hoe.
- 16. Prior to backfilling the water and sewer services, the Town of Grimshaw Public Works Department must do an inspection. All inspections are to be completed by the Town of Grimshaw Public Works Department during regular working hours unless other arrangements have been made with the Town Water and Sewer Manager and after hour rates will apply.
- 17. If any part of a plumbing system is covered or concealed before it is inspected, or tested, it shall be uncovered if the Town Inspector so directs.
- 18. No person other than a Town Employee shall turn any curb cock unless authorized to do so by the Town of Grimshaw.
- 19. A plumbing permit is required prior to a water meter being supplied.
- 20. Water service from the Town water supply shall not be turned on at the curb cock for occupancy use if the Town is notified by the Provincial Plumbing Inspector that the plumbing system is not approved.
- The initial water meter is supplied free of charge & the maintenance is the customer's responsibility.
- 22. All new homes and/or buildings shall be required to connect to the Automatic Meter Reading System at the owners cost. The builder shall install conduit for a remote water reading device before water will be turned on.
- 23. There shall be no charge for turning on water services for testing purposes in new premises and the owner and/or contractor shall be present for said test. After the test is completed, the water will be turned off.
- 24. All pedestrian access areas/routes, water, sewer, storm service installations shall be developed in accordance with the approved plans and drawings as required by the Town.
- 25. All contractors or subcontractors must be aware of all the Town's Servicing Requirements.
- 26. The approved permit must be displayed on site for the duration of the development activity.
- 27. All work carried out under this permit shall be done in conformity with the Town of Grimshaw General Municipal Servicing Standards. In particular, all water, sewer and storm service installations shall conform to the Town of Grimshaw General Municipal Servicing Standards for:
 - Trenching and backfilling;
 - b. Water, storm and sewer mains and appurtenances; and
 - c. Service connections.

The grounds for the imposition of such conditions listed above are:

- a. In accordance with the provisions of the *Municipal Government Act* and the Town of Grimshaw Land Use Bylaw.
- b. In accordance with the provisions of the Town of Grimshaw Land Use Bylaw and General Municipal Servicing Standards.
- c. To ensure that the development is carried out in accordance with any other applicable municipal, provincial or federal legislation.
- d. To ensure a satisfactory standard of development.
- e. To ensure a satisfactory standard of repair to Town infrastructure.

FORM A

ABANDONED OIL WELL CONFIRMATION PROCESS

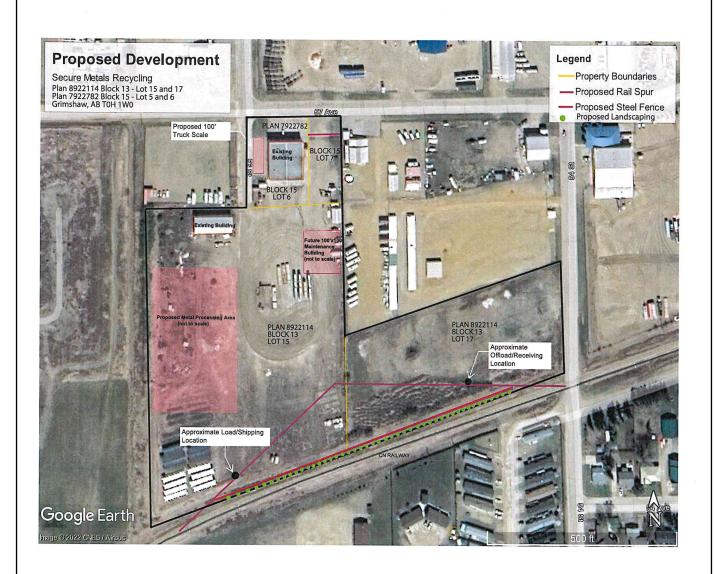
1.	Search the subject property using the Alberta Energy Regulator (AER) Abandoned Well Viewer at: http://mapviewer.aer.ca/Html5/Index.html?viewer=aerabnwells
	Does the AFR Abandoned Well Viewer identify any abandoned wells in the subject area?
	If no, print a map of the subject area from the Abandoned Well Viewer and submit with the development permit application.
	Yes
	If yes, complete the remainder of the Abandoned Oil Well Confirmation Process.
2.	Using the AER Abandoned Well Viewer, identify the <u>Licensee Name</u> of the abandoned well. The Licensee must be contacted to confirm the exact well location of the well.
3.	Locate the Licensee contact information on the AER website at: http://www.aer.ca/data/codes/LicenseeAgent Codes.pdf
4.	Submit the Abandoned Oil Well Confirmation Form to the Licensee and request that they return

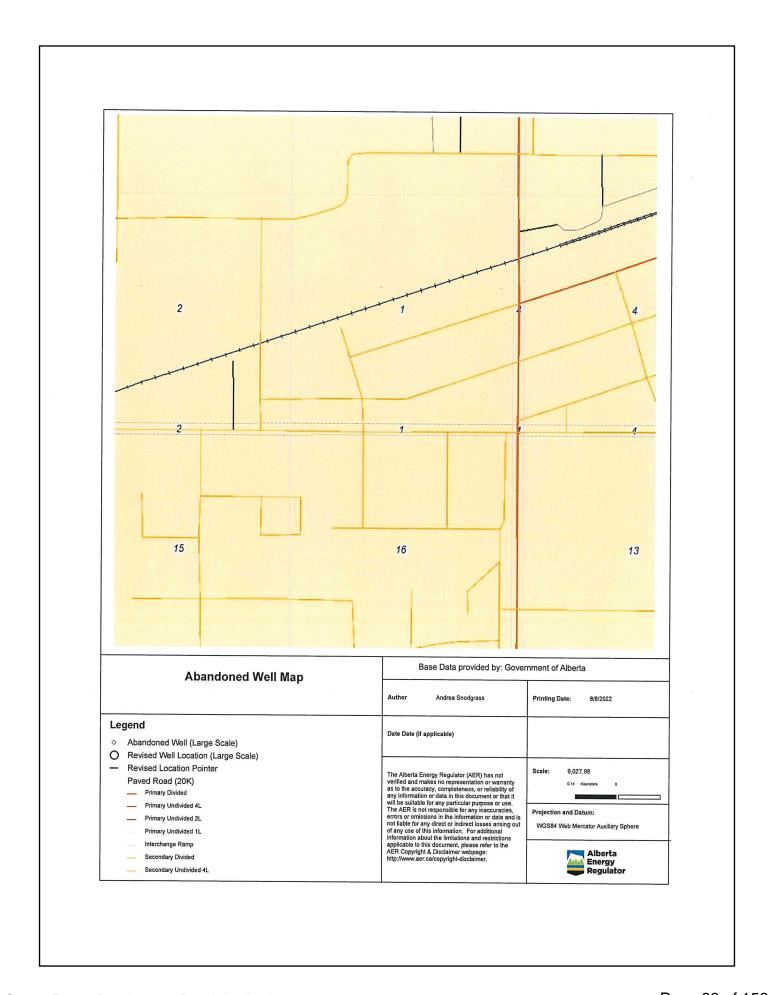
- Submit the Abandoned Oil Well Confirmation Form to the Licensee and request that they return
 the completed form, prior to submitting the completed development permit application.
- 5. Submit the completed **Abandoned Oil Well Confirmation Form** as a part the development permit application.

Note: The site plan of the proposed development must include the location and number of the abandoned oil well and identify necessary setbacks. If the development will result in construction activity within the setback area, a statement confirming that the abandoned wells will be temporarily marked with on-site identification during construction must be included with the development permit application.

Town of Grimshaw Development Permit Application

Page 5







Attachment 3.1 - Photos

8

Example of Proposed Steel (2m high) Fencing and Gate Entrance





Example Vegetation for Planting (Deciduous and Coniferous Trees)





Attachment 3.2 – Land Title Certificates

9



LAND TITLE CERTIFICATE

LINC

SHORT LEGAL

0011 098 035 8922114;13;15

TITLE NUMBER 902 022 255

LEGAL DESCRIPTION

PLAN 8922114

BLOCK 13

LOT 15

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 3.66 HECTARES (9.05 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;23;83;18;SE

MUNICIPALITY: TOWN OF GRIMSHAW

REFERENCE NUMBER: 902 019 521

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSTDERATION

902 022 255 22/01/1990 TRANSFER OF LAND \$72,000 \$72,000

OWNERS

ESTABROOK CONSTRUCTION LTD. OF P.O. BOX 258, GRIMSHAW

ALBERTA

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y)

PARTICULARS -----

5568PH 28/11/1967 CAVEAT

RE : EASEMENT

CAVEATOR - THE TOWN OF GRIMSHAW.

(DATA UPDATED BY: 922075470)

792 279 991 13/11/1979 UTILITY RIGHT OF WAY

GRANTEE - THE TOWN OF GRIMSHAW.

AS TO PORTION OR PLAN: 7922783

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

PAGE 2 # 902 022 255

NUMBER DATE (D/M/Y)

PARTICULARS

832 002 499 06/01/1983 UTILITY RIGHT OF WAY

GRANTEE - ALBERTA POWER LIMITED.

"PART"

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 5 DAY OF AUGUST, 2022 AT 08:55 A.M.

ORDER NUMBER: 45106528

CUSTOMER FILE NUMBER: 128014-jh

END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

SHORT LEGAL LINC

0010 329 621 7922782;15;6

0010 329 639 7922782;15;7

TITLE NUMBER 882 293 928

LEGAL DESCRIPTION

PLAN 7922782

BLOCK 15

LOTS 6 AND 7

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;23;83;18;SE

MUNICIPALITY: TOWN OF GRIMSHAW

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE

882 293 928 07/12/1988

\$172,500

OWNERS

ESTABROOK CONSTRUCTION LTD. OF P.O. BOX 258, GRIMSHAW

ALBERTA

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

5568PH 28/11/1967 CAVEAT

RE : EASEMENT

CAVEATOR - THE TOWN OF GRIMSHAW.

"PART DISCHARGED 822084964 ON 20 04 1982 AS TO LOT

(DATA UPDATED BY: 922075470)

792 279 990 13/11/1979 UTILITY RIGHT OF WAY

GRANTEE - THE TOWN OF GRIMSHAW.

AS TO PORTION OR PLAN: 7922783

(CONTINUED)

PAGE 2 # 882 293 928

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 5 DAY OF AUGUST, 2022 AT 08:55 A.M.

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LAND TITLE CERTIFICATE

LINC

SHORT LEGAL

0011 098 076 8922114;13;17

TITLE NUMBER 162 230 986

LEGAL DESCRIPTION

PLAN 8922114

BLOCK 13

LOT 17

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 1.4 HECTARES (3.46 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

ATS REFERENCE: 5;23;83;18;SE

MUNICIPALITY: TOWN OF GRIMSHAW

REFERENCE NUMBER: 082 107 606

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE

VALUE CONSIDERATION

162 230 986 23/08/2016 NOTIFICATION OF \$89,029

TAX FORFEITURE

MUNICIPAL ACQUISITION

OWNERS

THE TOWN OF GRIMSHAW.

OF BOX 377

5005 53 AVENUE

GRIMSHAW

ALBERTA TOH 1WO

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y)

PARTICULARS

2339NQ

27/02/1964 UTILITY RIGHT OF WAY

GRANTEE - ALBERTA POWER LIMITED.

AS TO PORTION OR PLAN: 5289KS

"DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY

#1055TG 2-8-72"

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

162 230 986

NUMBER

DATE (D/M/Y)

PARTICULARS

5568PH

28/11/1967 CAVEAT

RE : EASEMENT

CAVEATOR - THE TOWN OF GRIMSHAW.

"PART"

122 057 338 23/02/2012 CERTIFICATE OF LIS PENDENS

BY - NEVILLE REDDY

142 383 563 12/11/2014 WRIT

CREDITOR - HER MAJESTY THE QUEEN IN RIGHT OF

PRESIDENT OF TREASURY BOARD AND MINISTER OF

FINANCE

6 FLR, 9811 109 STREET

EDMONTON

ALBERTA T5K0C8

DEBTOR - CAL-ALTA MANAGEMENT LTD.

47 ELMONT DRIVE SW

CALGARY

ALBERTA T3H4X8

AMOUNT: \$83,378 AND COSTS IF ANY

ACTION NUMBER: 1403-15917

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 9 DAY OF AUGUST, 2022 AT 08:25 A.M.

ORDER NUMBER: 45128478

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

Attachment 3.3 – Property Purchase/Contract Agreements

10



ADDRESS \ #103, 536 LAURA AVE. RED DEER COUNTY, AB T4E 0A5 PHONE \ 403 346 4782 URL \ WWW.POLARCREEK.CA

August 5, 2022

Town of Grimshaw PO Box 377 5005 53 Avenue Grimshaw, AB TOH 1W0

Attention: Brian Allen, Chief Administrative Officer

Mr. Allen,

Polar Creek Industries Inc. or Nominee would like to make a formal offer to the Town of Grimshaw to purchase the land described as Lot 17; Block 13; Plan 8922114, civically known as 5613 - 54 Street.

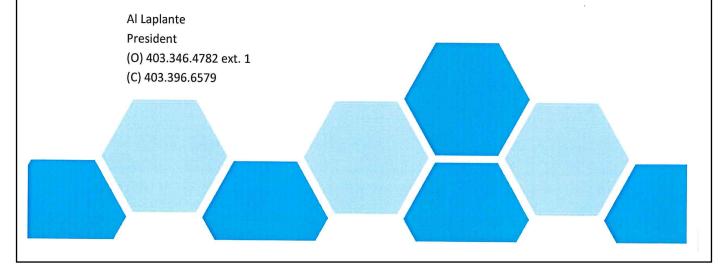
The offer would be for \$79,300 and would be an all-cash offer conditional of the Town of Grimshaw accepting our development permit for this property and the adjacent property, 5513 – 57 Avenue, known as the "Estabrook Lands".

The proposed use for 5613 - 54 Street is an inbound rail spur line only, and 5513 - 57 Avenue would be the processing yard and rail loading yard for the metals recycling division of our tenant, Secure Energy.

We anticipate having the development permit application submitted to the Town of Grimshaw, within the next $10\,\mathrm{days}$.

If you have any questions, please do not hesitate to call.

Regards,







Board of Trustees

Chair

Delainah Walker

Vice Chair Crystal Owens

Trustees

Marie Dyck Lacey Buchinski Moïse Dion Lori Leitch Robyn Robertson

Superintendent of Schools Adam Murray

Deputy Superintendent Jeff Thompson

Secretary-Treasurer Rhonda Freeman October 19, 2022

Mayor Wendy Wald Town of Grimshaw Box 377, Grimshaw AB. T0H 1W0

Dear Mayor Wald:

Re: Joint Meeting (hybrid) with the Peace River School Division (PRSD) Board of Trustees

The (PRSD) Board of Trustees of would like to invite you, your council and CAO to participate in our annual Joint Board Municipality meeting scheduled for February 1, 2023, at 7:00 p.m. To make these meetings more meaningful, we have changed the format somewhat.

PRSD's purpose is to provide services and enhance student learning. To support our students, we partner with municipalities and others, i.e., Town of Grimshaw and Holy Family Catholic Regional Division; we have joint use agreements with several municipalities as well as other partners to provide trades training. Even with those partnerships, there are concerns, for example, lack of adequate funds for mental health supports for our students.

We are feeling the effects of lower enrollment in our schools which is an indication of a declining population in the region. Our government funding is tied to students, and we have no way to increase it but our costs are not going down. Carbon tax is one of the items that has to be paid but takes money out of the division with no return.

Are there issues municipalities are facing that the school division can assist you with in some way? We believe forming partnerships and supporting each other will be beneficial for everyone, especially our students.

A Google link will follow to RSVP to the meeting. Additionally, please add one or two items of concern in your municipality that you would like to discuss.



Peace River School Division 4702 - 51 Street P.O. Box 380 Grimshaw, AB T0H 1W0 1 780.624.3601 F 780.332.1050

www.prsd.ab.ca

Learning Together - Success for All

By working together we may come up with creative ideas which will benefit all of us. Please complete and submit the form by January 16, 2023. If you have any questions please contact Executive Assistant Chris Warne by email: warnec@prsd.ab.ca or by phone: (780) 624-3650 x 10140.

Our board looks forward to meeting with our municipal and town councils to discuss how we can work together to create opportunities for youth in our communities.

Sincerely,



Delainah Walker Board Chair Peace River School Division

cc. CAO Allen

Learning Together - Success for All



REQUEST FOR DECISION

SUBJECT: CHAMBER OF COMMERCE CHRISTMAS PARTY AND AWARDS
SUBMISSION TO: COUNCIL
MEETING DATE: NOVEMBER 9, 2022
DEPARTMENT: ADMINISTRATION
RELEVANT LEGISLATION:
RECOMMENDED ACTION:
TICKETS ARE PURCHASED FOR ALL COUNCILLORS AVAILABLE TO ATTEND THE GRIMSHAW AND DISTRICT CHAMBER OF COMMERCE CHRISTMAS PARTY AND AWARDS GALA ON NOVEMBER 26, 2022.
BACKGROUND/PROPOSAL:
On November 26, 2022, the Grimshaw & District Chamber of Commerce is hosting a Christmas Party and

1

awards gala featuring, dinner, awards, a comedian, and dance at the Mile Zero Regional Multiplex. In past years council has sent members to the annual chamber of commerce awards event. The cost of tickets can be funded from council's travel and subsistence budget. Past practice has been for the town

to pay for councillor's tickets and the councillor is responsible to pay for their spouse/guest.

BENEFITS O	F THE RECOMMENDE	D ACTION:		
Mayor and (Council's attendance s	shows their support of t	he local Chamber of Co	ommerce.
DICADVANIT	ACES OF THE DECOMA			
None	AGES OF THE RECOM	IMENDED ACTION:		
None				
FINANCIAL I	MPACT:			
\$400 for a ta	able of 8			
\$400 for a to There is \$64		el and subsistence budge	et as of November 1, 2	022
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REQUEST FOR DECISION

SUBJECT: EMERGENCY RESPONSE SERVICES AGREEMENT – M.D. OF PEACE #135
SUBMISSION TO: COUNCIL
MEETING DATE: NOVEMBER 9, 2022
DEPARTMENT: ADMINISTRATION
RELEVANT LEGISLATION:
MGA Section 54(1)(a)
RECOMMENDED ACTION:
THE TOWN OF GRIMSHAW ENTER INTO AN EMERGENCY RESPONSE SERVICES AGREEMENT WITH THE M.D. OF PEACE #135 FOR A 5 YEAR TERM.
DAGKODO UND ADDOGO
BACKGROUND/PROPOSAL: On June 6, 2016, the Town of Grimshaw entered into an agreement with the M.D. of Peace #135 to provide firefighting services and first response to motor vehicle accidents in specific areas of the M.D. That agreement has expired, and the M.D. requires our fire department to continue providing these services. Rates have been updated and the M.D. council is proposing a new contract be signed for a 5-year term.
BENEFITS OF THE RECOMMENDED ACTION:
Enhanced Intermunicipal cooperation

DISADVANTAGES OF THE F	ECOMMENDED ACTION:	
None		
FINANCIAL IMPACT:		
Additional revenue based of	n services billed to the M.D.	
PUBLIC ENGAGEMENT:		
- OBLIC LINGAGEIVIEINT:		
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ATTACHMENT(S): MGA Section 54(1)(a)		hlights.
Council's decision posted o		hlights.
ATTACHMENT(S): MGA Section 54(1)(a)		hlights.
ATTACHMENT(S): MGA Section 54(1)(a)		hlights.
ATTACHMENT(S): MGA Section 54(1)(a) Emergency Response Service	es Agreement	hlights.
ATTACHMENT(S): MGA Section 54(1)(a)	es Agreement	hlights.

RSA 2000 Chapter M-26

 (g) establishing restrictions on the municipality providing money to the board.

RSA 2000 cM-26 s53;2015 c8 s7

Division 6 Miscellaneous Powers

Providing services in other areas

54(1) A municipality may provide outside its municipal boundaries any service or thing that it provides within its municipal boundaries

- in another municipality, but only with the agreement of the other municipality, and
- (b) in any other location within or adjoining Alberta, but only with the agreement of the authority whose jurisdiction includes the provision of the service or thing at that location.
- (2) Without limiting the generality of subsection (1)(b), a municipality may enter into an agreement respecting services with an Indian band or a Metis settlement.

RSA 2000 cM-26 s54;2016 c24 s9;2017 c13 s2(3)

Sharing taxes and grants

- 55(1) A municipality may enter into an agreement with
 - (a) another municipality, or
- (b) a collecting board as defined in section 176 of the Education Act,

to share grants paid under section 366 or taxes.

(2) The agreement must include a means to settle disputes arising from the agreement.

RSA 2000 cM-26 s55;2012 cE-0.3 s279;2016 c24 s10

Civic holidays

56(1) A council may declare up to 2 days in a year as civic holidays.

(2) The minimum length of a civic holiday is a half day.

1994 cM-26.1 s56

Census

57 A council may conduct a census.

1994 cM-26.1 s57

MEMORANDUM OF AGREEMENT

BETWEEN:

TOWN OF GRIMSHAW

Box 377

Grimshaw, AB TOH 1W0

(hereinafter referred to as the "Town")

OF THE FIRST PART

And

MUNICIPAL DISTRICT OF PEACE NO. 135

Box 34

Berwyn, AB TOH 0E0

(hereinafter referred to as the "MD")

OF THE SECOND PART

WHEREAS:

Pursuant to Section 54 of the *Municipal Government Act*, a municipality may provide any services that it provides within its community in another municipality with the agreement of the other municipality.

The Town operates a Fire Department and is prepared to provide firefighting services and first response to motor vehicle accidents to a portion of the MD.

The MD wishes to have the Town provide firefighting services and first response to motor vehicle accidents to a portion of the MD on the terms and conditions set out in this Agreement.

The Parties wish to enter an agreement setting out the terms for the provision of firefighting services and first response to motor vehicle accidents by the Town to the MD.

THE PARTIES to this agreement, in consideration of the agreements, mutual covenants and conditions herein contained, hereby covenant and agree as follows:

Emergency Response Services to be provided by the Town

- Subject to article 2, the Town agrees to provide firefighting services and first response
 to motor vehicle accidents ("Emergency Response Services") to specific areas of the MD as
 identified in Schedules "A" and "B" attached hereto and forming part of this Agreement
 (the "District") and more particularly agrees to:
 - Upon receiving a request from the 911 dispatcher or other designated individual, the Town will respond to the request for Emergency Response Services in the MD with the appropriate apparatus, equipment and personnel required to accomplish the specific Emergency Response Services requested;
 - b. Maintain all equipment for the Emergency Response Services at an operational level;
 - Be responsible for the recruitment, remuneration and ongoing training and management of all Town firefighting personnel;
 - d. Appoint a Fire Chief to be in charge of the Town of Grimshaw Fire Department (the "Department"); and

e. In the sole discretion of the Fire Chief, assign on a per incident basis firefighting equipment and firefighters to provide the Emergency Response Services.

Limits to Emergency Response Services

- Notwithstanding article 1 above, the Fire Chief may refuse to supply Emergency Response Services to the MD if, in the Fire Chief's opinion:
 - a. the appropriate personnel, apparatus or equipment are required in the Town;
 - b. sufficient resources cannot be mustered;
 - c. equipment becomes non-functional; or
 - a situation or reason arises that precludes the safe involvement of the Fire Department to make a response.

Without limiting the generality of the foregoing, the refusal by the Fire Chief to supply Emergency Response Services includes the discretion of the Fire Chief to, at any time, order the return of such apparatus, equipment or personnel that is responding to a request for Emergency Response Services or is at the scene in the MD.

Obligations of the MD

- The MD agrees to designate a person who shall be responsible for providing any required information to the Fire Chief with respect to the Emergency Response Services required.
- 4. The Town's Fire Chief shall have the authority to assume the role of Incident Commander.
- 5. The MD represents and warrants to the Town that all appropriate bylaws or resolutions have been made by the Council of the MD to authorize this Agreement.

Mutual Aid

6. If the Town's Fire Chief determines during the course of providing Emergency Response Services that there is a need for mutual aid assistance or the use of non-Department resources, the Fire Chief must obtain the approval of the MD's Chief Administrative Officer or a Councillor of the MD before making the request for mutual aid or non Department assistance.

Term

 This Agreement comes into effect upon signing by the parties and shall remain in force for a period of 5 years, unless terminated earlier in accordance with article 8.

Termination

8. This Agreement may be terminated by either party to the Agreement by giving written notice to the other party of the desired termination date. The notice period shall be a minimum of six (6) months.

Invoices and Payment

- The Town shall invoice
 - Alberta Transportation for all Emergency Response Services on numbered highways.

 the MD on a monthly basis for all other Emergency Response Services provided to the MD.

10. The Town shall:

- invoice each response separately using the compensation rates specified in Schedule
 "C" attached hereto and forming part of this Agreement;
- include a detailed breakdown of the costs being invoiced, the date, location and type of incident.
- All sales tax, social service tax, value added tax, goods and services tax or any other similar tax, charge, duty or rate, irrespective of the governmental authority that imposes it shall be paid by the MD at the time and in the manner required by the applicable legislation.
- 12. The MD shall pay the Town within sixty (60) days of receipt of invoices for Emergency Response Services.
- 13. Interest shall accrue on any amounts unpaid after the sixty (60) days at the rate of prime plus 2% (two) per annum compounded annually.

Insurance and Indemnity

- 14. During the term of this Agreement, the parties shall each at its respective cost and expense maintain in full force and effect General Liability insurance in an amount not less than five million dollars (\$5,000,000.00) per occurrence for personal injury and/or property damage and any other insurance that is mutually agreed to by the parties hereto and reasonably obtainable by both. Notwithstanding the foregoing, it is agreed that the policy limits contained in this article do not define or limit a party's liability to indemnify the other party under articles 16, 17 or 18 of this Agreement.
- 15. The MD shall indemnify and save harmless the Town, its councillors, officers, servants and employees, successors and permitted assigns and each of them from and against all damage, losses costs, damages, injury or expense of every nature or kind whatsoever resulting from or in any way attributable to the provision of Emergency Response Services under this Agreement, including but not limited to claims for:
 - injury or death to persons, including persons employed by the Town in the provision of Emergency Response Services under this Agreement; and
 - damage to or loss of property, including any apparatus or equipment used by the Town in the provision of Emergency Response Services under this Agreement

except where caused by the negligence of the Town.

Confidential and Personal Information

16. The Town agrees that any data or other information obtained by it in the course of providing the Emergency Response Services is confidential and is to be used only for the purpose of providing the Emergency Response Services.

17. The Town shall ensure that any such data or information is not disclosed or made known to any other person by the Town or anyone employed by or under its direction, except as required by law and for the purpose of providing the Emergency Response Services or as authorized by the MD.

Freedom of Information and Protection of Privacy

- 18. If the Town obtains personal information or health information in the course of providing Emergency Response Services, it shall collect, use or disclose that information only in accordance with the *Freedom of Information and Protection of Privacy Act* and any other similar or related legislation (the "Privacy Acts").
- 19. Notwithstanding the termination or expiry of this Agreement, the parties acknowledge that information and records compiled or created under this Agreement which are in the custody of either party are subject to the Freedom of Information and Protection of Privacy Act.
- 20. If the Town receives a request for any of the records held by the Town arising from the provision of the Emergency Response Services:
 - a. if the request is received from the MD, the Town shall forward the information and records to the MD within twenty (20) calendar days from the official request by the MD:
 - b. if the request is received from a third party, the Town shall notify the MD as soon as possible about the request and shall forward the information and records to the MD within twenty (20) calendar days from the date of the third party request.
- 21. The MD shall furnish to the Town such information in its possession reasonably required for the proper performance of the obligations of the Town, and shall, in every way provide such cooperation as is reasonable in order for the Town to be able to perform the Emergency Response Services.

Dispute Resolution

- 22. If, during the term of this Agreement, a dispute or disagreement arises between the parties that cannot be resolved by the Fire Chief and a person designated by the MD, the parties agree to participate in the following dispute resolution procedure:
 - a. upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each Municipality's Chief Administrative Officer (the "CAO"). The CAOs will meet as soon as reasonably practical with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties;
 - b. if the CAOs fail to resolve the dispute within thirty (30) days following the date of their first meeting, then they shall each prepare a written report to their respective councils. The council of the Town and the council of the MD each agree to appoint one or more members to work with the one or more members of the other municipality to resolve the dispute or disagreement.

- c. all reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position;
- d. if the designated council representatives cannot resolve the dispute within thirty (30) days of the councillors' first meeting, or within such other period of times as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with *The Arbitration Act* (Alberta), subject to article 23 herein.
- 23. The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.
- 24. Except where clearly prevented by a dispute or disagreement that arises under this Agreement, the parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with the dispute resolution provisions, unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement.

General

- 25. This Agreement may be amended by mutual consent of the parties hereto.
- 26. No party may assign this Agreement.
- 27. For the purpose of giving notice under this Agreement:

The address of the Town shall be:

Town of Grimshaw

Box 377, Grimshaw, AB TOH 1W0 Attention: Chief Administrative Officer

Email: cao@grimshaw.ca

The address of the MD shall be:

Municipal District of Peace No. 135

Box 34, Berwyn, AB TOH 0E0

Attention: Chief Administrative Officer

Email: cao@mdpeace.com

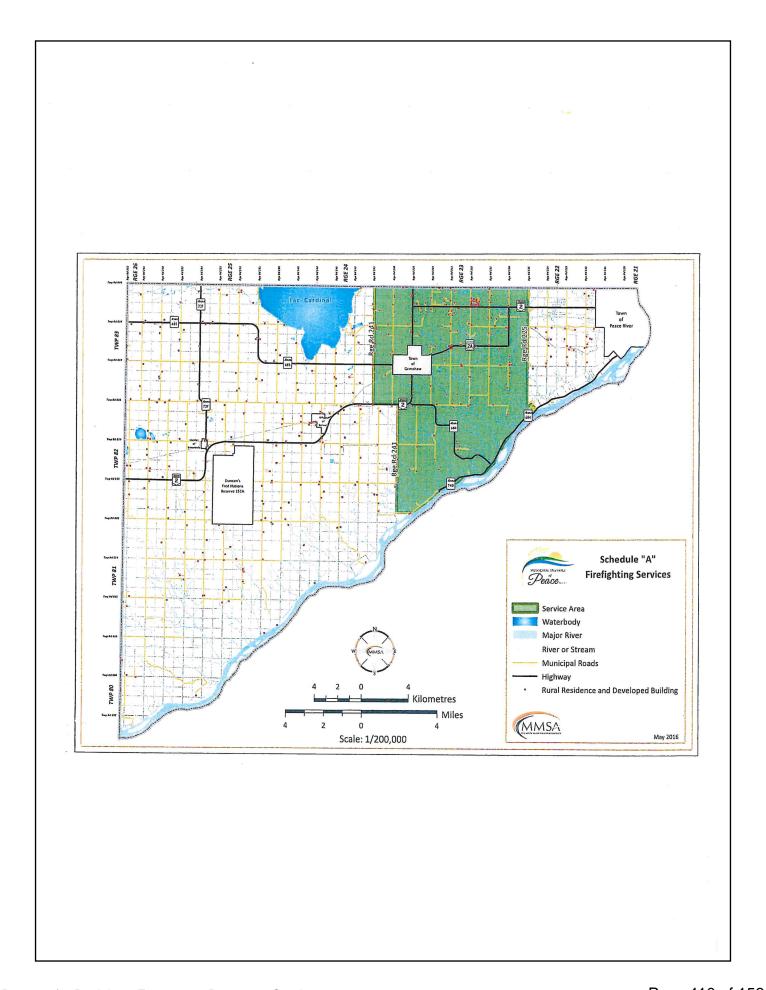
- 28. Any notice to be given under this Agreement shall be sent via email and is deemed transmitted on the day sent if sent on a business day or on the next business day if not sent on a business day.
- 29. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid

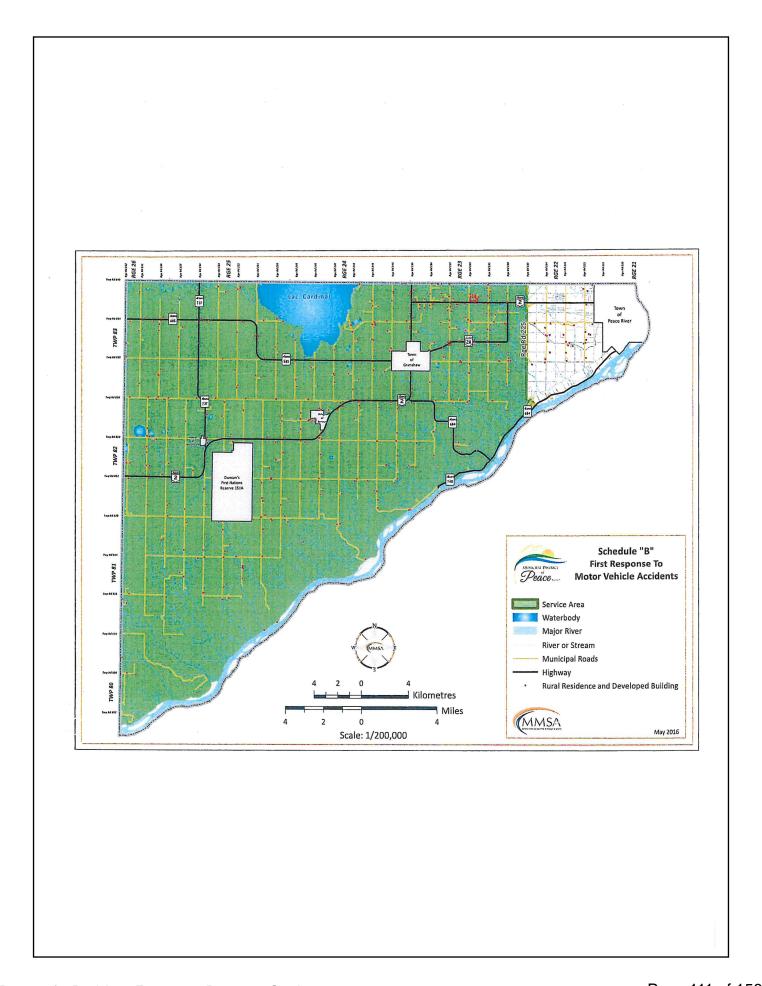
provision had never been included in this Agreement. 30. It is expressly agreed by the parties that the Town is acting as an independent contractor and this Agreement does not create the relationship of employer/employee as between the respective employees of the Town and the MD, or of principal and agent or of partnership or joint venture between the Town and the MD, or between the officers, employees or agents of the Town and the MD. 31. Articles 15 through and including 21 shall survive the termination or expiration of this Agreement. 32. This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Alberta. 33. This Agreement and the attached Schedules constitute the entire Agreement between the parties with regard to the provision of Emergency Response Services to be provided under this Agreement. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement. 34. In this Agreement the word "shall" is to be to be read and interpreted as mandatory and the word "may" is to be read and interpreted as permissive.

THIS AGREEMENT has been executed by trepresentatives on the day of	he Town and the MD by their duly authorized, 2022.
	Town of Grimshaw
	Per:
	Wendy Wald, Mayor
	Per:
	Brian Allen, CAO (Corporate Seal)
	Municipal District of Peace No. 135
	Per: Robert Willing, Reeve
	Per:

(Corporate Seal)

6 | Page





SCHEDULE "C" Compensation Rates

Compensation rates for each piece of equipment includes an apportionment of costs incurred to support the apparatus which includes facilities, training, insurance, firefighters and the capability of the unit. The Town shall charge the following rates:

1.	ULC Rate Pumping Apparatus	@ \$650 per hour
2.	Fire Department Tanker Truck	@ \$100 per hour
3.	½ Ton or Squad Vehicle for transport of firefighting personnel and equipment to/from fire scenes (this may include private vehicles in some instances at approval of command officer)	@ \$100 per hour
4.	Rapid Response Unit (MD owned)	@ \$100 per hour
5.	Rescue Vehicle	@ \$650 per hour
6.	Rescue Vehicle used only for Command Post/Mobile Cascade Air Supply System plus any supplies used	@ \$200 per hour

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REQUEST FOR DECISION

SUBJECT: REGIONAL WATER OPERATOR AGREEMENT

SUBMISSION TO: COUNCIL

MEETING DATE: NOVEMBER 9, 2022 DEPARTMENT: ADMINISTRATION

RELEVANT LEGISLATION:

MGA Section 54(1)(a)

RECOMMENDED ACTION:

THE TOWN OF GRIMSHAW ENTER INTO A REGIONAL WATER OPERATOR SERVICES AGREEMENT WITH THE M.D. OF PEACE #135 FOR A 3 YEAR TERM.

BACKGROUND/PROPOSAL:

On July 1, 2015, the town entered into a Regional Water Operator Services Agreement with the M.D. of Peace #135. That original agreement expired on December 31, 2018. At that time a 4-year agreement was drafted and signed than ran from January 2019 and expires this December 31, 2022. For 7.5 years the town has provided water operator services to the M.D. The Regional Water Operator maintains a great working relationship with the M.D. administration and public works. CAO's from both municipalities have reviewed the agreement including the new rates and are recommending that it is signed for a 3-year term.

BENEFITS OF THE RECOMM	MENDED ACTION:		
Enhanced Intermunicipal co	ooperation		
DISADVANTAGES OF THE R	RECOMMENDED ACTION:		
FINANCIAL IMPACT:			
Additional revenue based o	on hours billed to the M.D.		
PUBLIC ENGAGEMENT: Council's decision posted or	n social media as part of Counci	l meeting highlights.	
ATTACHMENT(S):			
MGA Section 54(1)(a) Regional Water Operator A	greement		

RSA 2000 Chapter M-26

 (g) establishing restrictions on the municipality providing money to the board.

RSA 2000 cM-26 s53;2015 c8 s7

Division 6 Miscellaneous Powers

Providing services in other areas

54(1) A municipality may provide outside its municipal boundaries any service or thing that it provides within its municipal boundaries

- in another municipality, but only with the agreement of the other municipality, and
- (b) in any other location within or adjoining Alberta, but only with the agreement of the authority whose jurisdiction includes the provision of the service or thing at that location.
- (2) Without limiting the generality of subsection (1)(b), a municipality may enter into an agreement respecting services with an Indian band or a Metis settlement.

RSA 2000 cM-26 s54;2016 c24 s9;2017 c13 s2(3)

Sharing taxes and grants

- 55(1) A municipality may enter into an agreement with
- (a) another municipality, or
- (b) a collecting board as defined in section 176 of the Education Act,

to share grants paid under section 366 or taxes.

(2) The agreement must include a means to settle disputes arising from the agreement.

RSA 2000 cM-26 s55;2012 cE-0.3 s279;2016 c24 s10

Civic holidays

- 56(1) A council may declare up to 2 days in a year as civic holidays.
- (2) The minimum length of a civic holiday is a half day.
 1994 cM-26.1 s56

Census

57 A council may conduct a census.

1994 cM-26.1 s57

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	THIS AGREEMENT MADE EFFECTIVE,	2022
BETWEEN:		
	MUNICIPAL DISTRICT OF PEACE NO. 135 (hereinafter referred to as "the MD")	
	- AND -	
	TOWN OF Grimshaw (hereinafter referred to as "the Town")	
	Regional Water Operator Services Agreement	
independent co	WHEREAS the MD wishes to engage the services of the Town as an ontractor to provide certain water/sewer systems services;	
respect to the t services to the	AND WHEREAS the MD and the Town have reached agreement with terms and conditions under which the Town will provide water/sewer MD	h
covenants and	NOW, THEREFORE, in consideration of the promises, mutual terms, conditions herein, the parties agree as follows:	
1.	DEFINITIONS	
	In this Agreement:	
replaced from	"Act" means the Alberta Municipal Government Act, as amended or time to time;	
	"CAO" means Chief Administrative Officer for the MD and the Town	ı;
Schedule 'B' h	"Services Fees" means the fees paid by the MD to the Town as set for tereto;	th in
operation of the	"Services" means the performance of those activities relating to the e MD water and sewer systems as specifically set forth in Schedule 'A	,
	"Term" means the period commencing, 2023	and

2. SCHEDULES

The parties hereby confirm and ratify matters contained and referred to in the Preamble to this Agreement and agree that the same and various schedules hereto are expressly incorporated into and form part of this Agreement.

The schedules to this Agreement are as follows:

Schedule "A" – Water/Sewer Systems Services Schedule "B" – Services Fees

3. RETAINER

The MD hereby retains the Town and the Town hereby accepts such retainer to perform and render services.

4. TERM OF AGREEMENT

This Agreement shall automatically expire at the end of the Term, subject to earlier termination as set forth herein.

5. TOWN OBLIGATIONS

The Town shall provide the services to the MD as set forth in this Agreement.

6. PERFORMANCE

One or more employees of the Town, selected by the Town's CAO, shall be responsible for managing and directing the provision of the Services by the Town or any of its employees, and for managing and directing the performance of any of the responsibilities of the MD employees, as the case may be. The selection of those Town employees by the Town's CAO shall be subject to the reasonable approval in writing of the CAO of the MD. The employees of the Town who have received the written approval of the CAO are hereby authorized to carry out the powers, duties and functions of the Regional Water Operator (RWO) which are contemplated by the definition of Services herein.

7. SERVICES FEE

The MD shall pay the Town the Service Fees on the terms and conditions set forth in Schedule "B".

8. REIMBURSEMENT OF EXPENSES

The Town shall be reimbursed within thirty (30) days following receipt of an invoice from the Town for specific expenses incurred by the Town in the discharge of its obligations hereunder, provided that, such expenses shall only be reimbursed when supported by proper receipts, invoices or vouchers submitted to the MD.

9. TAXES AND DEDUCTIONS

The Town shall be responsible for the payment of all income tax, Canada Pension, Employment Insurance and all other required payments, contributions or deductions in relation to its own employees that arise or may hereafter arise with respect to the performance of the Town's obligations under this Agreement.

10. RIGHT OF TOWN TO ACCEPT CONCURRENT RETAINERS
The Town may accept concurrent consulting/operating retainers from other parties during the Term.

11. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed to create the relationship of employer and employee between the MD and the Town or any Town employees. Further, except as otherwise expressly set forth in writing by the parties, the Town shall not be constituted as the agent, partner, servant, joint venture or legal representative of the MD for any purpose whatsoever.

12. OWNERSHIP AND CONTROL OF CONFIDENTIAL INFORMATION All information and data received and compiled by the Town while performing services pursuant to this Agreement shall be treated as confidential for the benefit of the MD and shall not be disclosed or made known to any other person except as authorized by the MD. All written reports, files, documents and studies prepared by or relating to the activities conducted by the Town pursuant to this Agreement are deemed the property of the MD and shall remain in the sole ownership and control of the MD.

13. INDEMNITY

The MD shall at all times indemnify and save harmless the Town and its successors and assigns from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever including, with limitation;

- (a) The costs of defending, counter-claiming or claiming over against third parties in relation to any action or matter including legal fees, costs and disbursements on a solicitor-and-his-own-client basis and at all court levels; and
- (b) Any cost, liability or damage arising out of a settlement of any action entered into by the Town on behalf of the MD,

which at any time or from time to time may be paid, incurred or asserted against the Town, as a direct or indirect result of the performance of the obligations of the Town pursuant to this Agreement.

The Town shall at all times indemnify and save harmless the MD and its successors and assigns from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever including, without limitation;

- (a) The costs of defending, counter-claiming or claiming over against third parties in relation to any action or matter including legal fees, costs and disbursements on a solicitor-and-his-own-client basis and at all court levels; and
- (b) Any cost, liability or damage arising out of a settlement of any action entered into by the MD on behalf of the Town,

which at any time or from time to time may be paid, incurred or asserted against the MD, as a direct or indirect result of the performance of the obligations of the MD pursuant to this Agreement.

14. TERMINATION

Subject to the Act, this Agreement may be terminated by either party at any time by providing the other party with ninety (90) days written notice of termination and the Town's right to consideration shall be limited to payment for those Services provided up to the effective date of termination and not previously paid for.

Under the following conditions the Town may terminate this Agreement immediately (as the Town employee holds the required licenses to operate the water and wastewater collection and distribution systems, it is only with the permission or direction of the Town employee that any unlicensed MD employees may operate or do any maintenance or repairs to the system.):

- 1. Should any unauthorized person work on the water system without direction or permission of the Town, the Town reserves the right to immediately withdraw from this Agreement.
- 2. Should MD employees not carry out direction regarding repairs and/or maintenance to either system in an appropriate amount of time, the Town reserves the right to immediately withdraw from this Agreement.

15. ARBITRATION

In the event of a dispute arising between the parties with respect to this Agreement whereby resolution between the parties cannot be achieved, such dispute shall be determined by arbitration in accordance with the following terms and conditions:

- (a) The party desiring to refer a dispute to arbitration shall notify the other party in writing of the details of the nature and extent of the dispute;
- (b) The parties shall jointly appoint one (1) arbitrator within seven (7) working days of receipt of such notice by the opposite party;
- (c) If the parties fail to faintly appoint the arbitrator, the appointment shall be referred to a Justice of the Court of Queen's Bench of Alberta to have the arbitrator appointed;

- (d) Within thirty (30) days of the appointment of the arbitrator, or such further period as may be agreed upon by the parties, the arbitrator shall resolve all matters and disputes which are the subject of the arbitration.
- (e) The decision of the arbitrator shall be binding upon the parties;
- (f) The cost of each arbitration shall be borne by the party against which the award is made by the arbitrator, unless the arbitrator decides otherwise;
- (g) The arbitrator shall not alter, amend or otherwise change the terms and conditions of this Agreement;
- (h) Except as modified herein, the provisions of the Arbitration Act shall apply to any arbitration conducted pursuant to this Agreement; and
- (i) Notwithstanding any provision contained herein to the contrary, if any dispute has not been determined by the arbitrator within sixty (60) days of receipt of the notice to arbitrate, either party at any time thereafter, but prior to a determination being made by the arbitrator shall have the right of recourse to the Court of Alberta having jurisdiction for the determination of the dispute and upon the commencement of any action for such purpose, the jurisdiction of the arbitrator with respect of such dispute shall cease.

16. NOTICE

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) Personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b) By telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answerback confirmation if received within the normal working hours of the business day; or
 (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) By mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours 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.

Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or three (3) days after the same has been mailed in a prepaid envelope by double registered mail to:

To the Town:

Town of Grimshaw

Box 377

Grimshaw, Alberta T0H 1W0

Phone: 780-332-4727 Fax: 780-332-1250

Attention: Chief Administrative Officer

To the MD

Municipal District of Peace No. 135

Box 34

Berwyn, Alberta T0H 0E0 Phone: 780-338-3845 Fax: 780-338-2222

Attention: Chief Administrative Officer

Or to such other address as each party may from time to time direct in writing.

17. GOVERNING LAW

This Agreement shall be construed and governed by the laws of the Province of Alberta.

18. SURVIVAL

The provisions of this Agreement, which by their context are meant to survive the expiry or termination of this Agreement shall so survive for the benefit of the party reliant upon the same.

19. CAPTIONS

The captions herein contained are for convenience only, and shall not limit the terms and conditions of this Agreement.

20. ASSIGNMENT

This Agreement, or any rights arising out of this Agreement shall not be assigned by either party without the other party's prior written consent, which consent may be arbitrarily withheld.

21. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all previous representation, understandings or agreements, oral or written, between the parties with respect to the subject hereof.

22. FURTHER ASSURANCES

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

23. AMENDMENTS MUST BE IN WRITING

The Agreement can be modified, amended or assigned only by written instrument duly executed by the parties.

24. SEVERANCE

All of the provisions of this Agreement shall be treated as separate and distinct and if any provision hereof is declared invalid, the other provisions shall nevertheless remain in full force and effect.

25. COUNTERPARTS

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of executions shall be deemed to bear date as of the date of this Agreement.

IN WITNESS WHEREOF, the MD and the Town have hereunto affixed their corporate seals duly attested to by the hands of their properly authorized officers in that behalf all on the day and year first above written.

Municipal District of Peace No. 135
Per:
Per:
Town of Grimshaw
Per:
Per:

REGIONAL WATER OPERATOR SERVICES AGREEMENT

SCHEDULE "A"

SERVICES AND CONDITIONS

- 1. Provide all water/sewer systems operations according to Department of Environment Approval and/or Code of Practice.
- 2. Management of water distribution and wastewater collection systems as required. These systems include, but are not limited to, the facilities in the Hamlet of Brownvale, the Griffin Creek Truck Fill Station, the McInnis Reservoir and Truck Fill Station, and the McKenzie Truck Fill Station.
- 3. As the Regional Water Operator (RWO) holds the required licenses to operate the water and wastewater collection and distribution systems, it is only with the permission or direction of the RWO that any unlicensed MD employees may operate or do any maintenance or repairs to the system (e.g.: replacing curb cock rod and box). Communication between the MD employees and the RWO is imperative prior to work being done to ensure that all compliances are being met. The Town must be made aware of the work that needs to be done and when the work will commence.
- 4. Should any unauthorized person work on the water system without direction or permission of the RWO, the Town reserves the right to immediately withdraw from this Agreement.
- 5. Should MD employees not carry out direction regarding repairs and/or maintenance to either system in an appropriate amount of time, the Town reserves the right to immediately withdraw from this Agreement.
- 6. Any disruptions in the water and wastewater systems must be immediately reported to the RWO. (e.g. Water breaks, sewer backups, etc.) prior to any work being done.
- 7. Other Town employees may assist the RWO as required.

REGIONAL WATER OPERATOR SERVICES AGREEMENT

SCHEDULE "B"

SERVICES FEES

In consideration of the proper performance of the Services identified in Schedule "A" by the Town pursuant to this Agreement, the MD shall pay the Town as follows:

- 1. Regional Water Operator
- (a) Up to 1.5 hours per day at \$100.00 per hour, 5 days per week for the compensation and benefits of the staff person to act as the MD of Peace No. 135 licensed Water/Sewer System Operator. Any work required afterhours or on weekends, would require the overtime rate of time and a half to be charged. All time worked on a general (stat) holiday shall be paid in compliance with Alberta Employment Standards.
- (b) Such additional fees relating to increases to compensation and benefits to be adjusted yearly.
- 2. Equipment
 - (a) Town pickup: \$25.00/day
 - (b) Town Hydro-Vac Truck with operator: \$170.00 per hour Summer Rate \$230.00 per hour Winter Rate
 - (c) All other equipment as per the Town's Public Works Equipment Price List
 - (d) Any upgrading or training required for the RWO to maintain the appropriate level of licensing mandated by Alberta Environment shall be cost shared by the Town of Grimshaw 1/3, the MD 1/3 and the Village of Berwyn 1/3.
- 3. The Town shall invoice the MD on a monthly basis for the total amount due and owing from the MD to the Town for the services provided and the MD shall pay the amount set out within 30 days of receipt of the invoices as consideration for the Town's services under the Agreement.



North Peace Housing Foundation

6780 – 103 Ave., Peace River, AB, T8S 0B6 Tel: (780) 624-2055 Fax: (780) 624-2065 Email: tammy.menssa@nphf.ca

North Peace Housing Foundation Board Meeting Synopsis – October 5, 2022

1. Executive Director

COVID-19 Update

Heritage Tower Lodge remains in outbreak; the Foundation continues to take direction from the Medical Officer of Health and follows all outbreak and infection prevention protocols as directed by AHS.

Nominal Sum Properties

We continue to advertise the 3 remaining properties for sale.

Cadotte Lake Trailer Disposition

No update at this time.

West View Condominium Project

The Foundation has received 33 responses to the West View development survey. Administration will be reviewing the responses, analyzing the results, and determining next steps in the upcoming weeks.

Del Air Lodge Redevelopment

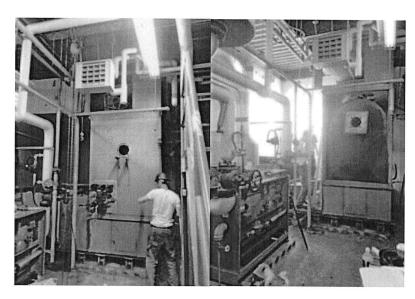
- Wood framing and concrete formwork continues.
- The work on the basement is on hold until the level of soil contamination is determined, and a reclamation plan is in place, resulting in further delays.
- Our regularly scheduled meeting on September 30 has been cancelled in recognition of National Truth and Reconciliation Day.

General

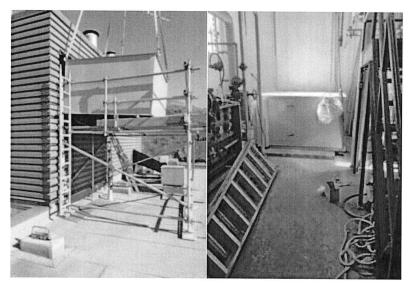
Heritage Tower HVAC System Replacement

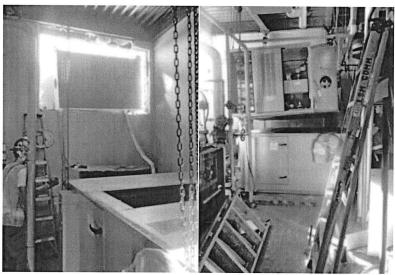
- Crews arrived on site on Monday, September 26, and started disconnecting the existing system and
 preparing for the removal of the old equipment. This included assembling scaffolding on the southeast
 side of the building and opening up the air return to gain access into the 7th floor mechanical room.
- Concrete work for the placement of the new air conditioning units started on the southside of the building on the 26th as well.
- The crane arrived on site on Wednesday, September 28.
 - o All residents on the 6th floor of the facility were evacuated as a precautionary measure.
 - o The old equipment that had been disassembled previously was lowered down in a basket.

 The new equipment was lifted over the building in pieces and lowered onto the scaffolding located on the roof on the southeast side of the building. The new makeup air unit was then moved (rolled) into the 7th floor mechanical room and assembled.









Human Resources

The Foundation continues to post the Human Resources Manager position, as a suitable candidate has not been found.

We have posted for 2 Administrative Assistant positions: one for the Peace River Senior Portfolio, working out of the Heritage Tower Lodge, and one for the Fairview Senior and Social Housing Portfolio, working out of the Harvest Lodge. There has been an overwhelming response to the ads and interviews are being scheduled over the upcoming weeks.

Board Actions and Decisions The Board directed Administration to proceed with the installation of the irrigation system at Garden Court. The Board directed that a letter regarding environmental issues at the Del-Air Lodge be written and sent to the ministry. The Board directed that the Acceptable Use of Technology Policy, the Capital Asset Valuation Policy, the Non-Sufficient Funds Policy and the Security of Cash and Cheques policies be accepted. The Board completed the CAO Performance Review. Tammy Menssa **Executive Director**



Office of the Minister MLA, Calgary-Shaw

October 28, 2022

Dear Chief Elected Officials and Public Library Boards:

I am honoured to serve as the new Minister of Municipal Affairs. I believe in the importance of local government to our province and its people, and I am excited to work with you to ensure Alberta's economic prosperity and strengthen the long-term viability of municipalities across the province.

As Minister of Municipal Affairs, I am committed to municipal capacity building, transparency, and accountability, which are essential elements for responsible local government. My ministry will continue to support municipalities, as you play a significant role in fostering the local economic conditions that improve Alberta's vibrant communities. Municipal Affairs will also continue to manage and provide financial support for the network of municipal library boards and regional library system boards that offer vital public library services for Albertans.

Through collaboration, we can reduce red tape and barriers by reviewing legislation and making certain Albertans are protected with appropriate safety codes, standards, and supports for the construction and maintenance of buildings and equipment.

I look forward to working together to strengthen municipalities in Alberta and to work with you on areas of shared interest.

Sincerely,

Rebecca Schulz

Minister of Municipal Affairs

320 Legislature Building, 10800 - 97 Avenue, Edmonton, Alberta T5K 2B6 Canada Telephone 780-427-3744 Fax 780-422-9550

Classification: Protected A



October 19, 2022

The Honorable Tyler Shandro
Minister of Justice and Solicitor General, Deputy House Leader
Office of the Minister
204 Legislature Building
10800 - 97 Avenue
Edmonton, AB T5K 2B6
ministryofjustice@gov.ab.ca

RE: Victim Services Redesign

Dear Minister Shandro,

The Town of Fox Creek has recently become aware of the proposed Victim Services Redesign and is greatly concerned about the negative impacts it would have on our community. Losing the incredibly valuable service the Victim Services Unit provides our residents to a centralized area, would prove to be detrimental.

We realize efforts and resources were put into the MLA review; however, we strongly believe conversations and discussions should have been held with municipalities and Victim Services Units while putting this plan together. Municipal consultation should have been considered an integral component of a redesign.

Potential negative effects could leave our community and its people without the much-needed resources and support the Victim Services Unit provides. In rural Alberta, Victim Services Staff are as critical as First Responders and their ground zero efforts are invaluable. The proposed areas in the redesign are incredibly large, we are very concerned about where our services would be provided from, and the amount of time victims would have to wait to receive such valuable services. We have been made aware that it is being proposed to replace 17 police-based Victim Services Units in Western Alberta with one board that will more than likely be based in an Urban Center. Once again, Rural Albertans will be the one's to suffer from the decisions made by the Government. Rural Alberta has different needs than urban centers, one's that often do not go hand in hand with the needs of our urban neighbours. We firmly believe that these needs should be addressed in the proposed redesign.

We have also been informed that in the proposal is the loss of support for non-criminal trauma. Victim Services Units work closely and collaboratively with local RCMP to handle any trauma that requires support. Not all trauma involves a criminal nature, and often these traumas are felt throughout a close-knit community. We are a small community, one where people know each other, look out for each other, and support each other. I am sure you can imagine how a tragedy can very quickly touch the lives of many in Rural Alberta. In a community that has lost many of its previously supported programs, having the support of the Victim Services Unit is more valuable now than ever and once again, the loss of this support or change of how the support is being offered will have huge negative impacts.

102 Kaybob Drive, PO Box 149, Fox Creek, AB TOH 1P0 (P) 780-622-3896 (E) info@foxcreek.ca

Our Victim Services Unit is a non-profit unit serving victims of trauma by offering information and referrals to agencies or programs and helping with court preparation. Our advocates are volunteers having experience in dealing with trauma, shock and unexpected loss, who, in the middle of the night, get up to deal with people at the worst time in their lives who need support immediately. The people offering these supports are local. They are part of the fabric that makes up the Community that we love and the ones that support us in times of need. Centralizing these services means we lose the people who know the ins and outs of how Rural Alberta Works, the people who spend time caring about their neighbours, and dedicate countless hours to keeping them safe, checking in on them and being the olive branch they need.

Our Victim Services Unit has not received any funding increases since 2008 yet have still managed to fully service and support victims of crime. Additional fundraising is done throughout the year to support victims of non-criminal trauma to fill the void in our communities and now this would end under the proposed redesign.

The Town of Fox Creek agrees with Woodlands County's suggestion of looking at a Crown model (Alberta Crown prosecution office zones). This would increase the areas of service, but not as drastically as the current proposal and we believe these smaller areas could be managed more effectively allowing rural communities' voices to be heard and considered.

We sincerely hope that the province delays moving forward with the current redesign proposal and stops to consult with the municipalities and current Victim Services Units. This is an opportunity to build and create a better plan that will benefit all Albertans and Victim Services Units throughout the Province.

Sincerely,

Śheila Gilmour

Mayor

sheila@foxcreek.ca

CC:

The Honourable Danielle Smith, Premier of Alberta Arnold Viersen, MP, Peace River – Westlock Todd Loewen, MLA, Central Peace – Notley

Alberta Municipalities Members

Tina Prodaniuk, Program Manager - Eagle Tower Victim Services

102 Kaybob Drive, PO Box 149, Fox Creek, AB TOH 1P0 (P) 780-622-3896 (E) info@foxcreek.ca



Office of the Mayor

Box 377 • 4612 50th Street • Grimshaw, AB • T0H 1W0 Telephone: (780) 332-4626 Fax: (780) 332-1250 Website: www.grimshaw.ca

October 31, 2022

Honorable MLA Rebecca Schulz Minister Of Municipal Affairs Alberta Municipal Affairs 3020 Legislature Building 10800 – 97 Avenue Edmonton, AB T5K 2B6

Re: Minister of Municipal Affairs

Dear MLA Rebecca Schulz,

The Town of Grimshaw would like to congratulate you on your appointment as the Honorable Minister of Municipal Affairs.

We look forward to working with you to maintain a strong relationship between your department and the local governments that Keep Alberta's municipalities viable.

Your Truly,

Wendy Wald, Mayor



Office of the Mayor
Box 377 • 4612 50th Street • Grimshaw, AB • T0H 1W0 Telephone: (780) 332-4626 Fax: (780) 332-1250 Website: www.grimshaw.ca

October 31, 2022

Honourable Danielle Smith Premier of Alberta 3020 Legislature Building 10800 - 97 Avenue Edmonton, AB T5K 2B6

RE: Premier of Alberta

Dear Premier Danielle Smith,

The Town of Grimshaw would like to congratulate you on winning the United Conservative Party leadership and your commitment to the democratic process.

Congratulations on becoming Alberta's Premier and we hope you continue to fight for Albertans as we head into 2023.

Yours Truly,

Wendy Wald, Mayor



November 2, 2022

Town of Grimshaw Attn: Brian Allen Box 377 Grimshaw AB TOH 1WO

Re: Distribution Revenue Forecast for 2023 Franchise Fee - UPDATED

Dear Brian Allen,

On September 1, 2022, we provided you with the 2023 distribution revenue forecast. Since September 1, ATCO has filed a compliance filing for its 2023 Cost of Service application to the Alberta Utilities Commission. This has resulted in our estimated distribution revenue being slightly less than previously indicated. Due to this change, we are providing you with an updated forecast.

Current Fee Percentage	Distribution Revenue Previous calendar year	Estimated 2022 Distribution Revenue	Estimated 2023 Distribution Revenue	UPDATED Estimated 2023 Distribution Revenue
6% of distribution revenue	\$2,363,053	\$2,851,083 Estimated on first 6 months of data	\$2,751,295 Amortized (inflation index)	\$2,654,358 Amortized (inflation index)

To estimate the franchise fee amount, multiply the Estimated Distribution Revenue by the fee percentage. When calculating your revenue requirements please remember that this fee is paid in addition to the linear taxes on the distribution system.

Estimated revenues are calculated based on best available information and are subject to change due to AUC final approved tariffs, Alberta Electric System Operator (AESO) flow-thru charges or changes in load growth.

We are available to discuss this with you in more detail if required. If you have any questions or comments, please call me at 780-219-6658.

Yours truly

Carol Broadribb

Customer Sales Representative

ATCO Electric 780-219-6558

Carol.Broadribb@atco.com

ATCO Ltd. & Canadian Utilities Limited | ATCO.com | 5302 Forand St SW Calgary AB Canada T3E 884

November 3, 2022

From: Marvin Dueck

To: Mr. Brian Allan, Mayor Wendy Wald, and Town Councillors

(Please include this letter in this week's Councillor Packets).

RE: Development Application from Secure for a Metal Recycling Facility

First of all, thank you for notifying us of this Application of a proposed development. The appropriate thing would have been for the whole town to be notified by you right from the beginning (I'll show you why in a minute), which could have easily been done through a note with the water bills.

Sadly, many Residents in town are still unaware and/or uninformed about this proposed development, and as such, are being treated like second class citizens by you. This issue is a very big issue for the Residents to be sure and all should have been included! That action of yours is not going to bode well for your relationships with many residents moving forward.

The natural question is - why was it kept secretive from so many residents who you represent? When secrets are kept, generally the one keeping them feels guilty about something they have done or are doing - in this case, both? A good question to ask is, "What part of this process are you personally feeling guilty about"?

In the CAO's letter, dated Oct. 7th, 2022, it says, "In the case of this development and its potential to be controversial..". It's important to realize that when something is 'controversial' (your word), it's indicating that something is not only 'not liked' but also that it is 'not good' for the residents. You've admitted that. Now I'm calling for you as a Council to take ownership of that by voting against this development. Otherwise you are implying that you want something that's 'not good' for the residents. Is that who you are as the CAO and leaders in this community?

I recently came across a list of rules for good leadership from a reputable university. Rule #1, it says, is to "Admit Your Mistakes'. That's a great rule to practice when one wants to build or maintain respect from those around you, as you should want to do as Town Representatives. We all make mistakes; none of us is perfect, but if we can admit them and grow from them, at least they will serve a beneficial purpose together with the harm they cause. You've made some glaring mistakes and I'm calling you to be big enough to admit them.

One of the mistakes you've made is not including the whole town from day one. As a result, the decisions you've already made and how you are handling it, you Brian, and you, the Council, are completely responsible for the division that is occurring and continuing to increase in our community. You need to take ownership and responsibility for that.

In case you still haven't realized it - THIS ISSUE IS A BIG ISSUE for the Residents of Grimshaw.

Thank you Christina, for having the wisdom and the courage at the Oct. 12th Council meeting, for suggesting that Council should put the brakes on and give further consideration to an issue that will be so impactful on the residents of Grimshaw.

Thanks Brian for explaining at that same council meeting, the option to extend the decision making process, and thanks to Council for making it a condition that Secure would need to meet with the public during those 30 days.

Of course that meeting could have been advertised a lot more thoroughly than it was. The **whole** town deserved to be informed and included in this issue - again you are responsible for that error. In fact, it is <u>your duty as councillors</u> to properly represent your **whole** municipality as it says in the **MGA** (2000), **Division 3**, "**Duties**.. of **Councillors**", **General duties of Councillors**, #153 (a) "to consider the welfare and interests of the municipality as a whole..". You've neglected to carry out your **duty** as Councillors in the way you have handled this important community issue.

Now, if you've ever been to a church, you may have heard the terms "sins of Omission" (things you neglected to do but should have done), and "sins of Comission" (things you should not have done but you did do them). Not notifying and including the WHOLE town in the process from day one was your sin of Omission according to the MGA bible (what I just quoted above).

I've noticed that both you, Brian and the Council like to frequently use the word 'Process' (especially when you can use it to your advantage - well what I've noted above is a point of 'Process' **you guys neglected** to follow. And now that is on record.

Now for your sin of Commission (now if you can honestly say when you search your heart that this does not apply to you, then this is not meant for you).

Both from the Oct. 12th meeting and in Tuesday's Nov. 1st meeting, many residents expressed the same sentiments as they came away from each meeting and now let me share those sentiments with you. **You need to know how you impact people you are supposed to be humbly serving.** Your ability to vote on issues is not a privileged authority. It is a humble responsibility, which means, in addition to voting, you must also take 100% responsibility for ALL the consequences, all the fallout of your decisions. So you need to hear these things.

Before the Oct. 12th Council meeting, you received at least 15 written responses regarding this Application. Several of you during the meeting acknowledged that you read the resident's comments. Wendy, you even said that you read them 3 or 4 times (I wonder what was going on internally that drew you back to reading them that many times? I know when I do something like that it is my conscience speaking to me). Then you, as Councillors, followed those acknowledgments with comments such as:

- "I hear you are concerned about noise but there is already noise in the industrial area so it's nothing new". Just consider for a moment the difference between a toddler crying occasionally compared to a toddler crying for 2 or 4 hours straight is there any difference about those noises, the effects they will have on individuals around them, and what it will take to cope with it? To have this equipment operating in our backyard and across the street for 12 hrs/day 5 1/2 days a week (oh ya Al Laplante informed me on Tuesday that we can expect them to work Sat. mornings if they need to which of course is not what you are telling us who's lying to us?) That noise will be like the toddler who cries for 2-4 hours a day, every day. Is there any difference? If you were constantly within earshot of it, would it negatively effect you? = a serious concern.
- When another Councillor acknowledged the Resident's letters and concerns, and then suggested it would be good to hear from them/us which is a totally legitimate point of process to follow (as long as the Councillors initiate the questions), the Mayor was unusually quick to cut off that possibility by saying "We've got their letters, I'm sure we've heard all that we need to hear from them." (now maybe, just maybe the mayor didn't want to be reminded of her conscience yet once again and that is why she defensively shut down, what would have been, appropriate process for a council meeting).
- Then, when a Councillor acknowledged the residents letters and concerns and thanked us for them, and then, after only taking two or three breaths proceeded to suggest a motion of approval of this application should be

made, there appeared to be a glaring incongruence between those two back to back statements.

After we left that meeting, several residents made the same comment that although they heard your acknowledgements, they felt like they were kicked to the curb by your follow-up comments. In other words, de-valued, disrespected, and used as another dog in your "due-process agenda".

And from the time of the Oct. 12th meeting right through to Tuesday's meeting, there's been a lot of "passing the buck". You as a council made it clear that you wanted to take no responsibility for or during the Secure meeting. And when you as the CAO or Council Member were asked questions that you couldn't answer (honestly without catching yourself in a trap) you squirm as you say "that's a question for Secure". Where in the MGA does it say that you only represent the whole municipality at certain times? It doesn't. To fulfill your role means to **find the best solutions** (not just to get through a 'process') - and that you assist all the residents to find those solutions with you. Quit running and hiding - <u>you're not fooling any of us</u> and **self-deception is a cruel taskmaster** that only plagues you with recurring condemning thoughts together with guilt and shame - not an enjoyable way to live life.

On Tuesday, Al Laplante was also playing your little game of 'passing the buck' whenever he was asked a direct question and the real answer would have divulged some 'secret information' and so he would say, "that's a question for the Town". Well if the Town and Secure haven't talked about those straight forward issues I've asked you both about, (which I'm sure your have and you are just passing the buck) that would mean you haven't done your due diligence. But if you have talked about them, that would mean you are flat out lying. Which is it? I'm calling you out on this - you can do better - and the only way Grimshaw can get better is if YOU do better than that.

For example, some of you Councillors, if not all of you, have supported Secure's story that Travita made all the mess in the yards Secure is now in (here & Red Deer, etc.), not Secure, and when I challenged AI on that he wouldn't answer, all he could do was glare at me because he got caught in his own trap. Some of you were singing the same song and buying into that foolishness that Secure is an angel and Travita the devil. Well, as you know Colleen, because Louise sent you the article, Secure did not 'take over' from Travita - they 'merged' with Travita - big difference. In the interview of the merge in Red Deer Secure's top dog said how proud and happy he was to be joining forces with Travita because they are so complimentary. Did you guys do your due-diligence and find important information like that out? Or are you swallowing all of AI's lies and

sketchy promises? We've been doing a lot of work for you on this issue that you should be doing Brian - as an employee of us, your residents, and Council as humble servants and representatives for the best of the WHOLE group of residents - making decisions that do No HARM to residents and benefit the majority.

I hope you will be wise enough to at least recognize this gift of truth we are uncovering for you - and not be led around by false promises. It's only you who will look foolish in the end if you do that. I'm calling you to do better than that.

The other thing you need to understand is that it's pretty obvious when you are two-faced - pretending to be genuinely concerned about people who hold one view, and then turning around a minute later and saying to someone who holds the opposite view, "you've got my support". Again, if this doesn't fit you it's not meant for you but I know it fits more than one of you from your comments and actions people heard and saw on Tuesday night.

And the problem is not that you got caught - face up - the problem is **you** - for doing it - own responsibility for that and be better than that. I know that's your best attempt at 'Political game-playing' (sadly some of you who have been around the Town office for quite a long time are getting pretty "good" at it (good at deceiving others - of course there's nothing good about being devious and divisive - it will only cause other's harm and you sleepless nights) — shame on you for doing that - you can be better than that).

THIS ISSUE IS NOT A GAME FOR THE RESIDENTS WHO WILL BE MOST DIRECTLY AFFECTED!!!

Now, let me be clear - I'm not saying these things to embarrass anyone - your own actions are what embarrass you - I'm just feeding back to you what you did and said. We all sin, we all make mistakes. Not long ago, I wrongly accused a staff member in the CIBC of something, in the company of her co-workers. But when I realized my error, I went back and publicly apologized in the presence of her co-workers. And a few years ago, I was rude and insensitive and unfair with Jim Lovas after he had done some work for me, but when I came to my senses, I went to him, apologized to him and his wife, and compensated him for my error. We all make mistakes. The important thing is - do you - do I - want to be better than that? I hope so.

SO YOU NEED TO HEAR WHAT I'M SAYING - for your benefit as a person, and so that you can do a good job in the important role you are in. With the little sleepy issues that you will deal with most of the time, your weaknesses won't

show up as much, but when you get into a bigger issue like this one is, your weaknesses will show up loud and clear. The only way you will be able to fulfill your role effectively is by being completely honest with others - but that starts with being honest with yourselves.

Any of you who know me, know that some of my top priorities for life are **Integrity** - knowing and doing what is right (in all situations); **Honesty** about the complete Truth - all the time; and **Compassionate** - genuinely caring about others and how they are impacted by life experiences. Do I fail? Yes. But I'm man enough to correct my shortcomings as soon as possible.

I challenge you to make these same qualities of character your own. I challenge you all to MAN UP and WOMAN UP. Represent all the Residents properly, the way you are supposed to. Put value on what they say & genuinely care about what others would have to go through if you were to approve this application. If you approve this application, you WILL DO HARM, there's no question about that - AND YOU SHOULDN'T DO HARM, OR YOU ARE FAILING YOUR MANDATE to properly represent your WHOLE community.

And <u>quit passing the buck</u>. Make it your mission as individuals and as a council as a whole to find the best solution for the whole municipality - not for yourself, not your buddies, not just for a couple of businesses, not for your family or friends, but a decision that does NO HARM to **any** residents, and accept opportunities that benefit the majority. **If you can't find that harmony in your decision, you don't have the right solution.**

See there's no point talking to you about the issues if there's no **genuine care** on your part - and the way you acted to those who have offered you their time and thoughts as gifts of help have not yet shown much genuine and sincere care. Rule #2 of good leadership - be a good listener with your head and your heart. Don't shut off your heart - what you can hear with your heart is soooooo valuable (not talking feelings or emotions here - listening with your heart is listening compassionately, empathetically, placing genuine respect & value on those you are listening to).

I find there are 2 or 3 things that get in the way of being good leaders (including good town councillors):

 Honouring Political Correctness above finding real solutions - that's for lazy people who like status and titles more than genuinely helping people. This includes all kinds of foolish and pointless language, but one example is always being controlled by 'process' rather than using 'process' as a tool to find a real solution. Let me give you an example. When I was on town council, the bylaw officer saw a fence that was 4' high from the street to the front of the house, so she served notice to the homeowner and wrote it up as an issue for Council to deal with. Now of course the bylaw says it's only supposed to be 3' high. And, according to the bylaw, the process is to be that no councillor is supposed to actually go look at the situation - only deal with the facts that are presented by the bylaw officer and the homeowner. Now that's the most ignorant step of process anyone could come up with. With Grimshaw being a small town, one day I was coming from a family member's and going right past this house with the "high fence". I stopped and took a guick look. It was a new fence and a beautiful fence and an expensive fence. The fence and the yard was one of the nicest in the area as they had just done a lot of work. And the fence came in pre-determined lengths of 4' and 6' (and they switched to 6' at the beginning of the house). It was beautiful. So what was the rationale for the bylaw to only have a 3' fence from the front of the street to the front of the house? See if you only follow process, you basically become brain-dead and stop asking some real reasonable questions. Then you think you've done due-diligence when you've hardly done anything at all, and definitely not all you should do to get the best solution. Well, it was a safety measure - 3 ' was deemed low enough that the neighbour could back out of their driveway and see over a 3' fence. The neighbour wasn't complaining. The bylaw officer thought she was doing her job. But what no one failed to see (the bylaw officer and the rest of Council because they were slaves to 'process') was that the homeowner's property by the neighbours driveway was 12"-15" lower than their neighbors driveway, which in effect placed it where a 3' fence would have normally been had the lots been level - which they weren't. All it took was a simple question to the neighbor - can you see adequately to back out of your driveway safely with that (4') fence in place? The answer was "Oh yes - no problem at all". "So you're okay with the fence?" "Totally okay", the neighbor said. And the **best** solution was achieved.

We need the **best** solution to this Application - one that includes NO HARM DONE TO ANY RESIDENT.

Be careful not to get wrapped up in all the pitfalls of Political Correctness which often requires, at some point, that you stop thinking for yourself. Don't be a Zombie Councillor.

2. - The 2nd thing I find that get's in the way of being a good leader is when a person becomes Heartless and tries to only reason everything out with their head only. You have a heart for more than just to pump blood. Good Doctors are said to have "good bedside manners". What does that mean? It means

they are real people. They have compassion and it comes through because when you trust your own heart you can usually accurately read other's hearts and exchange compassion, empathy and many other emotions. It's a myth that 'having heart' is a bad thing when it comes to decision making. Just think about it. I've regretted many things I've said and done, but I've never regretted an action or word that came from following my heart. I'll bet that's true for you as well.

So please - use your heart - engage your heart in this process and it will tell you what to do - being compassionate to DO NO HARM TO ANY RESIDENTS.

When you recognized the potential for controversy, that is your heart of compassion trying to send you a message to care about others and DO NO HARM. When you are called back to read other's concerns again and again, that is your heart of compassion guiding you to value those people and to show it in your decision BY DOING NO HARM TO ANYONE.

Remember your responsibility is to the WHOLE community - ESPECIALLY to do no harm to anyone. Consider those who would be affected most if the application was approved - consider them as you mother, your father, your aunt or uncle, your brother or sister, son or daughter, what would your vote be - what would you want for them? Or if you lived next door - I'll bet it wouldn't take you long to decide what you would vote for. You ARE the voice, the decision of those who live next door to the property the application is for. **That is your job, that is your role, that is YOUR duty, as the MGA says.** Have compassion - show compassion - it's a strength of character, not a weakness. DO NO HARM TO ANYONE.

So this is your report card time, which, in politics can come at any time but definitely will come when you're dealing with Big Issues such as this.

But let's be clear on one thing - this is only a Big Issue **if you get it wrong.** The only big part of this is the potential for BIG HARM. The upside of a business like this is very small, very limited. Even Al Laplante said to me on Tuesday - "We have 18 or 19 employees now and *hope to maybe* add about 5". (Did you catch the words **hope, maybe, about**?) I've asked several of you Councillors to explain the benefits you are sure the town would see if you allowed Secure to come into town, and outside of a few office supplies, some fuel and possibly some meals, you can't make a very strong case.

BUT THE DOWNSIDE OF THEIR PRESENCE IN TOWN WOULD BE GLARINGLY OBVIOUS - at least it is to everyone I've talked to, and I've talked

to a lot of people. That is what's got me and so many others stunned about this application - that it has progressed as far as it has.

Last week, on Tuesday, I was talking with a friend who just moved into Peace River a year ago from another country where he lived in a city of 5 million people. He asked what I was busy with and I casually mentioned that we were going to be a delegation the next day at Council. I simply said that there is a Metal Recycling Facility that has applied to set up their business directly across the tracks from the church, not really wanting to get into the issue because it's not his concern, and coming from a large city I wasn't sure how well he would understand small town dynamics (he's been to my church and knows the surrounding area well. He's a very bright and successful business person and effective leader.).

Instantly - he didn't even need to think about it or hear anything else about it, in the next 60 seconds he explained all the main reasons why that just wouldn't be a good fit for any small town, and that an unsightly business like that (his words) should really be out in the country, not within a town. I was stunned as to how quickly and clearly he saw it for what it would be - a huge downside to the community. IT IS SO OBVIOUS TO SOOOOO MANY PEOPLE - IT'S LITERALLY MIND-BLOWING THAT IT IS NOT MORE OBVIOUS TO YOU Brian and to the Council.

So what am I missing? What are these hundreds of people missing, to whom is is so glaringly obvious that this is not the right kind of business to bring into town, whether they are Secure or a different company that handles junk metal? Is there a side business that's going to benefit the town - are they smuggling drugs, or laundering money? Is there a side deal going on? I don't believe there is and that's why it's beyond belief that it is actually being considered.

Let's deal with a few REALLY BIG PROBLEMS associated with the idea of this company coming to town.

1. You do realize they are in the courtship phase and putting on their 'best face' right? Marriage changes the dynamic of a relationship - don't ignore that fact.

Some things were being said by some "pro" residents at Tuesday's meeting that need to be addressed.

2. The comparison of Secure coming to town and the Pulpmill setting up 20 miles outside Peace River. There no legitimate comparison - no apples to apples at any level - other than some people will be for and some will be against

- big deal you're going to have that on every issue. But there is no comparison with the financial size of the business, those were actual new jobs and several of them, including many additional jobs during regular shut-downs, etc., etc. And they are 20 miles out of town. No comparison that's a non-issue but it's interesting it seems that's the best argument the 'pro' camp can come up with. And that's because there is virtually nothing that compares to an ugly, stinky junkyard in your neighborhood NOTHING!
- 3. Then there was a lady who had just moved into Grimshaw the day before, who was very vocal and loud who said that the real problem is the zoning and that the people who are to blame who created this problem are the people who put the church and apartments and trailer park and houses so close to land zoned industrial. If this person was about 14 and totally uneducated in the realities of life you could chock it up that, but sadly she was closer to 70 and very loud with her skewed perception.

Of course that notion is totally bogus for a least a couple of reasons:

- 1) If you know anything about planning, at some point you need to bring those 2 sectors of a town or city together. The reality of that precludes the IMPORTANCE of CAREFULLY SELECTING what kind of industrial business is put next door to residential. **Some are a good fit and others are not.**
- 2) Industrial Companies have been operating in this town **successfully**, just across the tracks from residential, **for decades** with very few issues that come up because they are next door to each other.

That success has been a result of DESIGN (the type of business has been carefully selected by previous Councils - most companies are not extremely and constantly noisy, ugly, and don't have continuous activity happening in their yards - in fact in almost all of the industrial businesses we presently have in town, very little activity takes place in their yards throughout the day. New Gen is one of the busiest but it's simply people coming in and out of the yard to pick up equipment - that is way different than having constant noisy activity happening in the yard all day long every day. Grimshaw Gravels is also very busy, but again it is simply empty trucks driving in and out of the yard - and once back in the yard they are cleaned up spotlessly and parked neatly in a row. That's by design and Council can and must control that - orderliness, cleanliness, and as much as is possible, quietness. MSS's activities can be noisy but they are not steady. Still as a Council, we were diligent to only let them set up shop in the furthest western portion of the Industrial area, so they are no where's near any residential.

Another reason why the present companies in the industrial area have not been a problem being zoned next to Residential is because of the initial PLANNING From the beginning when those first companies were established in the industrial area, they've practiced a lot of respect for the Residential area, understanding that there must be a point in a community where they must coincide. That respect together with the Planning and conditions established with them means that they enter and exit their properties at the furthest point from Residential as possible (from 56 Ave). Not only that, but their buildings and offices are also along 56 Ave. And in addition to that, most of their activities take place close to the north end of their property, which is probably 150-200 metres from residential. It's been working for decades because it's been planned well in the past. YOU MUST NOT STRAY FROM THAT TODAY BY LETTING A NOISY, STINKY, UGLY, CONSTANTLY BUSY operation set up so close to Residential. That would be very poor Planning on the Council's part.

[If you've never noticed these details of planning, you should take a drive over and take a look, or come to my church parking lot and walk over to the railroad and look from that vantage point - it's very clear that the industrial businesses have been designed and planned carefully.]

3) Thirdly, the wise person always **protects your present known investments** before risking on something unknown - and so much the more if the newly risked venture has a high potential for damaging, harming, or destroying your present investment.

The biggest investment Grimshaw has is its **present Residents.** They/we are the ones who have sustained Grimshaw through the decades, including through the last 7 or 8 tough years. Protect that investment. Take care of ALL the present Residents and make sure **first and foremost** you DO NO HARM to them - because we are Grimshaw's biggest and best investment.

If a person bought a house and 5 years later realized the house was found to have structural damage, the wise thing would be to fix and maintain the structure of the house rather than buying a second property that could have as many or more problems. If you did that you could go broke and end up on the street without any house to live in. The present Residents are the structure of Grimshaw. As I explained above, the process you as the Council are using to deal with this application issue is fracturing the structure - the foundation of Grimshaw. If you have wisdom, you will focus your attention on fixing and strengthening the foundation, and you won't do anything that could widen the cracks that you have already caused.

- 4. Let's move on to some Bylaw and logistical problems related to this application.
- a) The land that the church, the apartments and the trailer park are located on is zoned R3 or high-density Residential, which means, when it comes to Planning and decisions the Council makes today, whatever you allow into nearby Industrial properties (such as the land the application is for) should be suitable to co-exist with ALL the permitted and discretionary uses of R3, including Apartment Buildings, Park, Playground, Row Dwelling, Senior Citizen's Home, Child Care Facility, Places of Worship, etc.

The purpose for having a plan and having zoning is to help you make the best decisions. I don't believe putting a noisy, unsightly, operational Junkyard within 50 -100 metres of the R3 land would be a responsible decision because whatever decision you make for the adjacent industrial lands - it should always allow for and be a good fit for any of these Permitted and Discretionary uses listed.

b) The Town of Grimshaw Noise Bylaw No 1156 says;

Whereas the Council of the Town of Grimshaw deems it expedient to adopt measures to **control and abate activities** which **give rise to** undue and unnecessary noise, and

Whereas it is the intent of this bylaw is to control and abate **noise that disturbs** the comfort or repose of citizens;

Definition

- 2c. "Disturbance" means the interruption of the peace, quiet and good order of a neighborhood or community, including but not limited to unnecessary and distracting noises;
- 2d. "Noise" means any sound which either annoys or disturbs Persons, or which injures, endanger or detracts from the comfort, repose, health, peace or safety of Persons within the boundaries of Grimshaw;
- 2f. "Person" means an individual, partnership, corporation, trustee, executor, or administrator.

General Prohibitions

- 3.1 No person shall permit [including Council or, ESPECIALLY COUNCIL] any loud, unnecessary, or unusual noise whatsoever which either annoys, disturbs, injures, endangers, or detracts from the comfort, repose, health, peace or safety of other persons, nor allow property, real or personal which he owns, occupies, or controls, to be used in any manner that produces noise.
- 3.2 In determining what constitutes noise likely to annoy or disturb other persons, consideration shall be given to, but is not restricted to:
- b) The **proximity** to sleeping facilities, residential or commercial [the loading area would be about 75 metres from the apartments where some people live who work shifts]
 - c) the **duration** and **volume** of noise [major problem here]
 - d) is the noise recurrent, intermittent or constant [major problem here]

There's a lot of conflicts here in this Bylaw and the proposed development at issue. You do not have the right to break these. The Residents of Grimshaw do not deserve to be subjected to the noises a Metal Recycling Facility would bring because it would absolutely **annoys**, **disturbs**, **and detracts from the comfort**, **repose**, **health**, **peace**.

And remember, these issues **must be measured with consideration to allow for ALL uses that are listed under R3**, such as a Playground, or a Senior citizen's Home. If the proposed development would not fit with any one of those, then it is not a good fit for that location.

Noise would absolutely effect the church's activities big time. We have programs during the day, inside and outside (for children, for Seniors) that noise from Secure would absolutely be an annoyance and a disturbance and detract from the comfort, repose, health and peace of individuals. A church is a place of solace, comfort, peace, and often quietness. **The church building is less than 40 metres** from the railroad track where the loading would take place.

- 4 Bylaw Problems
- c) Land Use Bylaw No 1146 Part 2 Section 29: Industrial and Commercial Standards
- (2) Obvious toxic or noxious materials or dust or ash shall be released or permitted to escape to the atmosphere at such a rate as to interfere with the use and enjoyment of property or to endanger the health or safety of the public. [Louise has previously given you verbal, written, and linked information on this

serious issue so I won't go into it any further here. Hopefully you've looked at it carefully. - Those health dangers are widely documented and are very real. I know there are a couple of you or your spouses that deal with health and I hope you will inform the others about the seriousness of these dangers.]

- (5) (b) Concerns with the issue of dangerous chemicals runoff, etc. I don't have time to get into it here that too has already been brought to your attention and is a very serious issue.
- ** Many of you may not know that for the past 20 years, there have been drainage ditch problems on both sides of the track from the hospital all the way to 53rd street (and even further just east of where I live). Wolfgang Rackow explained some of that in his letter for your Oct 12th Council Meeting. In short, the best solution they've come up with to date is basically to plug the water from coming from the north side of the track to the south side of the track (because it was flooding many many properties). Then a culvert was put under the track at 53 Street for the water to run down 53rd. However when we get lots of water, in the Spring or during a heavy rain, the water still backtracks down the alley towards 54th Street and onto our properties pretty much for the whole block. THIS IS A MAJOR CONCERN FOR US ON THIS BLOCK because something is coming in those waters that are killing big developed trees, and getting into our gardens. We put a lot of time and labor and expense to have an Organic garden and we do not want any runoff from the Industrial AND ESPECIALLY FROM A JUNKYARD that could carry who knows what all into our yards.

If Secure was allowed in, they would want access right up to the tracks to load the metal but if that ditch would get plugged, it would remove the partial solution that was put in about 8 years ago and the huge problem of flooding and runoff into our yards would occur again. Therefore (5) (b) is an issue of concern.

- d) Another problem I often see people walking down the Railroad track it is very common. And often those are people with Mental Health issues (I've talked with some on the tracks and others have come into the church for help). And many of them are young people, teenagers. I'm concerned for their safety if there was to be regular activity on that railroad. Your Noise bylaw includes concerns about posing a risk to the safety of an individual. The fact that Secure would be using the track all the time is another reason why this application should be denied.
- 4e. Another Problem for You, but a bylaw that should cause you to say "no" to this Application The Community Standards Bylaw #1151

Part 2 gives the definition g._"Unsightly" or "untidy"

Part 3 lists the regulations

point g lists many things including piles of iron and scrap metal, etc. It talks about the potential to harbor insects, pests and animals - things that could carry diseases, etc.

Without reciting all that, I know the Town has been working for years to tidy up our town, which is good. I know there are even incentives with contests like "the yard of the month", which we have won.

So I find it **ironic** that a town that has had a focus like that for many years to **"beautify Grimshaw"** would even consider letting **a huge junkyard** come into the centre of town. By the way, let's call it what it actually is - let's get rid of the fancy title 'Metal Recycling Facility' as if to insinuate that a this is a green and environmentally friendly business. It's not - it's a huge pile of junk - a mess - and that's all it is folks.

There's nothing on this whole beautiful green earth that's uglier than a scrapyard - a junkyard! Name me 2 things that are uglier - more unsightly and more untidy - I can't think of any. And that alone should be enough information for you to keep this business out of Grimshaw. Nothing short of a complete encasement with walls and a ceiling will hide the ugliness, the smelliness and stop the odors and particulates from blowing right through Grimshaw.

And perhaps the Biggest Problem - if this Application would be approved by you, there's no question that this development would take Property Values down - I'm guessing a minimum of 10% - maybe more. And that is a HUGE problem that you would intentionally inflict onto us land and property owners living nearby.

So consider your decision this way - if **you personally** had to make up the difference in price between what our houses would sell for 2 months ago (before talk of this proposed development started) and what it would sell for if Secure came in, **what would your decision be**?

And it's totally reasonable to say that **you should have to make up the difference** - because you KNOW ahead of time that it would have this effect. [Just the rumour of this development possibly happening has affected it already.] And you know it has - how do I know that - I know that form your answer to my

question - "Would you live next door to this junkyard?" Everyone's answer was NO WAY. A comment I received on Tuesday from a man who had just moved in to Grimshaw the day before and will likely look to purchase a house, he said to me, we'll look for a house to buy - just not in your area of town (referring to the potential of having a junkyard in the neighborhood). He was serious, and so were you with your answer.

Rod covers this more in depth in his letter, but let me say this. If YOU approve this application, YOU are directly responsible for the decrease in our properties. You would force us, by your decision, to sue the town and/or yourselves personally because of that decision. We are talking definitely hundreds of thousands of dollars that would be lost, if not in the million. THIS IS NOT A SMALL NOR LIGHT DECISION - it has little upside potential but major downside potential.

I don't want to join a class-action law suit against the town but I would be forced to do it if you vote in favour of this application. I don't want the fracture in the structure of Grimshaw's foundation to grow any larger, but that is in your hands - that will depend on whether or not you will MAN UP and WOMAN UP with what you've already done.

You should know this - word got out some how about this issue in town, and CBC news both in Edmonton and Grande Prairie has reached out to me a couple of times for a comment on the issue because they know I'm the person closest to where this development would be.

I have not called them back. Why? Because I don't want Grimshaw to be in the news in a negative way. I love this town and the people of it. Why are my wife and I putting so much effort into getting you to deny this application? Because we are people who give to our community - our whole lives are centred around giving and contributing into our community. As we've told you - we are not opposed to a good business being at that location - but this business is n to the one. Brian, you asked Louise, "what kind of business would be a good fit?" That's rather a silly question from someone with as much experience as you - you were unfairly trying to attack her. Any business like the ones we already have in our industrial area would be a good fit - there are many options and I'm sure a suitable one will come along.

I believe those points related to the MGA and your Bylaws would stand up if we had to Appeal this issue - PLEASE DON'T MAKE US DO THAT - it would only increase the fractures that you've begun.

And please don't force us into a class-action law suit for losses we would incur on our properties.

Make the wise decision - the best solution is always the one THAT DOES NO HARM TO ANY OF THE RESIDENTS. To vote in favour of this application, you are saying you knowingly and intentionally want to harm those you are supposed to represent, and don't value any of them enough to put weight on their concerns. And lastly, you're willing to admit that you don't have the Integrity and courage to follow your own Bylaws and the MGA. Ultimately your not willing to MAN UP and WOMAN UP. I'm calling you out from that option. You can do better than that. You can be better than that. And the WHOLE community deserves better than that.

Sincerely, Marvin Dueck

Committee of Council Reports

General Government & Finance:

- Mayor Wald, Deputy Mayor Hennings
- Councillor Messner, Councillor Bissell

Protection to Persons and Property

• Councillor Jacobs, Councillor Sklapsky

Transportation & Infrastructure

• Councillor Sklapsky, Councillor Hennings

Environmental Health:

• Councillor Hennings, Councillor Sklapsky

Community Services:

• Councillor Jacobs, Councillor Johnson

Planning:

• Mayor Wald

Round Table:

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Date: 2022-10-31 User: Taxes Audit Trail Code:		Town of Grimshaw Payables Distribution Posting Journal				Page: 1	Page: 1	
Voucher Type	Vendor Name	Document Numb	Document er Date	Due Date	Terms	P.O. Nu	mber	
000073869 INV	RECEI01 RECEIVER GENER Account	102822PAY RAL	2022-10-2 Purchase Amt	28 2022-11-27 Tax Schedule	Original	Tax Amount	Post Amount	
4-00-00-2			\$10,335.19		\$0.00	\$0.00	\$10,335.19	
	Income T 4-00-00- Canada P		\$4,492.90		\$0.00	\$0.00	\$4,492.90	
	4-00-00- Employme		\$1,553.57		\$0.00	\$0.00	\$1,553.57	
		Voucher Total:	\$16,381.66		\$0.00	\$0.00	\$16,381.66 **	
		Report Totals.	\$16,381.66		\$0.00	\$0.00	\$16,381.66 ***	



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Date: 2022-10-31 11:00:33 AM Town of Grimshaw Page: 1 User: Taxes Payables Distribution Posting Journal Audit Trail Code: PMTRX00004000 Document Voucher Type Vendor Name Document Number Date Due Date Terms P.O. Number ------000073868 FRANC01 OCT 26/22 2022-10-26 2022-11-10 Net 15
INV FRANCOTYP-POSTALIA CANADA INC Original Account Purchase Amt Tax Schedule Tax Amount Tax Amount Post Amount 2-12-00-215 \$2,100.00 GSTRI 5% \$100.00 \$100.00 \$2,000.00 Freight & Postage 7555 P. Voucher Total: \$2,100.00 \$100.00 \$100.00 \$2,000.00 ** Report Totals: \$2,100.00 \$100.00 \$100.00 \$2,000.00 ***



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Date: 2022-10-27 9:30:30 AM Town of Grimshaw Page: 1
User: Taxes Payables Distribution Posting Journal

Audit Trail Code: PMTRX00003998

 Voucher Type
 Vendor Name
 Document Number
 Date
 Due Date
 Terms
 P.O. Number

 000073841
 RECEI01
 101422PAYCOU
 2022-10-14
 2022-11-13
 Net 30

RECEI(01 101422PAYCOU VER GENERAL Account	2022-10-1 Purchase Amt	4 2022-11-13 Tax Schedule	Net 30 Original Tax Amount	Tax Amount	Post Amount
	4-00-00-230 Income Tax	\$1,040.98		\$0.00	\$0.00	\$1,040.98
4-00-00	4-00-00-231 Canada Pension Plan	\$198.04		\$0.00	\$0.00	\$198.04
	Voucher Total:	\$1,239.02		\$0.00	\$0.00	\$1,239.02 **
	Report Totals:	\$1,239.02		\$0.00	\$0.00	\$1,239.02 ***
		******		=======================================	========	=========



Accounts Payable Page 155 of 156

Date: 2022-10-27 9 Jser: Taxes Audit Trail Code:		Ē	Town of Grimshaw Payables Distribution Posting Journal				Page: 1
Audit frail code:	PMI KAUUUU 399	ľ	Document				
Voucher Type	Vendor Name	Document Number			Terms	P.O. Nu	mber
000073778	EASTL01	18979308	2022-10-	24 2022-10-24			
INV	EASTLINK Accoun	nt	Purchase Amt	Tax Schedule	Original Tax Amount	Tax Amount	Post Amount
	2-23-0 Teleph	00-217 hone	\$136.45	GSTRI 5%	\$6.50	\$6.50	\$129.95
		Voucher Total:	\$136.45		\$6.50	\$6.50	\$129.95 **
		-					
		Report Totals:	\$136.45		\$6.50	\$6.50	\$129.95 ***
		=	==========			=========	=======================================



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