1. CALL TO ORDER

2. APPROVAL OF AGENDA

3. MINUTES APPROVAL
   3.1 South Pigeon Lake Regional Wastewater Commission Minutes, Tuesday, December 4, 2018

4. DELEGATION - 7:00 P.M. - Neil Powell, Director of Public Works
   4.1 SPL Operations Report - Report
   4.2 SPL Phase 2 Update and Capital Report - Report

5. UNFINISHED BUSINESS

6. NEW BUSINESS
   6.1 SPL Assignment of Contracts - Report
   6.2 SPL General Conveyance - Report
   6.3 SPL Transfer of Land - Report
   6.4 SPL Master Transfer Agreement - Report
   6.5 SPL Bylaw 201901 - Report
   6.6 SPL Bylaw 2019/02 - Report
   6.7 SPL Administration of Connecting Pipelines - Report
   6.8 SPL 2019 Budget Variance - Report
6.9  2020 Operating and Capital Budget-Report

6.10  SPL Minutes Process-Report

7.  INFORMATION ITEMS

8.  ADJOURN
South Pigeon Lake Regional Wastewater Commission Meeting, Tuesday, December 4, 2018

Present
The South Pigeon Lake Regional Wastewater Commission Meeting was held in the Council Chambers of the County of Wetaskiwin on Tuesday, December 4, 2018 commencing at 7:03 p.m.

Present were: Chairperson Brian Keeler, Summer Village of Norris Beach, Vice-Chairperson John Slater, Summer Village of Ma-Me-O Beach, and Director Brian Meaney, Summer Village of Poplar Bay, Director Don Davidson, Summer Village of Grandview, Director Ron LaJeunesse, Summer Village of Crystal Springs and Director Ken Adair, County of Wetaskiwin.

Also attending were County of Wetaskiwin Staff: Rod Hawken, County Administrator, Jeff Chipley, Assistant Chief Administrative Officer, Naomi Finseth, Recording Secretary, and Neil Powell, Director of Public Works, as well as Sylvia Roy, Summer Villages Chief Administrative Officer.

Call to Order
Chairperson B. Keeler called the meeting to order at 7:03 p.m.

Approval of Agenda
Resolution #PL20181204.1001
MOVED: by Vice-Chairperson J. Slater to accept the agenda as presented.

Minutes Approval
Resolution #PL20181204.1002
MOVED: by Director D. Davidson to approve the minutes for the Pigeon Lake Regional Wastewater Planning Committee, Thursday, April 19, 2018 meeting as presented.

Regional Service Commission Formation Update (Issue #20181115003)
File #: 8510-02-00

On June 23, 2016, Brownlee LLP on behalf of the County of Wetaskiwin and the Summer Villages of Crystal Springs, Grandview, Ma-Me-O Beach, Norris Beach, and Poplar Bay submitted an application requesting the creation of a regional services commission proposed to be named the "South Pigeon Lake Regional Wastewater Commission".

On April 11, 2018, Administration was advised that on April 10, 2018, the South Pigeon Lake Regional Wastewater Commission Regulation was proclaimed by the Lieutenant Governor in Council, hereby establishing the South Pigeon Lake Regional Wastewater Commission.

Due to this approval, Administration is working diligently with Brownlee LLP and relevant parties in ensuring that the full operation of the Commission is completed in a timely and effective manner. Despite delays in the transferring of assets and other initial Commission start up preparation and documentation, the December 4, 2018 meeting was held as the first Commission meeting.

The completion of the remaining start up particulars are expected to be completed in the next few weeks by Brownlee LLP. Once this is complete, Administration will be looking to hold another Commission meeting early in 2019 to approve bylaws respecting the appointment of Commission Directors and Chairperson and how the rates and fees will be determined by the Commission, as well as approvals of agreements that are worded currently as involving the "Member Municipalities" to now be worded as referencing the "Commission". The Commission has until June of 2019 to complete these processes.

Administration recommended that the South Pigeon Lake Regional
Wastewater Commission accept the Regional Service Commission Formation Update as information.

Discussion ensued around Commission Bylaws and Agreements.

**Resolution #PL20181204.1003**
MOVED: by Director R. LaJeunesse that the South Pigeon Lake Regional Wastewater Planning Commission accept the Regional Service Commission Formation Update as information.

Carried Unanimously

South Pigeon Lake Regional Wastewater Project Update - Phase 2
(Issue #20181115008)
File #: 8513-00-00

Since the last Pigeon Lake Regional Wastewater Planning Committee meeting held on April 19, 2018, progress has been made in regard to moving the regional portion of the Pigeon Lake Regional Wastewater Project forward.

The County of Wetaskiwin as managing partner has been moving forward on Phase 2 of the Pigeon Lake Regional Wastewater Project, which is the regional portion of the Project that will connect to the already completed Phase 1 of the Project at a point near the Village at Pigeon Lake and will travel along southwestern portion of Pigeon Lake in order to adequately service the Summer Villages of Grandview and Poplar Bay and various subdivision areas within the County of Wetaskiwin. This portion of the Project, which is funded at up to 90% of the total project costs through federal funding under the Clean Water & Wastewater Fund and provincial funding under the Water For Life grant program, is currently in the final stages of construction with Phase 2 of the Regional Line to become operational once electricity is connected by Fortis to the lift station and commissioning is completed. Once Phase 2 of the Regional Line becomes operational, the Summer Villages of Grandview and Poplar Bay can be connected to the Regional Wastewater System through their internal wastewater infrastructure once it is completed.

In closing, the regional line portion of the Pigeon Lake Wastewater Project is finally progressing after many years of hard work by the six municipalities along the southern portion of Pigeon Lake to actually becoming reality for the benefit of the residents in which these municipalities serve.

Administration recommended that the South Pigeon Lake Regional Wastewater Commission accept the South Pigeon Lake Regional Wastewater Project Update as information.

Discussion ensued around the potential for Phase 3. There was seen no need for the Commission to pursue this matter. It was noted that Phase 2 is on time and budget.

**Resolution #PL20181204.1004**
MOVED: by Director K. Adair that the South Pigeon Lake Regional Wastewater Commission accept the South Pigeon Lake Regional Wastewater Project Update as information.

Carried Unanimously

Regional Wastewater System Operations Report
(Issue #20181115004)
File #: 8501-00-00

The Regional Wastewater System and the Westerose Lift and Truck Dumping Station has been operational since March 16, 2016, therefore, the South Pigeon Lake Regional Wastewater Commission has been updated regarding the operations of the Regional Wastewater System.

In terms of wastewater loads being hauled to the Westerose Lift and Truck Dumping Station, the total loads and volumes that have been hauled from each municipality on a per month basis from April to October 2018, as well as a cumulative total for the 2018 year to date are as follows:
<table>
<thead>
<tr>
<th>Municipality</th>
<th>Number of Loads Hauled</th>
<th>Volume (in Gallons)</th>
<th>Volume Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Wetaskiwin</td>
<td>106</td>
<td>173,988</td>
<td>48.44</td>
</tr>
<tr>
<td>Leduc County</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Crystal Springs</td>
<td>37</td>
<td>54,590</td>
<td>15.20</td>
</tr>
<tr>
<td>Poplar Bay</td>
<td>22</td>
<td>33,856</td>
<td>9.43</td>
</tr>
<tr>
<td>Norris Beach</td>
<td>7</td>
<td>10,010</td>
<td>2.79</td>
</tr>
<tr>
<td>Grandview</td>
<td>30</td>
<td>41,944</td>
<td>11.67</td>
</tr>
<tr>
<td>Ma-Me-O Beach</td>
<td>30</td>
<td>44,806</td>
<td>12.47</td>
</tr>
<tr>
<td>Four Bands</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Sundance Beach</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>232</strong></td>
<td><strong>359,194</strong></td>
<td><strong>100.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Number of Loads Hauled</th>
<th>Volume (in Gallons)</th>
<th>Volume Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Wetaskiwin</td>
<td>152</td>
<td>253,679</td>
<td>41.74</td>
</tr>
<tr>
<td>Leduc County</td>
<td>7</td>
<td>8,988</td>
<td>1.48</td>
</tr>
<tr>
<td>Crystal Springs</td>
<td>44</td>
<td>67,280</td>
<td>11.07</td>
</tr>
<tr>
<td>Poplar Bay</td>
<td>53</td>
<td>74,442</td>
<td>12.25</td>
</tr>
<tr>
<td>Norris Beach</td>
<td>5</td>
<td>6,882</td>
<td>1.13</td>
</tr>
<tr>
<td>Grandview</td>
<td>58</td>
<td>81,508</td>
<td>13.41</td>
</tr>
<tr>
<td>Ma-Me-O Beach</td>
<td>69</td>
<td>113,199</td>
<td>18.63</td>
</tr>
<tr>
<td>Four Bands</td>
<td>1</td>
<td>1,792</td>
<td>0.29</td>
</tr>
<tr>
<td>Sundance Beach</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>389</strong></td>
<td><strong>607,770</strong></td>
<td><strong>100.00</strong></td>
</tr>
</tbody>
</table>
## April 2018

### Municipalities

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Number of Loads Hauled</th>
<th>Volume (in Gallons)</th>
<th>Volume Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Wetaskiwin</td>
<td>235,550</td>
<td>34.06</td>
<td></td>
</tr>
<tr>
<td>Leduc County</td>
<td>7,698</td>
<td>1.11</td>
<td></td>
</tr>
<tr>
<td>Crystal Springs</td>
<td>81,012</td>
<td>11.71</td>
<td></td>
</tr>
<tr>
<td>Poplar Bay</td>
<td>97,874</td>
<td>14.15</td>
<td></td>
</tr>
<tr>
<td>Norris Beach</td>
<td>18,488</td>
<td>2.67</td>
<td></td>
</tr>
<tr>
<td>Grandview</td>
<td>117,436</td>
<td>16.98</td>
<td></td>
</tr>
<tr>
<td>Ma-Me-O Beach</td>
<td>133,652</td>
<td>19.32</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>691,710</td>
<td>100.00</td>
<td></td>
</tr>
</tbody>
</table>

## May 2018

### Municipalities

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Number of Loads Hauled</th>
<th>Volume (in Gallons)</th>
<th>Volume Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Wetaskiwin</td>
<td>227,330</td>
<td>27.23</td>
<td></td>
</tr>
<tr>
<td>Leduc County</td>
<td>6,272</td>
<td>0.75</td>
<td></td>
</tr>
<tr>
<td>Crystal Springs</td>
<td>97,390</td>
<td>11.67</td>
<td></td>
</tr>
<tr>
<td>Poplar Bay</td>
<td>118,586</td>
<td>14.21</td>
<td></td>
</tr>
<tr>
<td>Norris Beach</td>
<td>9,546</td>
<td>1.14</td>
<td></td>
</tr>
<tr>
<td>Grandview</td>
<td>140,600</td>
<td>16.84</td>
<td></td>
</tr>
<tr>
<td>Ma-Me-O Beach</td>
<td>235,070</td>
<td>28.16</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>834,794</td>
<td>100.00</td>
<td></td>
</tr>
</tbody>
</table>

## June 2018

### Municipalities

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Number of Loads Hauled</th>
<th>Volume (in Gallons)</th>
<th>Volume Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Wetaskiwin</td>
<td>262,480</td>
<td>32.75</td>
<td></td>
</tr>
<tr>
<td>Leduc County</td>
<td>4,650</td>
<td>0.58</td>
<td></td>
</tr>
<tr>
<td>Crystal Springs</td>
<td>118,582</td>
<td>14.80</td>
<td></td>
</tr>
<tr>
<td>Poplar Bay</td>
<td>104,618</td>
<td>13.06</td>
<td></td>
</tr>
<tr>
<td>Norris Beach</td>
<td>14,352</td>
<td>1.79</td>
<td></td>
</tr>
<tr>
<td>Grandview</td>
<td>115,608</td>
<td>14.43</td>
<td></td>
</tr>
<tr>
<td>Ma-Me-O Beach</td>
<td>181,070</td>
<td>22.59</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>801,360</td>
<td>100.00</td>
<td></td>
</tr>
</tbody>
</table>
### September 2018

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Number of Loads Hauled</th>
<th>Volume (in Gallons)</th>
<th>Volume Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Wetaskiwin</td>
<td>82</td>
<td>160,808</td>
<td>36.45</td>
</tr>
<tr>
<td>Leduc County</td>
<td>2</td>
<td>3,164</td>
<td>0.72</td>
</tr>
<tr>
<td>Crystal Springs</td>
<td>38</td>
<td>71,240</td>
<td>16.15</td>
</tr>
<tr>
<td>Poplar Bay</td>
<td>28</td>
<td>55,014</td>
<td>12.47</td>
</tr>
<tr>
<td>Norris Beach</td>
<td>4</td>
<td>7,526</td>
<td>1.71</td>
</tr>
<tr>
<td>Grandview</td>
<td>35</td>
<td>61,756</td>
<td>14.00</td>
</tr>
<tr>
<td>Ma-Me-O Beach</td>
<td>46</td>
<td>81,640</td>
<td>18.50</td>
</tr>
<tr>
<td>Four Bands</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Sundance Beach</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>235</strong></td>
<td><strong>441,148</strong></td>
<td><strong>100.00</strong></td>
</tr>
</tbody>
</table>

### October 2018

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Number of Loads Hauled</th>
<th>Volume (in Gallons)</th>
<th>Volume Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Wetaskiwin</td>
<td>99</td>
<td>214,798</td>
<td>42.58</td>
</tr>
<tr>
<td>Leduc County</td>
<td>2</td>
<td>4,376</td>
<td>0.87</td>
</tr>
<tr>
<td>Crystal Springs</td>
<td>40</td>
<td>72,524</td>
<td>14.38</td>
</tr>
<tr>
<td>Poplar Bay</td>
<td>27</td>
<td>54,068</td>
<td>10.72</td>
</tr>
<tr>
<td>Norris Beach</td>
<td>2</td>
<td>2,914</td>
<td>0.58</td>
</tr>
<tr>
<td>Grandview</td>
<td>37</td>
<td>70,792</td>
<td>14.02</td>
</tr>
<tr>
<td>Ma-Me-O Beach</td>
<td>43</td>
<td>84,998</td>
<td>16.85</td>
</tr>
<tr>
<td>Four Bands</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Sundance Beach</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>250</strong></td>
<td><strong>504,470</strong></td>
<td><strong>100.00</strong></td>
</tr>
</tbody>
</table>

### Cumulative Total (January to October 2018)

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Number of Loads Hauled</th>
<th>Volume (in Gallons)</th>
<th>Volume Percentage (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Wetaskiwin</td>
<td>1,158</td>
<td>2,333,869</td>
<td>42.42</td>
</tr>
<tr>
<td>Leduc County</td>
<td>22</td>
<td>37,736</td>
<td>0.69</td>
</tr>
<tr>
<td>Crystal Springs</td>
<td>377</td>
<td>654,070</td>
<td>11.89</td>
</tr>
<tr>
<td>Poplar Bay</td>
<td>336</td>
<td>635,904</td>
<td>11.56</td>
</tr>
<tr>
<td>Norris Beach</td>
<td>63</td>
<td>99,332</td>
<td>1.81</td>
</tr>
<tr>
<td>Grandview</td>
<td>410</td>
<td>721,984</td>
<td>13.12</td>
</tr>
<tr>
<td>Ma-Me-O Beach</td>
<td>548</td>
<td>1,014,969</td>
<td>18.45</td>
</tr>
<tr>
<td>Four Bands</td>
<td>1</td>
<td>1,792</td>
<td>0.03</td>
</tr>
<tr>
<td>Sundance Beach</td>
<td>1</td>
<td>1,668</td>
<td>0.03</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,916</strong></td>
<td><strong>5,501,324</strong></td>
<td><strong>100.00</strong></td>
</tr>
</tbody>
</table>

Additionally, Commission Members were presented a report compiled by Administration that outlines any issues, concerns, and pertinent operational details between April 20, 2018 up to the time of the meeting.
Carried Unanimously for their information.

Administration recommended that the South Pigeon Lake Regional Wastewater Commission accept the Regional Wastewater System Operations report as information.

Discussion ensued related to challenges with the construction of Phase 2.

Resolution #PL20181204.1005

MOVED: by Vice-Chairperson J. Slater that the South Pigeon Lake Regional Wastewater Commission accept the Regional Wastewater System Operations report as information. Carried Unanimously

2018 Budget Variance Report

At the December 7, 2017 Pigeon Lake Regional Wastewater Planning Committee meeting, the Committee approved the 2018 Operational Budget as presented with a $0.00 balanced budget including a total of $179,915.54 in expenses. (Ref. Resolution #PL20171207.2007)

The current operational costs of Phase 1 of the Pigeon Lake Regional Wastewater System, as of November 15, 2018 has been provide to the Commission for their review. As the Commission is aware, operational costs for Phase 1 of the Pigeon Lake Regional Wastewater System are allocated amongst the member municipalities based upon the proportionate usage of each municipality by volume as contained within the current Operations Agreement between the County of Wetaskiwin and the Summer Villages of Crystal Springs, Grandview, Ma-Me-O Beach, Norris Beach, and Poplar Bay, as well as the County of Wetaskiwin.

Furthermore, it is important to note that transfers for sludge removal, insurance expenses, and all capital replacement costs have not been made as of November 15, 2018, but will done by December 31, 2018. Additionally, it is important to note that these operational costs are for approximately ten and a half months of full operations from January 1, 2018 to November 15, 2018 and appear to be in line with or below the values used in the approved 2018 Operating Budget, except in the case of communications, which are above budget due to increased telecommunication costs. Minor changes are proposed for the 2019 Operational Budget that will be deliberated later in the meeting to account for increased costs in communications, while still maintaining some funds in regard to potential legal costs associated with the Project, including commission start up.

In closing, the operations of Phase 1 of the Pigeon Lake Regional Wastewater System appears to be operating effectively and within the budgetary parameters allocated by the Committee for the System.

Administration recommended that the South Pigeon Lake Regional Wastewater Commission accept the 2018 Budget Variance Report as information.

Discussion ensued regarding sludge removal, communications, and costs incurred by the member municipalities.

Resolution #PL20181204.1006

MOVED: by Director R. LaJeunesse that the South Pigeon Lake Regional Wastewater Commission accept the 2018 Budget Variance Report as information. Carried Unanimously

With the 2019 fiscal year fast approaching, an Operational Budget...
needs to be approved for the operations of the Regional Wastewater Line for the 2019 year.

At the July 29, 2015 Pigeon Lake Regional Wastewater Planning Committee meeting, discussion ensued regarding the proposed allocation of costs for Phase 1 of the Pigeon Lake Regional Wastewater Project and the way in which the initial proportional share of costs that each municipality would be responsible for would be determined. Direction was given “that the Pigeon Lake Regional Wastewater Planning Committee approve the initial operational cost allocations for the Member Municipalities (Summer Villages of Crystal Springs, Grandview, Ma-Me-O Beach, Norris Beach, and Poplar Bay, and the County of Wetaskiwin) based upon the proportionate share percentage of total hauls occurring between October 1, 2013 and September 30, 2014 and that cost allocations for subsequent years will be determined on a year by year basis through the recalculation of proportionate share percentages based upon the actual percentage of usage from the previous year by each respective municipality.” (Ref. Resolution #PL20150729.1006)

The current share percentage of total volume in gallons for the 2018 year as of October 31, 2018 is as follows:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Total Volume (Gal.)</th>
<th>Proportionate Share of Combined Total (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Wetaskiwin</td>
<td>2,373,059</td>
<td>43.15</td>
</tr>
<tr>
<td>Crystal Springs</td>
<td>654,070</td>
<td>11.89</td>
</tr>
<tr>
<td>Grandview</td>
<td>721,884</td>
<td>13.12</td>
</tr>
<tr>
<td>Ma-Me-O Beach</td>
<td>1,014,969</td>
<td>18.45</td>
</tr>
<tr>
<td>Norris Beach</td>
<td>100,916</td>
<td>1.83</td>
</tr>
<tr>
<td>Poplar Bay</td>
<td>635,904</td>
<td>11.56</td>
</tr>
<tr>
<td>Combined Total</td>
<td>5,500,902</td>
<td>100.00</td>
</tr>
</tbody>
</table>

As was discussed during the July 29, 2015 Pigeon Lake Regional Wastewater Planning Committee meeting, for subsequent years, the proportionate share of operational costs responsible will be recalculated based upon the actual percentage of usage from the previous year by each respective municipality and used to determine the actual costs charged by the Pigeon Lake Regional Wastewater Planning Committee to each respective municipality for the operational costs of the Regional Line under the ownership of the Committee and the Mulhurst Lagoon operational costs that are passed onto the Committee by the Northeast Pigeon Lake Regional Services Commission (NEPL).

However, due to the Summer Village of Norris Beach and several areas of the County of Wetaskiwin having internal wastewater collection lines now connected to the Pigeon Lake Regional Wastewater System, the dumping totals for these municipalities have greatly decreased and have significantly lowered their proportionate percentage share of dumping usage while increasing the proportionate percentage share of the municipalities not connected directly to the Wastewater System that are continuing to haul such as the Summer Villages of Crystal Springs, Grandview, and Poplar Bay as is shown on the aforementioned table for 2018.

For 2019, the South Pigeon Lake Regional Wastewater Commission could decide to continue to use the 2018 usage totals to allocate proportionate costs, which would cause a significant increase to the cost allocations paid by the Summer Villages of Crystal Springs,
Grandview, Ma-Me-O Beach, and Poplar Bay, with a significant decrease to the cost allocations of the Summer Village of Norris Beach and the County of Wetaskiwin. Two alternative options are calculating the cost allocations based on the previously used 2017 totals, which would provide predictable cost certainty for the 2019 year while municipalities continue to connect to the Wastewater System, or to base the cost allocations on the percentages used within the Memorandum of Understanding for the construction of both Phases 1 and 2 of the Regional Wastewater System. Those percentages would be as follows:

### 2017 Hauling Totals

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Proportionate Share of Combined Total (%)</th>
<th>Difference from 2018 Totals (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Wetaskiwin</td>
<td>58.67</td>
<td>15.52</td>
</tr>
<tr>
<td>Crystal Springs</td>
<td>8.26</td>
<td>-3.63</td>
</tr>
<tr>
<td>Grandview</td>
<td>8.79</td>
<td>-4.33</td>
</tr>
<tr>
<td>Ma-Me-O Beach</td>
<td>12.61</td>
<td>-5.84</td>
</tr>
<tr>
<td>Norris Beach</td>
<td>4.24</td>
<td>2.41</td>
</tr>
<tr>
<td>Poplar Bay</td>
<td>7.43</td>
<td>-4.13</td>
</tr>
<tr>
<td>Combined Total</td>
<td>100.00</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### Memorandum of Understanding Percentages

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Proportionate Share of Combined Total (%)</th>
<th>Difference from 2018 Totals (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Wetaskiwin</td>
<td>39.46</td>
<td>-3.69</td>
</tr>
<tr>
<td>Crystal Springs</td>
<td>11.59</td>
<td>-0.30</td>
</tr>
<tr>
<td>Grandview</td>
<td>14.72</td>
<td>1.60</td>
</tr>
<tr>
<td>Ma-Me-O Beach</td>
<td>16.11</td>
<td>-2.34</td>
</tr>
<tr>
<td>Norris Beach</td>
<td>6.58</td>
<td>4.75</td>
</tr>
<tr>
<td>Poplar Bay</td>
<td>11.54</td>
<td>-0.02</td>
</tr>
<tr>
<td>Combined Total</td>
<td>100.00</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Once the operational costs that each municipality are responsible for paying are established through calculation using the method as directed by the South Pigeon Lake Regional Wastewater Commission, the Commission will then invoice each municipality for the operational costs in which they owe as per the Administration and Operations Agreement currently in place between the Pigeon Lake Regional Wastewater Planning Committee and the County of Wetaskiwin.

However, Administration notes that the proposed 2019 Operational Budget remains fairly stable in terms of both costs allocated to the respective municipalities due to the proportionate share of volume in gallons remaining consistent from year to year, as well as in terms of an actual dollar amount other than a small cost of living adjustment, additional dollars allocated to communications due to increased telecommunication costs, a reduction in the dollars allocated to power to more accurately reflect current power charges, and a reduction of
dollars allocated to legal costs to $7,500 to act as a contingency for potential legal costs associated with the Project, as well as commission start up.

A copy of the proposed 2019 Operational Budget along with a breakdown of the total operational costs that each individual municipality is responsible for as estimated using the proportionate share percentages that are current as of October 31, 2018, the 2017 proportionate share percentages, and the allocation percentages contained within the Memorandum of Understanding was provided for review by the Commission.

Administration recommended that the South Pigeon Lake Regional Wastewater Commission approve the 2019 Operational Budget as presented with a $0 balanced budget including a total of $181,285.85 in expenses, with the cost allocation amongst the Member Municipalities being based upon one of the following three options:

1. Using the 2017 Hauling Percentages
2. Using the 2018 Hauling Percentages Once Calculated at Year-End
3. Using the Percentages Utilized in the Memorandum of Understanding for the Construction of Phases 1 and of the South Pigeon Lake Regional Wastewater System

Discussion ensued on the above options for cost allocation. A request was made for a spreadsheet of the complete data history of wastewater volumes, including hauled and shipped amounts, be provided to the Directors.

Resolution #PL20181204.1007
MOVED: by Director D. Davidson that the South Pigeon Lake Regional Wastewater Commission approve the 2019 Operational Budget as presented with a $0 balanced budget including a total of $181,285.85 in expenses, with the cost allocation amongst the Member Municipalities being based upon the 2017 hauling percentages fixed for the next two years.

Carried Unanimously

Over the past several months, the Administrations of the County of Wetaskiwin and the Summer Villages on the southern shores of Pigeon Lake have been working closely with MPE Engineering Ltd. in moving forward with the internal lines portion of the Pigeon Lake Regional Wastewater Project.

Since the last update provided at the last Pigeon Lake Regional Wastewater Planning Committee meeting held on April 19, 2018, the County of Wetaskiwin held open houses with the property owners in the Beachside and Woodwind Estates, Crystal Keys, Village Creek Estates, and Westerose areas in regard to achieving support for the construction of internal lines in these areas in late May.

After receiving support in July of 2018 from property owners to move forward with the South Pigeon Lake Regional Local Wastewater Collection Lines Project for the Crystal Keys and Village Creek Estates areas through the use of a local improvement, the County of Wetaskiwin worked closely with MPE Engineering Ltd. to select a contactor to complete the Project in accordance with policies and regulations set out by the Federal and Provincial Governments, as well as the County for tendering municipal projects.

On September 27, 2018, the County of Wetaskiwin alongside MPE Engineering Ltd. opened the tenders for the Crystal Keys and Village
Creek Estates areas.

On October 9, 2018, the tender results for the South Pigeon Lake Regional Local Wastewater Collection Lines Project for the Crystal Keys and Village Creek Estates areas were presented to County of Wetaskiwin Council for their review and deliberation. At this meeting, Council awarded the Project to the low tender, Elite Site Services of Black Diamond, Alberta, to undertake and complete the Project. The tenders for both the Crystal Keys and Village Creek Estates areas were below the budgetary limitations set out in the approved local improvement plan, meaning a cost savings for both property owners and the County.

Regarding the actual construction of this portion of the Project, construction commenced first in the Village Creek Estates area on November 1, 2018, followed by the Crystal Keys area, and has continued through the fall. Construction of services will cease in the winter with potentially some mainline construction continuing. The contractor will be back in the spring to complete this portion of the Project by no later than July 31, 2019.

Moving forward, County of Wetaskiwin Administration will also be moving forward in establishing local support within other areas of the County such as Village West, Woodfield Estates, Grandview Meadows, and other areas through the local improvement process that has been shown to have worked successfully. Further details and plans will be announced at a later date once more information is known and residents will be informed through direct mail regarding their specific property, which should occur in 2019.

Additionally, in regard of the Summer Villages on the southern shores of Pigeon Lake, Commission Members from these municipalities, along with Summer Village Administration, will be provided an opportunity to provide an update as to the current progress of the internal lines projects for their respective municipalities.

In closing, the internal lines portion of the Pigeon Lake Wastewater Project is finally progressing after many years of hard work by the six (6) municipalities along the southern portion of Pigeon Lake to actually becoming reality for the benefit of the residents in which these municipalities serve.

Administration recommended that the South Pigeon Lake Regional Wastewater Commission accept the South Pigeon Lake Internal Lines Update as information.

Discussion ensued in regards to the Summer Villages on the southern shores of Pigeon Lake update as to the current progress of the internal lines projects for their respective municipalities.

Resolution #PL20181204.1008
MOVED: by Director B. Meaney that the South Pigeon Lake Regional Wastewater Commission accept the South Pigeon Lake Internal Lines Update as information.

Carried Unanimously

Adjourn

Resolution #PL20181204.1009
MOVED: by Director R. LaJeunesse that the meeting adjourn at 8:08 p.m.

Carried Unanimously
**Background**

The County of Wetaskiwin Utilities Foreman has compiled an operations report for the South Pigeon Lake Regional Wastewater Commission. This report outlines all issues, concerns, and pertinent operational details related to the Wastewater system for the period of January 1 to November 25, 2019.

Neil Powell, Director of Public Works for the County of Wetaskiwin, will discuss the report. A copy of the report has also been provided for the Commission’s review.

**Recommendations**

Administration recommends that the South Pigeon Lake Regional Wastewater Commission accept the Operations report for the period of January 1 to November 25, 2019, as information.

**Recommended Resolution**

that the South Pigeon Lake Regional Services Commission accept the Operations report for the period of January 1 to November 25, 2019, as information.
South Side Wastewater Commission Operations Report

- On February 4 2019 the Utilities team was able to get the muffin monster re installed and working at the South Side #1 Westerose Lift Station. The muffin monster was jammed up with a chain shortly after commissioning, and was sent out to Aquatech in Cochrane for refurbishing.

- On April 26 2019 Utilities department did a complete clean of the wet wells at South Side #1 (Westerose) and South Side #2 lift stations. The stations were pumped down, and a hydrovac truck was used to pressure wash and vacuum out all of the accumulated sludge. During this clean several boulders left over from construction were discovered on the floor of the wet well. It was also discovered that rocks were plugging off the recirculation lines. This prevented the recirculation lines from scouring up settled sludge on the wet well floor and led to the build up of sludge.

- On June 12 2019 Cobra Plumbing and Utilities Department worked to clear blockages in the recirculation lines at South Side #1 (Westerose) and South Side #2. Cobra plumbing was able to cut the recirculation line and bring it to the surface for a thorough clean. The line was reinstalled with a Victaulic coupling so that the line can be taken apart and more easily cleaned in the future.

- Utilities department has had consistent on going issues with the knife blade valves on the recirculation lines at South side 1 & 2. The recirculation system is designed to direct a stream of wastewater back into the wet well to scour up the settled sludge. The contaminated corrosive atmosphere of the wet well is hard on parts, including valve operating stems. These valve stems develop a scum build up, making them extremely difficult to operate. The knife blade valves are actuated by an electric motor. When the scum builds up on the valve stems, the electric motor is unable to push through the built up scum and hits its torque limit, leaving the valve stuck in
position. When the knifeblade valve gets stuck the utility operators need to perform a confined space entry to enter the wet well and clean the valve stem. This is a labor intensive process and requires shutting the truck dump station down while the maintenance is performed. After cleaning the issue stops for approximately a month. It was recommended to Utilities department to try a new type of valve stem lubrication (Molykote D-321 R). Utilities is currently doing a trial run of this dry film anti friction coating.

- South Side #1 (Westerose) lift station had on going issues with the Truck Dump station since it was commissioned. When the septage haulers would go to offload at the dump station, the dump valves in the septage receiving building would close prematurely during the dump cycle, preventing the haulers from being able to offload. Towards the end of the dump cycle when the drivers would have approximately a ¼ of a load left in their tank, the magnetic meter in the septage building would not be able to detect the slower flow and would start a shut down timer for the dump valves. The dump valves would then close and the drivers would have to start the dump cycle process over. On September 26 2019 the County IT department was able to access the software and extend the low flow timer. The septage haulers have reported that this fix is working.

- Radio towers were installed at South Side #1 (Westerose), Mulhurst Lagoon and South Side #3 locations. A roof mount was selected for the South Side #2 location. The towers were tested and commissioned in February 2019. This system replaced the much more expensive air card data system the County was previously using.

- County staff and WSP are looking into installing VFD’s into the South Side #1 (Westerose) Lift Station. There is an issue between the soft starts and the generator set at the lift station. The cause behind the issue is not known at this time, WSP is continuing to investigate.
Apart from some remaining construction deficiencies, South Side #3 lift station is open and operational. There were 20 grinder pumps started in Poplar Bay on November 22 2019, and on November 23 2019 the South Side #3 pumps officially pushed wastewater down to the line to South Side #1 (Westerose). County staff continue to work with WSP and the contractor to finish off the remaining deficiencies.
SPL Phase 2 Update and Capital Report-Report

Meeting Date (Report Reference Only): November 28, 2019

Meeting (Report Reference Only): South Pigeon Lake Regional Wastewater Commission

Background

Since the last South Pigeon Lake Regional Wastewater Commission meeting held on December 4th, 2018, progress has been made on Phase 2 of the Wastewater system, particularly with respect to commissioning, site work, and the correction of deficiencies.

Neil Powell, Director of Public Works for the County of Wetaskiwin, has prepared a report outlining this progress and the total financial costs incurred so far. This report has been provided for the Commission’s review.

Recommendations

Administration recommends that the South Pigeon Lake Regional Wastewater Commission accept the SPL Phase 2 Update and Capital Report as information.

Recommended Resolution

that the South Pigeon Lake Regional Wastewater Commission accept the SPL Phase 2 Update and Capital Report as information.
PHASE 2 – BUILD OUT
CAPITAL REPORT
SOUTH PIGEON LAKE REGIONAL WASTEWATER COMMISSION

BACKGROUND:

In 2017, Phase II of the South Pigeon Lake Regional Wastewater system was designed by WSP Canada and County personnel. In early 2018, the project was tendered as two separate contracts with respect to the construction of Lift Station No. 3 and construction of the forcemain to the Village at Pigeon Lake.

The tenders were approved by the South Pigeon Lake Regional Wastewater Planning Committee on April 19, 2018 and were awarded as follows:

- Chandos Construction Ltd. – Lift Station No. 3: $2,164,475
- Highline Electrical Constructors Ltd. – Forcemain: $1,765,839

MOVED: by Committee Member B. Meaney that the Pigeon Lake Regional Wastewater Planning Committee forward a recommendation to the County of Wetaskiwin, as managing partner, to award the Phase 2, Project 3A – Lift Station Tender in the amount of $2,164,474.93 to Chandos Construction Ltd., to award the Phase 2, Project 3B – Forcemain Tender in the amount of $1,765,839.90 to Highline Electrical Constructors Ltd., and to approve in principle, total Phase 2 Project costs up to $7,000,000 which is inclusive of contract costs, engineering, land, contingencies, and bonuses.

Prior to construction, the final project costs inclusive of land, utilities, engineering and construction costs were estimated at $5,018,727.00, an amount lower than the total grant funding approvals of $7,121,098.00 through the Water for Life grant program and the Clean Water and Wastewater Fund.

The projects started in July of 2018 and were substantially complete by the end of 2018. The balance of the work with respect to commissioning, site work and completion of deficiencies were to be addressed in 2019.

2019 WORK AND COMMISSIONING

As it turned out, the month of May was one of the better months for construction in 2019. Due to continual and excessive rains for the months of June to September, very little work was completed with respect to the two contracts.

For Lift Station 3, the remaining work included grading and shaping the lot, troubleshooting of many operative components and commissioning. The remaining work on the Forcemain included repairs to groundwater settlements, and repairs and dewatering of receiving manholes and to several air release chambers. The repairs included pumping out water that had infiltrated and incorporating design changes to ensure water does not infiltrate in the future. The deficiencies for both contracts were of a critical nature and it was felt that the lift station and forcemain could not be brought into service until they were addressed. The deficiency issues drug on well into the month of October 2019 to where the majority of the critical deficiencies were corrected. At this point, the County and WSP felt that the station was ready to commission and come online.
The summer villages of Poplar Bay and Grandview were ready to pump effluent by July 2019. The summer village of Grandview decided not to wait for Lift Station 3 and began pumping south through the summer village of Crystal Springs - to Lift Station No. 1 at Westerose. Eventually by the end of October, the County notified the summer villages of Grandview and Poplar Bay, and their Engineer, MPE Engineering Ltd., that Lift Station 3 was ready to receive effluent.

Part of the work in early November was the summer villages of Poplar Bay and Grandview re-orienting their valves and distribution mains to flow north and west to Lift Station 3. At the time of this writing, this flow from Poplar Bay and Grandview has commenced to Lift Station 3 with no reported issues.

It is expected that all remaining deficiencies will be taken care of by the end of 2019 and Phase 2 can transition to an operating component and not “under construction”.

**FINANCIAL:**

To date, the total eligible costs incurred for Phase II are as follows:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$4,182,701</td>
</tr>
<tr>
<td>Land and Easement</td>
<td>$139,413</td>
</tr>
<tr>
<td>Engineering</td>
<td>$969,801</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$5,291,915</strong></td>
</tr>
</tbody>
</table>

(some holdback remains)
Background

An Assignment of Contracts Agreement between the County of Wetaskiwin and the South Pigeon Lake Regional Wastewater Commission has been prepared by Brownlee LLP for the Commission’s consideration.

This Agreement outlines contracts currently held by the County that are to be transferred to the Commission’s control.

Recommendations

Administration recommends that the South Pigeon Lake Regional Wastewater Commission approve the Assignment of Contracts Agreement as presented.

Recommended Resolution

that the South Pigeon Lake Regional Wastewater Commission approve the Assignment of Contracts Agreement as presented.
THIS AGREEMENT made effective the ___ day of ____________, 20__.

BETWEEN:

COUNTY OF WETASKIWIN NO. 10
(hereinafter referred to as the "Assignor")

AND:

SOUTH PIGEON LAKE REGIONAL WASTEWATER COMMISSION
( hereinafter referred to as the "Assignee")

ASSIGNMENT OF CONTRACTS

WHEREAS:

A. Pursuant to Section 7 of the South Pigeon Lake Regional Wastewater Services Commission Regulation (the "Regulation"), all crossing, service, construction and consulting agreements incurred, held or entered into by the Assignor with respect to the applicable land, buildings and other property listed in the Schedule attached to the Regulation must be assumed by the Assignee; [BLLP NTD: CONFIRM WHETHER ANY OTHER MEMBER MUNICIPALITIES OF THE ASSIGNEE HAVE CONTRACTS THAT ARE TO BE ASSUMED]

B. The Assignor is the holder of certain contracts as more particularly described within Schedule "A" attached hereto ( the "Contracts"); and

C. Pursuant to Section 2.2(a) of an agreement between the Assignee and the Assignor deemed effective the 10th day of April, 2018 (the "Master Transfer Agreement"), the Assignor agreed to transfer and assign to the Assignee all of the Assignor's right, title and interest in and to the Contracts, together with all rights and benefits to be derived from the Contracts, for the balance of the respective terms of the Contracts and any renewals thereof.

NOW THEREFORE in consideration of the execution of the Master Transfer Agreement, and the sum of One ($1.00) Dollar paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. ASSIGNMENT

The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in the Contracts, together with all rights and benefits to be derived from the Contracts, for the balance of the respective terms of the Contracts and any renewals thereof subject to the observance and performance by the Assignee of the terms, covenants, and conditions contained in the Contracts which are shown as to be performed or observed by the Assignor.

2. EFFECTIVE TIME

This assignment shall be effective at and as of the 10th day of April, 2018.
3. **ASSUMPTION BY ASSIGNEE**

   The Assignee hereby assumes all obligations to observe and perform the terms, covenants, and conditions on the part of the Assignor to be observed or performed throughout the balance of the respective terms of the Contracts from and after the effective date of this Agreement.

4. **DEFINED TERMS**

   All capitalized terms in this Agreement, unless otherwise defined herein, shall have the same meanings ascribed to them respectively in the Master Transfer Agreement.

5. **SUBORDINATE DOCUMENT**

   This Agreement is executed and delivered by the parties hereto pursuant to and for the purposes of the provisions of the Master Transfer Agreement. The provisions of the Master Transfer Agreement shall prevail and govern in the event of a conflict between the provisions of the Master Transfer Agreement and this Agreement.

6. **ENUREMENT**

   This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective trustees, receivers, receiver-managers, successors and assigns.

7. **FURTHER ASSURANCES**

   Each party hereto will, from time to time and at all times hereafter, at the request of the other party but without further consideration, take or refrain from taking all such action and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

8. **PREAMBLE INCORPORATED**

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

9. **NOTICE**

   Unless the Assignee provides alternate information by notice to the Assignor, all future notices, approvals, consents, authorizations or other communications required to be provided to the Assignee with regard to interests in land or agreements concerning land (including crossing agreements and licenses) will be in writing and will be sent to the Assignee by personal delivery, prepaid registered mail (with a signed receipt acknowledgement), fax (with a receipt confirmation report) or email to the address shown below:

   South Pigeon Lake Regional Wastewater Commission  
   Box 6960  
   Wetaskiwin, AB T9A 2G5  
   Fax: 780-352-3486  
   Email: _________________________  
   Attention:_______________________
10. **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 one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement to be effective on the date first above written.

**COUNTY OF WETASKWIN NO. 10**

Per: ________________________

Per: ________________________

**SOUTH PIGEON LAKE REGIONAL WASTEWATER COMMISSION**

Per: ________________________

Per: ________________________
SCHEDULE “A”

THE CONTRACTS

[BLLP NTD: TO BE INSERTED ONCE CONTRACTS ARE RECEIVED]

1. Crossing Agreements:
   a. 
   b. 
   c. 

2. Service Agreements:
   a. 
   b. 
   c. 

3. Construction Agreements:
   a. 
   b. 
   c. 

4. Consulting Agreements:
   a. 
   b. 
   c. 

5. Other:
   a. 
   b. 
   c.
Background

A General Conveyance agreement between the County of Wetaskiwin and the South Pigeon Lake Regional Wastewater Commission has been prepared by Brownlee LLP for the Commission’s consideration.

This agreement outlines assets currently held by the County of Wetaskiwin that are to be transferred to the Commission, and the terms under which these assets will be transferred.

Recommendations

Administration recommends that the South Pigeon Lake Regional Wastewater Commission approve the General Conveyance Agreement as presented.

Recommended Resolution

that the South Pigeon Lake Regional Wastewater Commission approve the General Conveyance Agreement as presented.
THIS AGREEMENT made effective the ___ day of ___________, 20__.

BETWEEN:

COUNTY OF WETASKIWIN NO. 10
(hereinafter referred to as the "Vendor")

AND:

SOUTH PIGEON LAKE REGIONAL WASTEWATER COMMISSION
(hereinafter referred to as the "Purchaser")

GENERAL CONVEYANCE

WHEREAS:

A. Pursuant to Section 5.1 of the South Pigeon Lake Regional Wastewater Services Commission Regulation (the "Regulation"), the Vendor is required to transfer to the Purchaser all assets and land listed in the Schedule attached to the Regulation, as more particularly described herein;

B. The Vendor has agreed to transfer the assets and lands described in Section 5.1 of the Regulation and the Schedule attached to the Regulation, as more particularly described in Schedule "A" hereto (hereinafter referred to as the "Assets") to the Purchaser and the Purchaser has agreed to purchase the Assets from the Vendor; and

C. The Vendor has entered into a master transfer agreement deemed effective the 10th day of April, 2018 (the "Master Transfer Agreement") with the Purchaser and this General Conveyance is being executed and delivered in accordance with Section 2.2(b) of the Master Transfer Agreement.

NOW THEREFORE in the consideration of the execution of the Master Transfer Agreement, as well as the covenants and agreements hereinafter set forth, the receipt an sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. CONVEYANCE

The Vendor, pursuant to and for the sum of ONE ($1.00) DOLLAR plus any applicable taxes paid by the Purchaser to the Vendor, hereby transfers the Assets to the Purchaser and assigns, transfers, conveys and sets over to the Purchaser the entire right, title, estate and interest of the Vendor in and to the Assets for the Purchaser to have and to hold absolutely, together with all benefit and advantage to be derived therefrom.

2. EFFECTIVE TIME

This Conveyance shall be effective at and as of the 10th day of April, 2018.

3. ASSUMPTION BY PURCHASER

The Purchaser hereby assumes all obligations respecting the ownership, maintenance and operation of the Assets from and after the effective date of this Agreement.
4. Defined Terms

All capitalized terms in this Agreement, unless otherwise defined herein, shall have the same meanings ascribed to them respectively in the Master Transfer Agreement.

5. Subordinate Document

This Agreement is executed and delivered by the parties hereto pursuant to and for the purposes of the provisions of the Master Transfer Agreement. The provisions of the Master Transfer Agreement shall prevail and govern in the event of a conflict between the provisions of the Master Transfer Agreement and this Agreement.

6. Enurement

This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective trustees, receivers, receiver-managers, successors and assigns.

7. Further Assurances

Each party hereto will, from time to time and at all times hereafter, at the request of the other party but without further consideration, take or refrain from taking all such action and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

8. Preamble Incorporated

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

9. 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 one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement to be effective on the date first above written.

COUNTY OF WETASKIWIN NO. 10

Per: _________________________

Per: _________________________

SOUTH PIGEON LAKE REGIONAL WASTEWATER COMMISSION

Per: _________________________

Per: _________________________
SCHEDULE "A"

The Assets consist of the following:

1. The South Pigeon Lake Regional Wastewater Line, consisting of:
   (a) Gravity Line and Associated Fixtures:
      (i) The line consisting of 1,050 metres of 250 mm PVC pipe and 750 metres of 300 mm PVC pipe originating east of the hamlet of the Village at Pigeon Lake in SW 13-46-1-W5 to a connection point located at the Westerose Lift Station at SE 13-46-1-W5 (Plan #1522208).
      (ii) All related pipeline appurtenances, including, but not limited to, two 1,800 mm concrete gravity collection manholes and nine 1,200 mm concrete gravity manholes.
   (b) Forcemain Line and Associated Fixtures:
      (i) The line consisting of 19,250 metres of 250 mm PVC pipe and 1,100 metres of 100 mm PVC pipe originating at a connection point located at the Westerose Lift Station at SE 13-46-1-W5 (Plan #1522208) and discharging at a connection point at the Mulhurst Lagoon (NW 13-47-28-W4).
      (ii) All related pipeline appurtenances, including, but not limited to, fourteen 250 mm gate valves, two 100 mm gate valves, two 150 mm gate valves, seven automatic air-release valves, two 1,200 mm concrete pinch valve manholes, two 1,200 mm concrete ultra-sonic flow metre manholes, and one actuated valve and electromagnetic flow metre concrete vault.

2. Westerose Lift Station (Lift Station #1):
   (a) Pursuant to a Transfer of Land to be executed by the County, that land legally described as follows:
       PLAN 1522208
       BLOCK 3
       LOT 31
       EXCEPTING THEREOUT ALL MINES AN MINERALS
       AREA: 0.438 HECTARES (1.08 ACRES) MORE OR LESS
   (b) All facilities and appurtenances located at the above noted lands used for the operation of the South Pigeon Lake Regional Wastewater Line.

3. Lift Station #2:
   (a) Pursuant to a Transfer of Land to be executed by the County, that land legally described as follows:
       PLAN 1325110
       BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.27 HECTARES (0.67 ACRES) MORE OR LESS

(b) All facilities and appurtenances located at the above noted lands used for the operation of the South Pigeon Lake Regional Wastewater Line.

4. Mulhurst Lagoon Site (Additions):

(a) Programmable logic controller and access closet exterior Panel.

(b) Rotophase (600V 1 to 3 phase generator).

5. 84hp submersible sewage pump.
Background

A Transfer of Land Agreement between the County of Wetaskiwin and the South Pigeon Lake Regional Wastewater Commission has been prepared by Brownlee LPP for the Commission’s consideration.

This agreement outlines the transfer of two pieces of land from the County’s ownership to the Commission’s ownership.

Recommendations

Administration recommends that the South Pigeon Lake Regional Wastewater Commission approve the Transfer of Land as presented.

Recommended Resolution

that the South Pigeon Lake Regional Wastewater Commission approve the Transfer of Land for the following properties:

- Plan 1325110 Block 1 Lot 1
- Plan 1522208 Block 3 Lot 31
LAND TITLES ACT

TRANSFER OF LAND

THE COUNTY OF WETASKIWIN NO. 10 being the registered owner of an estate in fee simple, subject to registered encumbrances, liens and interests, if any, in all those pieces of land described as follows:

PLAN 1325110
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.27 HECTARES (0.67 ACRES) MORE OR LESS

and

PLAN 1522208
BLOCK 3
LOT 31
EXCEPTING THEREOUT ALL MINES AN MINERALS
AREA: 0.438 HECTARES (1.08 ACRES) MORE OR LESS

does hereby, in consideration of the sum of ONE ($1.00) DOLLAR paid to it by the Transferee, the receipt of which sum it hereby acknowledges, transfers to:

SOUTH PIGEON LAKE REGIONAL WASTEWATER COMMISSION
OF BOX 6960, WETASKIWIN, ALBERTA, T9A 2G5

all its estate and interest in said pieces of land.

IN WITNESS WHEREOF the County has hereunto affixed its Corporate Seal by the hands of its proper officers this ____ day of ________________, 20__.

THE COUNTY OF WETASKIWIN NO. 10

Per:__________________________________
c/s
Per:__________________________________

CERTIFICATE

THE COUNTY OF WETASKIWIN NO. 10 certifies that it is a resident of Canada for all purposes arising under the Income Tax Act of Canada including, but not limited to, Section 116(5) thereof.

THE COUNTY OF WETASKIWIN NO. 10

Per:__________________________________
c/s
Per:__________________________________
AFFIDAVIT RE VALUE OF LAND

I, ______________________, of the __________ of _________________________, in the Province of Alberta, MAKE OATH AND SAY:

1. I am the agent of the Transferee named in the within or annexed Transfer of Land and I know the lands therein described.

2. I know the circumstances of the said transfer and the true consideration paid by the Transferee is as follows:

3. The current value* of the lands**, in my opinion is $__________________________

   *"value" means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer.

   **"land" includes buildings and all other improvements affixed to the land.

SWORN before me at the ______ of _________________________, in the Province of Alberta, this ___ day of ______________, 20___.

__________________________________
A Commissioner for Oaths in and for Alberta
SPL Master Transfer Agreement-Report

Meeting Date (Report Reference Only): 2019/11/28

Meeting (Report Reference Only): Pigeon Lake Regional Wastewater Planning

Background

A Master Transfer Agreement between the County of Wetaskiwin and the South Pigeon Lake Regional Wastewater Commission has been prepared by Brownlee LLP for the Commission’s consideration.

This agreement outlines the terms and requirements for assets to be transferred from the County to the Commission, as well as the applicable purchase price for the assets.

Recommendations

Administration recommends that the South Pigeon Lake Regional Wastewater Commission approve the Master Transfer Agreement as presented.

Recommended Resolution

that the South Pigeon Lake Regional Wastewater Commission approve the Master Transfer Agreement as presented.
THIS AGREEMENT made as of the __ day of ____________, 20__. 

BETWEEN:

COUNTY OF WETASKIWIN NO. 10
(hereinafter referred to as the "County")

- and - 

SOUTH PIGEON LAKE REGIONAL WASTEWATER COMMISSION
(hereinafter referred to as the "Commission")

MASTER TRANSFER AGREEMENT

WHEREAS:

A. Pursuant to Section 5.1 of the South Pigeon Lake Regional Wastewater Services Commission Regulation (the “Regulation”), the County is required to transfer to the Commission all assets and land listed in the Schedule attached to the Regulation (the “Assets”);

B. Pursuant to Section 7 of the Regulation, all debts, liabilities, titles, easements, rights of way, and crossing, service, construction and consulting agreements incurred, held or entered into by any of the member municipalities of the Commission with respect to the applicable land, buildings and other property listed in the Schedule attached to the Regulation (the “Contracts”) must be assumed by the Commission;

C. None of the member municipalities of the Commission have incurred any debts or liabilities with respect to the applicable land, buildings and other property listed in the Schedule attached to the Regulation, and there are no easements or rights of way to be assumed;

D. The County is the only member municipality of the Commission that has entered into any Contracts; and

E. The County and the Commission enter into this Master Transfer Agreement to give effect to the terms of Sections 5.1 and 7 of the Regulation.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties have agreed as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

(a) “Agreement” means this agreement and all amendments made hereto by written agreement between the County and the Commission;

(b) “Business Day” means a calendar day, excluding Saturdays, Sundays and statutory holidays observed in Alberta;
(c) "Laws" means any law, bylaw, rule, regulation, policy, order, directive or guideline, and any judicial or administrative interpretation thereof, in each case having the force of law on the date of this Agreement;

(d) "Party" means both the County and Commission and "Party" means either of them, as the context requires; and

(e) "this Agreement", "herein", "hereto", "hereof" and similar expressions mean and refer to this Agreement of Purchase and Sale.

1.2 Headings

The expressions “Article”, “section”, “subsection”, “clause”, “subclause”, “paragraph” and “Schedule” followed by a number or letter or combination thereof mean and refer to the specified article, section, subsection, clause, subclause, paragraph and schedule of or to this Agreement.

1.3 Interpretation Not Affected by Headings

The division of this Agreement into Articles, sections, subsections, clauses, subclauses and paragraphs and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Included Words

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and vice versa, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders.

ARTICLE 2
TRANSFER AND ASSUMPTION

2.1 Closing

Closing shall take place on _____ day of ______________, 20 _____ (the “Closing Date”), but shall be deemed effective as of the 10th day of April, 2018 (the “Effective Date”).

2.2 Requirements for Transfer and Assumption

In order to effect the transfer of Assets and assumption of Contracts as required by the Regulation, the following must be completed on or before the Closing Date:

(a) Assignment of Contracts entered into by the County and Commission;

(b) General Conveyance entered into by the County and Commission;

(c) Transfer of Land executed by the County and duly registered with respect to that land legally described as follows for Lift Station #1:

PLAN 1522208
BLOCK 3
LOT 31
EXCEPTING THEREOUT ALL MINES AN MINERALS
AREA: 0.438 HECTARES (1.08 ACRES) MORE OR LESS
(d) Transfer of Land executed by the County and duly registered with respect to that land legally described as follows for Lift Station #2:

PLAN 1325110
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.27 HECTARES (0.67 ACRES) MORE OR LESS

(e) GST Form 44 must signed by the County and Commission and submitted to the Canada Revenue Agency by the Commission.

2.3 Miscellaneous Interests

The County shall deliver to the Commission on or before the Closing Date the original copies of all contracts, agreements, records, invoices, books, documents, licences, reports and data with respect to the Assets and the Contracts which are now in the possession of the County or of which it gains possession prior to the Closing Date. Notwithstanding the foregoing, if and to the extent such contracts, agreements, records, invoices, books, documents, licences, reports and data also pertain to interests other than the Assets and the Contracts, photocopies or other copies may be provided to the Commission in lieu of original copies.

2.4 Purchase Price

The purchase price payable by the Commission to the County for the Assets and Contracts shall be $1.00 plus any applicable taxes (the “Purchase Price”). At the Effective Date, the Commission shall be solely responsible for all sales taxes, transfer taxes, fees, charges, levies or similar assessments which may be imposed by any governmental authority and pertaining to its acquisition of the Assets or the assumption of the Contracts and shall remit any such amounts to the applicable governmental authority according to Law.

ARTICLE 3
GENERAL

3.1 Further Assurances

Each Party will, from time to time and at all times after Closing, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement. This will include the provision of any consents or approvals which may be required to authorize the transaction, and which may not have been known to the Parties at or before the Closing Date.

3.2 No Merger

The covenants, representations, warranties and indemnities contained in this Agreement shall be deemed to be restated in any and all assignments, conveyances, transfers and other documents conveying the interests of the County in and to the Assets and the Contracts to the Commission, subject to any and all time and other limitations contained in this Agreement. There shall not be any merger of any covenant, representation, warranty or indemnity in such assignments, conveyances, transfers and other documents notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.

3.3 Subrogation

The assignee and conveyance to be effected by this Agreement is made with full right of substitution and subrogation of the Commission in and to all covenants, representations, warranties and indemnities previously given or made by others in respect of the Assets and the Contracts or any part or portion thereof.
3.4 **Governing Law**

This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and applicable laws of Canada and shall, in all respects, be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of or in connection with this Agreement.

3.5 **Enurement**

This Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may be unreasonably and arbitrarily withheld. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

3.6 **Time of Essence**

Time shall be of the essence in this Agreement.

3.7 **Notices**

The addresses for service and the fax numbers of the Parties shall be as follows:

County - County of Wetaskiwin No. 10
PO Box 6960
Wetaskiwin, AB T9A 2G5
Fax: 403-352-3321
Attention: _______________________
Email: _______________________

Commission - South Pigeon Lake Regional Wastewater Services Commission
Box 6960
Wetaskiwin, AB T9A 2G5
Fax: 780-352-3486
Attention: _______________________
Email: _______________________

All notices, communications and statements required, permitted or contemplated hereunder shall be in writing, and shall be delivered as follows:

(a) by personal service on a Party at the address of such Party set out above, in which case the item so served shall be deemed to have been received by that Party when personally served;

(b) by facsimile transmission to a Party to the fax number of such Party set out above, in which case the item so transmitted shall be deemed to have been received by that Party when transmitted, provided that a receipt confirmation report is produced;

(c) by email transmission to a Party to the email address of such Party set out above, in which case the item so transmitted shall be deemed to have been received by that Party when transmitted, provided that no receipt rejection or mail undelivered report is produced; or

(d) except in the event of an actual or threatened postal strike or other labour disruption that may affect mail service, by mailing first class registered post, postage prepaid, to a Party at the address of such Party set out above, in which case the item so mailed shall be deemed to have been
received by that Party on the third Business Day following the date of mailing (the date of mailing being the Business Day immediately prior to the postmarked date of the envelope containing the notice, communication or statement or if the subject envelope has been lost or destroyed, the date of such notice, communication or statement or if undated the date of the transmittal letter accompanying the same).

A Party may from time to time change its address for service, its fax number, or its email address or any or all of them by giving written notice of such change to the other Party.

3.8 Invalidity of Provisions

In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

3.9 Waiver

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver of any provision of this Agreement, including without limitation, this section, shall be effective otherwise than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of the Party making such waiver.

3.10 Amendment

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.

3.11 Agreement not Severable

This Agreement extends to the whole of the Assets and the Contracts and is not severable without Commission’s express written consent or as otherwise herein provided.

3.12 Execution and Delivery

This Agreement may be executed in counterpart and delivered by facsimile transmission, electronic transmission, in portable document format or such similar method, each copy of which so executed shall be deemed to be an original.
IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

COUNTY OF WETASKWIN NO. 10
Per: ______________________
Per: ______________________

SOUTH PIGEON LAKE REGIONAL WASTEWATER SERVICES COMMISSION
Per: ______________________
Per: ______________________
SPL Bylaw 201901-Report

Meeting Date (Report Reference Only): 2019/11/28

Meeting (Report Reference Only): Pigeon Lake Regional Wastewater Planning

Background

The Municipal Government Act, Statutes of Alberta 2000, Section 602.07 “By-laws” states; “that the Board of a commission must pass bylaws respecting the appointment of its directors and the designation of its chair.”

Recommendations

Administration recommends that the Directors of the South Pigeon Lake Regional Wastewater Commission approve three readings of Bylaw 2019/01, for the purposes of establishing the makeup of the Board of Directors and providing for the designation of the Chairperson of the Commission.

Recommended Resolution

that the Directors of the South Pigeon Lake Regional Wastewater Commission approve three readings of Bylaw 2019/01, for the purposes of establishing the makeup of the Board of Directors and providing for the designation of the Chairperson of the Commission.

That Bylaw 2019/01 be given First Reading.

That Bylaw 2019/01 be given Second Reading.

That Bylaw 2019/01 be presented for Third Reading.

That Bylaw 2019/01 be given Third Reading and it be declared finally passed and the Chairman and the Commission Manager be authorized to sign and affix thereto the corporate seal of the South Pigeon Lake Regional Wastewater Commission.
BY-LAW NUMBER 2019/01

BY-LAW NO. 2019/01 is a By-law of the South Pigeon Lake Regional Wastewater Commission, in the Province of Alberta, respecting the appointment of a board of directors and designation of the chairperson of the South Pigeon Lake Regional Wastewater Commission.

WHEREAS: the South Pigeon Lake Regional Wastewater Commission has been established by Alberta Regulation No. 44/2018,

AND WHEREAS: the first Board of Directors and Chairperson of the South Pigeon Lake Regional Wastewater Commission was appointed through Ministerial Order No. MSL:049/18, in accordance with the Municipal Government Act,

AND WHEREAS: pursuant to Section 602.07(1) (a) of the Municipal Government Act, the South Pigeon Lake Regional Wastewater Commission must pass a bylaw respecting the appointment of its Directors and the designation of its Chair,

AND WHEREAS: a bylaw passed under Section 602.07(1) (a) of the Municipal Government Act must be approved by the Minister of Municipal Affairs before coming into force,

NOW THEREFORE: the Board of Directors of the South Pigeon Lake Regional Wastewater Commission enacts the following:

1. DEFINITIONS
   1.2. “Board” means the Board of Directors of the Commission;
   1.3. “Chair” means the Chairperson of the Board;
   1.4. “Commission” means the South Pigeon Lake Regional Wastewater Commission;
   1.5. “Director” means a person appointed to the Board of Directors of the Commission in accordance with this Bylaw;
   1.6. “Member” or “Members” means the member municipal authorities as set out in the Regulation;
   1.7. “Regulation” means Alberta Regulation No. 44/2018

2. BOARD OF DIRECTORS
   2.1. The Board shall consist of six Directors that shall be appointed as follows:
       2.1.1. One Director, whom shall be an elected official, from each member of the Commission.
       2.2. The appointment of a Director may be revoked by the majority vote of Directors.
       2.3. A Member may revoke the appointment of its appointed Director, and may appoint a replacement Director by the provision of a resolution of the relevant Member.
       2.4. Upon any Director no longer being an elected official of the Member, the said Director shall be deemed to no longer be a Director and his or her resignation is deemed to have been effected as of the date ceasing to be an elected official.
       2.4. Within thirty (30) days of a Director no longer being deemed to be a Director as stated in Section 2.3 hereof, the Member that appointed the former Director shall provide a resolution certified by its chief administrative officer appointing a new Director in his or her place.
2.5 An annual organizational meeting will be held where the appointment of the Chair and Vice-Chair will be decided by an election among the Directors.

2.6 The term of office for the Chair and Vice-Chair will be a period between organizational meetings which is not to exceed a period of eighteen (18) months.

3. AMENDMENTS

3.1. In accordance with section 191(2) of the Act, a bylaw to amend this Bylaw does not come into force until the bylaw is passed:
   3.1.1. By a majority of the Directors of the Board; and
   3.1.2. Approved by the Minister of Municipal Affairs.

3.2. Any amendments considered being made to this Bylaw shall be brought up at the annual organizational meeting.

READ : A First time this _____ day of November, A.D., 2019.

READ: A Second time this _____ day of November, A.D., 2019.

READ: A Third time and finally passed this _____ day of November, A.D., 2019.

__________________________
CHAIRPERSON

__________________________
COMMISSION MANAGER

Approved by the Minister of Municipal Affairs pursuant to Section 602.07(2) of the Municipal Government Act, this __________ day of _________________, A.D., 20__.

__________________________
MINISTER OF MUNICIPAL AFFAIRS
SPL Bylaw 2019/02-Report

Meeting Date (Report Reference Only): 2019/11/28

Meeting (Report Reference Only): Pigeon Lake Regional Wastewater Planning

Background

The Municipal Government Act, Statutes of Alberta 2000, Section 602.07(3) (b) states; “The Board of a Commission may pass bylaws governing the administration of the Commission.”

Recommendations

Administration recommends that the Directors of the South Pigeon Lake Regional Wastewater Commission approve three readings of Bylaw 2019/02, for the purposes of outlining the administrative governance of the Commission.

Recommended Resolution

That the Directors of the South Pigeon Lake Regional Wastewater Commission approve three readings of Bylaw 2019/02, for the purposes of outlining the administrative governance of the Commission.

That Bylaw 2019/02 be given First Reading.

That Bylaw 2019/02 be given Second Reading.

That Bylaw 2019/02 be presented for Third Reading.

That Bylaw 2019/02 be given Third Reading and that it be declared finally passed and the Chairman and the Commission Manager be authorized to sign and affix thereto the corporate seal of the South Pigeon Lake Regional Wastewater Commission.
BY-LAW NUMBER 2019/02

BY-LAW NO. 2019/02 is a By-law of the South Pigeon Lake Regional Wastewater Commission, in the Province of Alberta, respecting the governance of administration of the Commission.

WHEREAS: pursuant to section 602.07(3) (b) of the Municipal Government Act, the South Pigeon Lake Regional Wastewater Commission may pass a bylaw governing the administration of the Commission,

NOW THEREFORE: the Board of Directors of the South Pigeon Lake Regional Wastewater Commission enacts the following:

1. DEFINITIONS
   1.2. “Additional Capital Contribution” has the meaning as ascribed thereto in the Membership Agreement;
   1.3. “Auditor” means that auditor as appointed pursuant to Section 9.02 of this Bylaw;
   1.4. “Board” means the Board of Directors of the Commission;
   1.5. “Chair” means the Chairperson of the Board;
   1.6. “Commission” means the South Pigeon Lake Regional Wastewater Commission;
   1.7. “Director” means a person appointed to the Board of Directors in accordance with By-law No. 2019/01
   1.8. “Manager” means the person appointed by the Board as manager in accordance with this Bylaw;
   1.9. “Member” or “Members” means the member municipal authorities as set out in the Regulation;
   1.10. "Officers" means the officer(s) as appointed and/or determined by the Board in accordance with this Bylaw;
   1.11. "Operating Budget" means the operating budget of the Commission, required by the Act;
   1.12. "Minister" means the Minister of Municipal Affairs;
   1.13. "Regular Meeting" means the meetings of the Board to be held in accordance with Section 6.05 hereof;
   1.14. "Special Meeting" means the meeting of the Board to be held in accordance with Section 6.06 hereof;
   1.15. "Wastewater Services" means the treatment of wastewater in accordance with any wastewater services agreement between the Commission on and a Member of the same.
2. OBJECTIVES OF COMMISSION

2.1. The objectives of the Commission are:

2.1.1. the financing, development and operation of a regional Wastewater force main, together with related transmission system;

2.1.2. to provide Wastewater Services to the Members as set forth in any wastewater services agreement between the Commission and the Members; and

2.1.3. to provide Wastewater Services to other customers on such terms and conditions as the Commission may determine, as long as the Wastewater Services that are to be provided to these customers are:

2.1.3.1. within the municipal boundaries of the Members; or

2.1.3.2. if not within the municipal boundaries of the Members, the Commission has, pursuant to Section 602.11(b) of the Act, first obtained the prior written consent from:

2.1.3.2.1. the Minister of Municipal Affairs; and

2.1.3.2.2. the municipality whereby the Commission proposes the services being provided.

3. COMMISSION MANAGEMENT

3.1. Subject to any Membership Agreement to the contrary, the management of the Commission shall be vested in the Board.

4. BOARD OF DIRECTORS

4.1. The proceedings of the Board shall be conducted in accordance with the Act and this Bylaw.

4.2. The Board shall be appointed in accordance with By-law No. 2019/01.

4.3. A Member may revoke the appointment of its appointed Director in accordance with By-law No. 2019/01.

4.4. The Directors shall elect, from amongst the Board, the Chair and the Vice-Chair, in accordance with By-law No. 2019/01.

4.5. The Board, by resolution, may establish the date and number of Regular Meetings held during a year; however, there shall be not less than two (2) Regular Meetings per year.

4.6. The Board shall call a Special Meeting upon receipt of written request by at least three (3) Directors.

4.7. Notice of the time and place of every Board meeting shall be given to each Director personally, by telephone or by electronic
means, not less than fourteen (14) days before the time fixed for the holding of said Board meeting.

4.8. A Director may participate in a Board meeting by means of telephone conference of other electronic communication that permits each of the Directors to hear and be heard by each of the other Directors.

4.9. A majority vote shall be required for all matters properly placed on a meeting agenda, and every question put to the Board shall be decided in the first instance by a show of hands unless any participant of the meeting has demanded a poll.

4.9.1. Upon a show of hands, each Director shall have one vote and, unless a poll has been demanded, a declaration by the Chair that a resolution has been carried or not carried and any entry to that effect in the minutes of the Commission shall be sufficient evidence of the fact.

4.9.2. If any Director has participated in the meeting via electronic communication or telephone conference, then that Director’s votes shall be recorded by a yea or nay vote.

4.10. A quorum of the Board shall be a majority of the Directors.

4.11. The Directors may receive meeting fees and expenses, including travel, for attending any Board meeting or for carrying out any Director’s responsibilities, as permitted by the rates and fees set out by either policy or resolution.

4.12. Each meeting of the Board must be held in public, subject to Section 602.08(2) of the Act.

4.13. When a meeting is closed to the public, no resolution or bylaw of the Board may be passed, except a resolution to revert to a meeting held in public.

5. DUTIES OF THE BOARD

5.1. Without limitation of any of the powers accorded to the Directors in the Act or otherwise, the Directors shall have the following specific duties:

5.1.1. the Board shall formulate programs, policies, procedures, rules, and regulations concerning all aspects of the Commission in accordance with the Act;

5.1.2. the Board may, from time to time, establish rates for the payment of remuneration to its officers and Directors, and the Board may reimburse Directors, officers, employees, or any other persons for expenses incurred on behalf of the Board; and
5.1.3. the Board may, from time to time, retain such consultants, engineers, managers, clerks, and agents as the Board may deem necessary.

6. ADMINISTRATION

6.1. There shall be a Chair, Vice-Chair, and Commission Manager appointed as Officers of the Board, as well as any such other Officers as determined by the Board’s discretion.

6.2. The Chair shall preside over each Regular Meeting and Special Meeting of the Board, and vote on all matters before the Board.

6.3. The Vice-Chair shall act and perform the duties of the Chair in the Chair’s absence, including presiding over any and all meetings that the Chair is absent from.

6.3.1. If both the Chair and Vice-Chair are absent from a meeting, a Director appointed by the Board by resolution for that purpose shall exercise the duties and powers of the Chair.

6.4. The Commission Manager shall act as the administrative head of the Commission and shall:

6.4.1. provide recommendations to the Board on policies and programs, and ensure that the policies and programs of the Commission are implemented;

6.4.2. advice and inform the Board on the operations and affairs of the Commission;

6.4.3. maintain custody of the seal of the Commission and, when required on any instrument requiring the seal of the Commission, affix the same together with the Chair or the Vice-Chair and further in the presence of a Director;

6.4.4. perform the duties and exercise the powers assigned to the Manager in this Bylaw, in the Act, or under any other applicable regulation;

6.4.5. cause the funds of the Commission to be received and disbursed in accordance with the directions of the Board, subject to this Bylaw;

6.4.6. cause detailed accounts of all income and expenditures including proper vouchers to be kept for all disbursements of the Commission;

6.4.7. cause to be rendered to the Board at Regular Meetings or whenever required by the Board an account of all transactions of the Commission and the financial position of the Commission;
6.4.8. cause notices to be given to Members and to Directors required by this bylaw;
6.4.9. cause all facts and minutes of all proceedings to be kept on all meetings of the Commission;
6.4.10. cause to be kept all books, papers, records, correspondence, contracts, and other documents belonging to the Commission and shall cause the same to be delivered when required by the Act or when authorized by the Board to such person as may be named by the Board;
6.4.11. carry out any lawful direction of the Board from time to time; and
6.4.12. hire all employees as necessary in carrying out the business of the Commission.

6.5. The Board may select as Manager, on such terms and conditions as may be acceptable to the Board:
6.5.1. an individual that is an employee of a Member;
6.5.2. an individual that is an employee of the Commission; or
6.5.3. an individual, municipality, or firm engaged on a contractual basis;

6.6. The Board may, from time to time, appoint an acting manager who shall be authorized, in the absence of the Manager, to perform the Manager’s duties as set out in this Bylaw.

7. BOOKS, RECORDS, AND FINANCIAL REPORTING

7.1. The Board shall cause to be kept proper books of account and records; these, together with all papers and other documents relating to the Commission, shall be kept at the office of the Commission and shall be open during reasonable business hours to the inspection and examination of every Director.

7.2. The Board shall appoint an auditor or auditors who shall audit the accounts and affairs of the Commission in accordance with the requirements of the Act.

7.3. The Board shall cause minutes to be made for the purpose of recording all resolutions passed and of all proceedings of any meeting of the Board; the names of all persons present at each meeting shall be recorded.

7.4. The Board shall ensure that the requirements of the Act relating to the delivery of reports, returns, financial statements, and information to the Municipalities and the Minister are met.
8. CHANGE IN MEMBERSHIP

8.1. Subject to the approval of the Minister and the other Members of the Commission, the Commission may agree to the addition of another municipality as a Member of the Commission if sufficient capacity for the supply of Wastewater Services is available, in the sole discretion of the Commission.

8.2. A new Member shall be required to pay such an amount that the Commission shall deem as reasonable, which may include but shall not be limited to:

8.2.1. a one-time membership fee to the Commission reflecting a proportionate share of the formation costs of the Commission, plus applicable debt-service costs;
8.2.2. the proportionate share of the capital costs of the Wastewater system delivery;
8.2.3. any costs related to the new Member connecting to the system; and
8.2.4. any other cost that may be reasonably charged at the time by the Commission.

9. SEVERANCE

9.1. Should any article, section, or part of this Bylaw be found to be improperly enacted or ultra vires, for any reason, then such article, section, or part shall be regarded as being severable from the Bylaw and the Bylaw remaining after such severance shall be effective and enforceable.

READ : A First time this _____ day of November, A.D., 2019.

READ: A Second time this _____ day of November, A.D., 2019.

READ: A Third time and finally passed this _____ day of November, A.D., 2019.

__________________________
CHAIRPERSON

__________________________
COMMISSION MANAGER
Background

On November 22, 2019, Administration received correspondence from Commission Member D. Davidson regarding a proposed administrative process for allocating costs relating to connecting pipelines that are owned by the Commission. A copy of this correspondence has been provided for the Commission’s review.

Recommendations

Administration recommends that the South Pigeon Lake Regional Wastewater Commission review and discuss the correspondence, and, further, that they provide Administration with direction on if and how they would like to see this process proceed.

Recommended Resolution

that the South Pigeon Lake Regional Wastewater Commission review and discuss the correspondence and, further, that they provide Administration with direction on if and how they would like to see this process proceed.
SOUTH PIGEON LAKE REGIONAL WASTEWATER COMMISSION

RECOMMENDATION FOR THE ADMINISTRATION OF CONNECTING PIPELINES

Background:

There are currently 4 connecting pipelines to the Regional Pump Stations which are owned by the Commission. These are:

- the Range Road 14 connecting pipeline which services the County of Wetaskiwin (County), the Summer Village of Grandview (Grandview) and the Summer Village of Poplar Bay (Poplar Bay);
- the Range Road 11 connecting pipeline which services the County and the Summer Village of Crystal Springs (Crystal Springs);
- the Range Road connecting pipeline which services the County and the Summer Village of Norris Beach; and
- the Hwy 13 connecting pipeline which services the Summer Village of Ma Me O Beach.

There are differences in the quality of fluids being pumped through these pipelines which will affect the frequency of any routine maintenance (flushing) in the connecting pipelines as well as the lines within the municipal infrastructure. For efficiency, the flushing of pipeline segments should be coordinated to include both the municipal lines and also the regional connecting line to ensure any buildup of solids is efficiently removed through the entire flow path.

This recommendation provides an administrative process which will simplify the budgeting and equitable allocation of costs to the municipalities. It will also improve the process for maintenance operations for the municipal pipelines which should be serviced in conjunction with regional line operations. It also recognizes the extra costs incurred by some municipalities in putting filtered effluent into the pipeline system by providing a fair allocation of costs.

Recommendation:

It is recommended that the operating, maintenance and future capital costs for any connecting pipeline be the responsibility of those municipalities using that pipeline for connection to the Regional facilities. The allocation of these costs would be based on the lot counts in each municipality using that line with the specific allocation to be determined by the pertinent municipalities.

Discussion:

1. **Flushing operations**: the most efficient flushing operation for each pipeline segment would be to start at the municipal end and continue through each connected municipality and then finish with the regional connecting pipeline. This would eliminate the possibility of sediment flooding into the “flushed” pipeline from a municipal line which was not flushed. The requirement for
flushing operations would depend on the quality of the fluid (grinder or STEP) and the usage of the line. When the pertinent municipalities agree that the lines in that pipeline segment require flushing, the most efficient process would be to have all flushing operations completed under one contract. The costs for such maintenance would be then charged to those municipalities based on the basis of lot counts. As such, each of the 4 pipelines would have a predetermined charging allocation. As a simple hypothetical example, if there were 3 municipalities using a particular connecting pipeline with each having the same number of lots, the cost sharing would be each having one third of the costs. If the lot count was different, then the allocation would be proportionally different. Any specific adjustments to the allocation procedure would under agreement under the pertinent municipalities.

2. **Other Maintenance costs**: these costs would likewise be allocated to only those municipalities using the pertinent connecting pipeline based on lot count.

3. **Future Capital Costs**: Capital costs relating to pipeline expansion or replacement would be allocated to those municipalities requiring the expansion based on lot count. As an example, if Municipality “A” required an expansion due to increased needs, and if no other municipality needed additional capacity, then only Municipality A would be responsible for the costs.

4. **Budgeting process**: In the Regional Commission Budget, a placeholder amount would be budgeted each year however the costs would be allocated to municipalities based on actual costs incurred for each pipeline segment.

Submitted to the SPLRWWC by Don Davidson, November 22, 2019
Background

At the November 15, 2018 Pigeon Lake Regional Wastewater Planning Committee meeting, the Committee approved the 2019 Operational Budget as presented with a $0.00 balanced budget including a total of $181,285.85 in expenses. (Ref. Resolution #PL20181204.1007)

The current operational costs of Phase 1 of the Pigeon Lake Regional Wastewater System, as of November 15, 2019 have been provided to the Committee for their review. As the Committee is aware, operational costs for Phase 1 of the Pigeon Lake Regional Wastewater System are allocated amongst the member municipalities based upon the proportionate usage of each municipality by volume as contained within the current Operations Agreement between the County of Wetaskiwin and the Summer Villages of Crystal Springs, Grandview, Ma-Me-O Beach, Norris Beach, and Poplar Bay, as well as the County of Wetaskiwin.

Furthermore, it is important to note that transfers for insurance expenses and all capital replacement costs have not be made as of November 15, 2019, but will done by December 31, 2019. Additionally, it is important to note that these operational costs are for approximately ten and a half months of full operations from January 1, 2019 to November 15, 2019. The 2019 actuals appear to be in line with the values used in the approved 2019 Operating Budget, except in the case of repairs, salaries and equipment costs. The actuals are currently over the budgeted amount because of unexpected costs to repair the muffin monster grinder pump at lift station one. Communication costs were lower than expected because of the changes to the communication system. Minor changes are proposed for the 2020 Operational Budget that will be deliberated later.

In closing, the operations of Phase 1 of the Pigeon Lake Regional Wastewater System appears to being operating effectively and on budget where unexpected costs did not occur.

Recommendations
Administration recommends that the Pigeon Lake Regional Wastewater Planning Committee accept the 2019 Budget Variance Report as information.

**Recommended Resolution**

that the Pigeon Lake Regional Wastewater Planning Committee accept the 2019 Budget Variance Report as information.
## Budget 2019 Actual 2019 Variance (%)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Budget 2019</th>
<th>Actual 2019</th>
<th>Variance (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSUT1000</td>
<td>SOUTH SIDE SEWER-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ADMINISTRATION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>131</td>
<td>EMPLOYEE BENEFITS</td>
<td>3,500</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>111</td>
<td>SALARIES &amp; BENEFITS</td>
<td>15,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>18,500</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>239</td>
<td>CONTRACT PAYMENTS</td>
<td>9,000</td>
<td>4,500</td>
<td>50%</td>
</tr>
<tr>
<td>232</td>
<td>LEGAL SERVICES</td>
<td>7,500</td>
<td>205</td>
<td>3%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>16,500</td>
<td>4,705</td>
<td>29%</td>
</tr>
<tr>
<td>515</td>
<td>GENERAL SUPPLIES</td>
<td>220</td>
<td>867</td>
<td>394%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>220</td>
<td>867</td>
<td>394%</td>
</tr>
<tr>
<td>762</td>
<td>CNTY TRANS TO CAPITAL RES</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>764</td>
<td>TRANSFER TO OPER RESERVES</td>
<td>20,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>20,000</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Total Expense</td>
<td></td>
<td>55,220</td>
<td>5,571</td>
<td>10%</td>
</tr>
<tr>
<td>355</td>
<td>COST SHARING REVENUE</td>
<td>181,286</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td>SERVICES TO OTHERS</td>
<td>181,286</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Total Revenue</td>
<td></td>
<td>181,286</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Excess</td>
<td></td>
<td>126,066</td>
<td>-5,571</td>
<td>-4%</td>
</tr>
<tr>
<td>SSUT1010</td>
<td>SOUTH SIDE SEWER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SYSTEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>131</td>
<td>EMPLOYEE BENEFITS</td>
<td>2,000</td>
<td>4,882</td>
<td>244%</td>
</tr>
<tr>
<td>111</td>
<td>SALARIES &amp; BENEFITS</td>
<td>8,800</td>
<td>28,598</td>
<td>325%</td>
</tr>
<tr>
<td>111</td>
<td>UTILITIES CALL OUT</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>10,800</td>
<td>33,480</td>
<td>310%</td>
</tr>
<tr>
<td>217</td>
<td>COMMUNICATIONS</td>
<td>35,000</td>
<td>11,188</td>
<td>32%</td>
</tr>
<tr>
<td>239</td>
<td>CONTRACT PAYMENTS</td>
<td>18,254</td>
<td>17,529</td>
<td>96%</td>
</tr>
<tr>
<td>268</td>
<td>C10 EQUIPMENT COSTS (PY)</td>
<td>3,000</td>
<td>10,181</td>
<td>339%</td>
</tr>
<tr>
<td>274</td>
<td>INSURANCE PREMIUMS</td>
<td>10,612</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>253</td>
<td>REPAIRS-MACHINERY &amp; EQUIP</td>
<td>12,400</td>
<td>29,320</td>
<td>236%</td>
</tr>
<tr>
<td>251</td>
<td>REPAIRS-ENG STRUCTURES</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>79,266</td>
<td>68,217</td>
<td>86%</td>
</tr>
<tr>
<td>539</td>
<td>CONSTRUCTION GEN SUPPLIES</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>515</td>
<td>GENERAL SUPPLIES</td>
<td>3,500</td>
<td>10,660</td>
<td>305%</td>
</tr>
<tr>
<td>531</td>
<td>CHEMICAL AND SALT SUPPLIES</td>
<td>0</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>541</td>
<td>UTILITIES</td>
<td>32,500</td>
<td>37,008</td>
<td>114%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>36,000</td>
<td>47,668</td>
<td>132%</td>
</tr>
<tr>
<td>Total Expense</td>
<td></td>
<td>126,066</td>
<td>149,366</td>
<td>118%</td>
</tr>
<tr>
<td>Excess</td>
<td></td>
<td>-126,066</td>
<td>-149,366</td>
<td>118%</td>
</tr>
<tr>
<td>Description</td>
<td>FY 2021</td>
<td>FY 2022</td>
<td>Percentage</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>---------</td>
<td>---------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>5-4200-00 Total Wastewater Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>131 EMPLOYEE BENEFITS</td>
<td>5,500</td>
<td>4,882</td>
<td>89%</td>
<td></td>
</tr>
<tr>
<td>111 SALARIES &amp; BENEFITS</td>
<td>23,800</td>
<td>28,598</td>
<td>120%</td>
<td></td>
</tr>
<tr>
<td>111 UTILITIES CALL OUT</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>29,300</td>
<td>33,480</td>
<td>114%</td>
<td></td>
</tr>
<tr>
<td>217 COMMUNICATIONS</td>
<td>35,000</td>
<td>11,188</td>
<td>32%</td>
<td></td>
</tr>
<tr>
<td>239 CONTRACT PAYMENTS</td>
<td>27,254</td>
<td>22,029</td>
<td>81%</td>
<td></td>
</tr>
<tr>
<td>268 C10 EQUIPMENT COSTS (PY)</td>
<td>3,000</td>
<td>10,181</td>
<td>339%</td>
<td></td>
</tr>
<tr>
<td>274 INSURANCE PREMIUMS</td>
<td>10,612</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>232 LEGAL SERVICES</td>
<td>7,500</td>
<td>205</td>
<td>3%</td>
<td></td>
</tr>
<tr>
<td>253 REPAIRS-MACHINERY &amp; EQUIP</td>
<td>12,400</td>
<td>29,320</td>
<td>236%</td>
<td></td>
</tr>
<tr>
<td>251 REPAIRS-ENG STRUCTURES</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>95,766</td>
<td>72,922</td>
<td>76%</td>
<td></td>
</tr>
<tr>
<td>539 CONSTRUCTION GEN SUPPLIES</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>515 GENERAL SUPPLIES</td>
<td>3,720</td>
<td>11,527</td>
<td>310%</td>
<td></td>
</tr>
<tr>
<td>531 CHEMICAL AND SALT SUPPLIES</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>541 UTILITIES</td>
<td>32,500</td>
<td>37,008</td>
<td>114%</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>36,220</td>
<td>48,535</td>
<td>134%</td>
<td></td>
</tr>
<tr>
<td>762 CNTY TRANS TO CAPITAL RES</td>
<td>0</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>764 TRANSFER TO OPER RESERVES</td>
<td>20,000</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>20,000</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td>181,286</td>
<td>154,937</td>
<td>85%</td>
<td></td>
</tr>
<tr>
<td>355 COST SHARING REVENUE</td>
<td>181,286</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>SERVICES TO OTHERS</td>
<td>181,286</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>181,286</td>
<td>0</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td><strong>Excess</strong></td>
<td>0</td>
<td>-154,937</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>
**Background**

With the 2020 fiscal year fast approaching, an Operational Budget needs to be approved for the operations of the Regional Wastewater Line for the 2020 year.

As was discussed during the July 29, 2015 Pigeon Lake Regional Wastewater Planning Committee meeting, for subsequent years, the proportionate share of operational costs responsible will be recalculated based upon the actual percentage of usage from the previous year by each respective municipality and used to determine the actual costs charged by the Pigeon Lake Regional Wastewater Planning Committee to each respective municipality for the operational costs of the Regional Line under the ownership of the Committee and the Mulhurst Lagoon operational costs that are passed onto the Committee by the Northeast Pigeon Lake Regional Services Commission (NEPL).

However, at the December 4, 2018 Pigeon Lake Regional Wastewater Planning Committee meeting, a motion was passed to use the 2017 hauling percentages for both 2019 and 2020 budget years. (Resolution No. PL20181204.1007)

**2017 Hauling Totals**

County of Wetaskiwin: 58.67%

Crystal Springs: 8.26%

Grandview: 8.79%

Ma-Me-O Beach: 12.61%

Norris Beach: 4.24%

Poplar Bay: 7.43%
Administration notes that the proposed 2020 Operational Budget remains fairly stable in terms of both costs allocated to the respective municipalities due to the use of the 2017 hauling percentages, as well as in terms of an actual dollar amount other than a small cost of living adjustment and minor budget adjustments. Budget adjustments include: less dollars allocated to communications due to decreased telecommunication costs, an increase to equipment costs and salaries for repairs, no allocation for legal costs, an increase in utilities for a new liftstation, and a decreased allocation to insurance as per actual costs.

A copy of the proposed 2020 Operational Budget along with a breakdown of the total operational costs that each individual municipality is responsible for as estimated using the 2017 proportionate share percentages has been provided for review by the Committee.

Recommendations

Administration recommends that the Pigeon Lake Regional Wastewater Planning Committee approve the 2020 Operational Budget as presented with a $0 balanced budget including a total of $192,500 in expenses, with the cost allocation amongst the Member Municipalities being based on the 2017 hauling percentages.

Recommended Resolution

that the South Pigeon Lake Regional Wastewater Commission accept the 2020 Operating and Capital Budgets as presented.
## 2020 Cost Share Values

<table>
<thead>
<tr>
<th>Using 2017 Totals</th>
<th>Percentage</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SV of Crystal Springs</td>
<td>8.26%</td>
<td>15,900.50</td>
</tr>
<tr>
<td>SV of Grandview</td>
<td>8.79%</td>
<td>16,920.75</td>
</tr>
<tr>
<td>SV of MaMeO</td>
<td>12.61%</td>
<td>24,274.25</td>
</tr>
<tr>
<td>SV of Norris Beach</td>
<td>4.24%</td>
<td>8,162.00</td>
</tr>
<tr>
<td>SV of Poplar Bay</td>
<td>7.43%</td>
<td>14,302.75</td>
</tr>
<tr>
<td>County of Wetaskiwin</td>
<td>58.67%</td>
<td>112,939.75</td>
</tr>
<tr>
<td><strong>Total Percentage</strong></td>
<td><strong>100.00%</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>192,500.00</strong></td>
</tr>
</tbody>
</table>

$ 192,500.00$
## County of Wetaskiwin
5-4200 - SS Wastewater Services OPS Budget

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget 2019</th>
<th>Actual 2019</th>
<th>Budget 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-SSUT1000 - SOUTH SIDE SEWER-ADM...</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-BEN - 131 EMPLOYEE BENEFITS</td>
<td>3,500</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2-SAL - 111 SALARIES &amp; BENEFITS</td>
<td>15,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2-100 - SALARIES WAGES &amp; BENEFITS</td>
<td>18,500</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2-CONT - 239 CONTRACT PAYMENTS</td>
<td>9,000</td>
<td>4,500</td>
<td>9,000</td>
</tr>
<tr>
<td>2-LEG - 232 LEGAL SERVICES</td>
<td>7,500</td>
<td>205</td>
<td>0</td>
</tr>
<tr>
<td>2-200 - CONTRACTED &amp; GENERAL SERVICES</td>
<td>16,500</td>
<td>4,705</td>
<td>9,000</td>
</tr>
<tr>
<td>2-SUPG - 515 GENERAL SUPPLIES</td>
<td>220</td>
<td>867</td>
<td>1,000</td>
</tr>
<tr>
<td>2-500 - MATERIALS SUPPLIES UTILITIES</td>
<td>220</td>
<td>867</td>
<td>1,000</td>
</tr>
<tr>
<td>2-ACAP - 762 CNTY TRANS TO CAPITAL ...</td>
<td>0</td>
<td>0</td>
<td>20,000</td>
</tr>
<tr>
<td>2-RSRV - 764 TRANSFER TO OPER RES...</td>
<td>20,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2-700 - TRANSFERS</td>
<td>20,000</td>
<td>0</td>
<td>20,000</td>
</tr>
<tr>
<td>2 - Expense</td>
<td>55,220</td>
<td>5,571</td>
<td>30,000</td>
</tr>
<tr>
<td>1-CSHR - 355 COST SHARING REVENUE</td>
<td>181,286</td>
<td>0</td>
<td>192,500</td>
</tr>
<tr>
<td>1-300 - SERVICES TO OTHERS</td>
<td>181,286</td>
<td>0</td>
<td>192,500</td>
</tr>
<tr>
<td>1 - Revenue</td>
<td>181,286</td>
<td>0</td>
<td>192,500</td>
</tr>
<tr>
<td>0 - Excess</td>
<td>126,066</td>
<td>-5,571</td>
<td>162,500</td>
</tr>
<tr>
<td>5-SSUT1010 - SOUTH SIDE SEWER SYS...</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-BEN - 131 EMPLOYEE BENEFITS</td>
<td>2,000</td>
<td>4,882</td>
<td>5,500</td>
</tr>
<tr>
<td>2-SAL - 111 SALARIES &amp; BENEFITS</td>
<td>8,800</td>
<td>28,598</td>
<td>32,000</td>
</tr>
<tr>
<td>2-100 - SALARIES WAGES &amp; BENEFITS</td>
<td>10,800</td>
<td>33,480</td>
<td>37,500</td>
</tr>
<tr>
<td>2-COMM - 217 COMMUNICATIONS</td>
<td>35,000</td>
<td>11,188</td>
<td>20,000</td>
</tr>
</tbody>
</table>
### County of Wetaskiwin

**5-4200 - SS Wastewater Services OPS Budget**

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget 2019</th>
<th>Actual 2019</th>
<th>Budget 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-SSUT 1010 - SOUTH SIDE SEWER SY...</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-CONT - 239 CONTRACT PAYMENTS</td>
<td>18,254</td>
<td>17,529</td>
<td>12,000</td>
</tr>
<tr>
<td>2-EQMT - 268 C10 EQUIPMENT COSTS (PY)</td>
<td>3,000</td>
<td>10,181</td>
<td>12,000</td>
</tr>
<tr>
<td>2-INS - 274 INSURANCE PREMIUMS</td>
<td>10,612</td>
<td>0</td>
<td>2,000</td>
</tr>
<tr>
<td>2-RME - 253 REPAIRS-MACHINERY &amp; EQ...</td>
<td>12,400</td>
<td>29,320</td>
<td>15,000</td>
</tr>
<tr>
<td>2-RMS - 251 REPAIRS-ENG STRUCTURES</td>
<td>0</td>
<td>0</td>
<td>2,500</td>
</tr>
<tr>
<td>2-200 - CONTRACTED &amp; GENERAL SERV...</td>
<td>79,266</td>
<td>68,217</td>
<td>63,500</td>
</tr>
<tr>
<td>2-SUPC - 539 CONSTRUCTION GEN SUP...</td>
<td>0</td>
<td>0</td>
<td>3,000</td>
</tr>
<tr>
<td>2-SUPG - 515 GENERAL SUPPLIES</td>
<td>3,500</td>
<td>10,660</td>
<td>2,500</td>
</tr>
<tr>
<td>2-SUPS - 531 CHEMICAL AND SALT SUP...</td>
<td>0</td>
<td>0</td>
<td>8,000</td>
</tr>
<tr>
<td>2-UTIL - 541 UTILITIES</td>
<td>32,500</td>
<td>37,008</td>
<td>48,000</td>
</tr>
<tr>
<td>2-500 - MATERIALS SUPPLIES UTILITIES</td>
<td>36,000</td>
<td>47,668</td>
<td>61,500</td>
</tr>
<tr>
<td>2 - Expense</td>
<td>126,066</td>
<td>149,366</td>
<td>162,500</td>
</tr>
<tr>
<td>0 - Excess</td>
<td>-126,066</td>
<td>-149,366</td>
<td>-162,500</td>
</tr>
</tbody>
</table>

**5-4200-00 - Wastewater Services**

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget 2019</th>
<th>Actual 2019</th>
<th>Budget 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-BEN - 131 EMPLOYEE BENEFITS</td>
<td>5,500</td>
<td>4,882</td>
<td>5,500</td>
</tr>
<tr>
<td>2-SAL - 111 SALARIES &amp; BENEFITS</td>
<td>23,800</td>
<td>28,598</td>
<td>32,000</td>
</tr>
<tr>
<td>2-100 - SALARIES WAGES &amp; BENEFITS</td>
<td>29,300</td>
<td>33,480</td>
<td>37,500</td>
</tr>
<tr>
<td>2-C O M M - 217 COMMUNICATIONS</td>
<td>35,000</td>
<td>11,188</td>
<td>20,000</td>
</tr>
<tr>
<td>2-CONT - 239 CONTRACT PAYMENTS</td>
<td>27,254</td>
<td>22,029</td>
<td>21,000</td>
</tr>
<tr>
<td>2-EQMT - 268 C10 EQUIPMENT COSTS (PY)</td>
<td>3,000</td>
<td>10,181</td>
<td>12,000</td>
</tr>
<tr>
<td>2-INS - 274 INSURANCE PREMIUMS</td>
<td>10,612</td>
<td>0</td>
<td>2,000</td>
</tr>
<tr>
<td>2-LEG - 232 LEGAL SERVICES</td>
<td>7,500</td>
<td>205</td>
<td>0</td>
</tr>
</tbody>
</table>
## County of Wetaskiwin
### 5-4200 - SS Wastewater Services OPS Budget

<table>
<thead>
<tr>
<th></th>
<th>Budget 2019</th>
<th>Actual 2019</th>
<th>Budget 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>5-4200-00 - Wastewater Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-RME - 253 REPAIRS-MACHINERY &amp; EQ...</td>
<td>12,400</td>
<td>29,320</td>
<td>15,000</td>
</tr>
<tr>
<td>2-RMS - 251 REPAIRS-ENG STRUCTURES</td>
<td>0</td>
<td>0</td>
<td>2,500</td>
</tr>
<tr>
<td>2-200 - CONTRACTED &amp; GENERAL SERV...</td>
<td>95,766</td>
<td>72,922</td>
<td>72,500</td>
</tr>
<tr>
<td>2-SUPC - 539 CONSTRUCTION GEN SUP...</td>
<td>0</td>
<td>0</td>
<td>3,000</td>
</tr>
<tr>
<td>2-SUPG - 515 GENERAL SUPPLIES</td>
<td>3,720</td>
<td>11,527</td>
<td>3,500</td>
</tr>
<tr>
<td>2-SUPS - 531 CHEMICAL AND SALT SUP...</td>
<td>0</td>
<td>0</td>
<td>8,000</td>
</tr>
<tr>
<td>2-UTIL - 541 UTILITIES</td>
<td>32,500</td>
<td>37,008</td>
<td>48,000</td>
</tr>
<tr>
<td>2-500 - MATERIALS SUPPLIES UTILITIES</td>
<td>36,220</td>
<td>48,535</td>
<td>62,500</td>
</tr>
<tr>
<td>2-ACAP - 762 CNTY TRANS TO CAPITAL ...</td>
<td>0</td>
<td>0</td>
<td>20,000</td>
</tr>
<tr>
<td>2-RSRV - 764 TRANSFER TO OPER RES...</td>
<td>20,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2-700 - TRANSFERS</td>
<td>20,000</td>
<td>0</td>
<td>20,000</td>
</tr>
<tr>
<td>2 - Expense</td>
<td>181,286</td>
<td>154,937</td>
<td>192,500</td>
</tr>
<tr>
<td>1-CSHR - 355 COST SHARING REVENUE</td>
<td>181,286</td>
<td>0</td>
<td>192,500</td>
</tr>
<tr>
<td>1-300 - SERVICES TO OTHERS</td>
<td>181,286</td>
<td>0</td>
<td>192,500</td>
</tr>
<tr>
<td>1 - Revenue</td>
<td>181,286</td>
<td>0</td>
<td>192,500</td>
</tr>
<tr>
<td>0 - Excess</td>
<td>0</td>
<td>-154,937</td>
<td>0</td>
</tr>
</tbody>
</table>
SOUTH SIDE SEWER SYSTEM - 217 COMMUNICATIONS - Budget 2020
Includes communication costs for Ralcomm, Telus and Red Deer Lock and Safe; SCADA and alarms
We are working to get our communication costs down with advances in Radio communication and SCADA.

SOUTH SIDE SEWER SYSTEM - 239 CONTRACT PAYMENTS - Budget 2020
For service agreements with lift station pump maintenance and repair; also for generator service maintenance and repair contracts.

SOUTH SIDE SEWER SYSTEM - 268 C10 EQUIPMENT COSTS (PY) - Budget 2020
Primarily for the Operator's trucks. Travel to and from the three sites and Mul lagoon if necessary.

SOUTH SIDE SEWER SYSTEM - 253 REPAIRS-MACHINERY & EQUIP - Budget 2020
For general repairs and maintenance work; includes routine maintenance programs and unforeseen.

SOUTH SIDE SEWER SYSTEM - 251 REPAIRS-ENG STRUCTURES - Budget 2020
General maintenance items as well as unforeseen repairs; includes using vac trucks to clean and flush; includes contracting out specialized work such as mechanical and electrical.

SOUTH SIDE SEWER SYSTEM - 539 CONSTRUCTION GEN SUPPLIES - Budget 2020
For construction of new utility shed; to store SCADA, tools, fall arrest, and manhole (CPE equipment); currently sitting on floor of Lift Station 1. Need to organize and get out of the way of the building operation.

SOUTH SIDE SEWER SYSTEM - 515 GENERAL SUPPLIES - Budget 2020
For general supplies and small repairs as needed.

SOUTH SIDE SEWER SYSTEM - 531 CHEMICAL AND SALT SUPPLIES - Budget 2020
The majority of the cost is for degreasing chemical agent. Applied to the wet well of all three lift stations. Grease comes from animal fats sent down the sewer system.

SOUTH SIDE SEWER SYSTEM - 541 UTILITIES - Budget 2020
An increase here to accommodate the new lift station coming online.
Costs approximately $4,000 per month for all three lift stations. Power and gas.
SPL Minutes Process-Report

Meeting Date (Report Reference Only): 2019/11/28

Meeting (Report Reference Only): Pigeon Lake Regional Wastewater Planning

Background

At the County of Wetaskiwin’s Council General Meeting held on June 6, 2019, Council resolved to contract with Transitional Solutions Inc. (TSI) to conduct a Service Capacity Review. At the meeting held on October 22, 2019, the final report of the Service Capacity Review was accepted by Council.

(Ref. Resolution No. CG20191022.008)

Also at the meeting held on October 22, 2019, Council resolved to adopt a number of recommendations from the final report. One recommendation adopted was: “Minutes should be recorded without comment. The Minutes should not be verbatim, but should only record the specific directions/decisions of Council. See Alberta Municipal Affairs handbook for examples.

(Ref. Resolution No. CG20191022.011)

Prior to forming as a Commission, minutes for the Pigeon Lake Regional Wastewater Planning Committee were recorded with comments beyond the specific directions/decisions of the Committee. Administration is now seeking direction from Commission Directors as to the process to undertake for minute taking at future Commission meetings.

Alternatives

There are three alternatives for Commission Directors to consider, which are as follows:

1. That the Commission direct Administration to modify the current minute taking procedure for Commission meetings to make it consistent with the new minute taking procedure for the County of Wetaskiwin.
2. That the Commission direct Administration to modify the current minute taking procedure in some other manner as decided by the Directors.
3. That the Commission accept this report as information.

Recommendations
Administration recommends that the Commission direct Administration to modify the current minute taking procedure for Commission meetings to make it consistent with the new minute taking procedure for the County of Wetaskiwin.

**Recommended Resolution**

that the Commission direct Administration to modify the current minute taking procedure for Commission meetings to make it consistent with the new minute taking procedure for the County of Wetaskiwin.