



AGENDA
Foothills Regional Services Commission
Landfill Operations

Monday September 27, 2021 at 9:30 a.m.
Foothills County Council Chambers/Zoom Virtual Meeting

*enclosure

1. CALL TO ORDER
2. ADDITIONS TO AGENDA
3. ADOPTION OF AGENDA
4. *ACCEPTANCE OF THE FRSC MINUTES FROM PREVIOUS MEETING
Recommendation: The minutes of the meeting held on Monday August 30, 2021 be accepted as presented.
5. *ACCOUNTS PAYABLE
Recommendation: The Accounts Payable dated September 27, 2021 in the amount of \$229,246.01 and be accepted for payment.
6. *TONNAGE REPORTS
Recommendation: The Tonnage Reports for the months of August 2021 be accepted as presented.
7. BUSINESS
 - A. Operations Update – Joe Angevine.
 - B. Excavator Repair – Joe Angevine.
 - C. *Preliminary Statement of Operating Revenues & Expenses dated August 31, 2021 – Christine Hummel.
 - D. *Bylaw review – Harry Riva Cambrin.
 - a. BYLAW NO. 003/2021
BEING A BYLAW RESPECTING THE SERVICES AND THE ORGANZIATIONAL STRUCTURE, POWERS, AND DUTIES OF THE COMMISSION.
 - b. BYLAW NO. 004/2021
BEING A BYLAW RESPECTING THE APPOINTMENT OF A BOARD OF DIRECTORS AND DESIGNATION OF THE CHAIRPERSON, THE PROCESS FOR CHANGING DIRECTORS AND CHAIRPERSONS, AND THE TERMS OF OFFICE FOR DIRECTORS AND CHAIRPERSONS.
 - c. BYLAW NO. 005/2021
BEING A BYLAW RESPECTING THE PROCESS FOR ADDING OR REMOVING MEMBERS OF THE COMMISSION.
 - d. BYLAW NO. 006/2021
BEING A BYLAW RESPECTING THE DISPOSAL OF THE COMMISSION’S ASSESTS, THE PROCESS FOR DIESTABLISHMENT OF THE COMMISSION AND THE TREATMENT OF LIABILITIES AND ASSETS UPON DIESTABLISHMENT OF THE COMMISSION.



AGENDA

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E.

F.

G. Round Table Discussion.

8. NEXT MEETING

Next scheduled meeting held on October ____, 2021 at 9:30 a.m.

9. ADJOURNMENT



MINUTES
Foothills Regional Services Commission
Landfill Operations

Monday August 30, 2021 at 9:30 a.m.
Zoom Virtual Meeting

-
- Officers: Harry Riva Cambrin, CAO
Christine Hummel, Director of Corporate Services
- Directors: Don Moore, Chair, High River Director
Cindy Holladay, Vice-Chair, Turner Valley Director
Delilah Miller, Foothills County Director
Matt Rockley, Okotoks Director Alternate
Brian Marconi, Black Diamond Director
Dave Mitchell, Nanton Director
- Staff: Joe Angevine, Landfill Manager
Courtney Russell, Landfill Coordinator
Sherri Barrett, Manager of Legislative Services
- Absent: Ed Sands, Town of Okotoks
- Guest: Paul Lyons, Okotoks Manager of Waste Services
- Meeting
Call to Order: Chair Don Moore called the meeting to order at 9:31 a.m.
- Additions: There was one deletion to the agenda. 7D. Solar Proposal Letter from Adeniyi Adeaga, Municipal Energy Manager.
- Agenda Adoption: **RESOLUTION 091/2021**
Moved by Director Brian Marconi that the agenda be accepted as amended.

CARRIED
- Minutes: **RESOLUTION 092/2021**
Moved by Director Cindy Holladay that the minutes of the meeting held on Monday June 21, 2021 be accepted with corrections.

CARRIED
- Accounts Payable: **RESOLUTION 093/2021**
Moved by Director Delilah Miller that the accounts payable dated July 29, 2021, in the amount of \$649,260.37 and August 30, 2021 in the amount of \$461,771.92 be accepted for payment.

CARRIED
- Tonnage Reports: **RESOLUTION 094/2021**
Moved by Director Dave Mitchell that the tonnage reports for the months of June and July 2021 be accepted as presented.

CARRIED
- Harry Riva Cambrin entered the meeting at 9:39 a.m.
- Operations Update: Joe Angevine discussed.
1. Hydrovac pad construction almost complete. Delays with the concrete contractor put the project behind. Office shack to be delivered this week with power hooked up next week. Training, testing & sampling ready to go. Will be advertised in the newspaper and step by step video placed on the Foothills LRRC website.
 2. Road rebuild complete, used crushed concrete material on site.



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3. New litter fencing complete, can be moved around with wheel loader.
4. Received 5 proposals for the Lifecycle Analysis, proposals forwarded to the TAG Group for comment. Scoring for all 5 proposals very close. Tetrattech had the top score and lowest cost.
5. Determined that the large Salvage Centre building can support the weight of solar panels, more information on proposal in September.

RESOLUTION 095/2021

Moved by Director Brian Marconi to accept the Operations Update for information.

CARRIED

Statement of
Operating Revenues
& Expenses:

Christine Hummel discussed.

RESOLUTION 096/2021

Moved by Director Dave Mitchell to accept the Statement of Operating Revenues and Expenses dated July 30, 2021.

CARRIED

Fee Bylaw:

BYLAW 002/2021 was introduced to the meeting to authorize the Hydrovac Slurry tipping fee for the Foothills Regional Landfill & Resource Recovery Centre for 2021.

RESOLUTION 097/2021

Director Brian Marconi moved first reading.

THE BYLAW WAS PASSED FOR ONE READING

RESOLUTION 098/2021

Director Cindy Holladay moved second reading.

THE BYLAW WAS PASSED FOR TWO READINGS

RESOLUTION 099/2021

Director Delilah Miller moved that BYLAW 002/2021 being the Tipping Fee Bylaw, be given third reading.

CARRIED UNANIMOUSLY

RESOLUTION 100/2021

Director Brian Marconi moved third reading.

THE BYLAW WAS PASSED

Cindy Holladay left the meeting at 10:15 a.m.

RESOLUTION 101/2021

Moved by Director Delilah Miller that the Board approve the purchase of two 40-yard roll off bins from Universal for \$21,690.00, including freight.

CARRIED

RESOLUTION 102/2021

Moved by Director Matt Rockley that the Board approve the Lifecycle Analysis proposal from Tetrattech for \$29,995.00.

CARRIED



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Bylaw Rewrite: BYLAW 003/2021 was introduced to the meeting to authorize a Bylaw Respecting the Services and the Organizational Structure, Powers, and Duties of the Commission for the Foothills Regional Services Commission.

RESOLUTION 103/2021

Director Delilah Miller moved first reading.

THE BYLAW WAS PASSED FOR ONE READING

BYLAW 004/2021 was introduced to the meeting to authorize a Bylaw Respecting the Appointment of a Board of Directors and Designation of the Chairperson, the Process for Changing Directors and Chairpersons, and the Terms of Office for Directors and Chairpersons for the Foothills Regional Service Commission.

RESOLUTION 104/2021

Director Brian Marconi moved first reading.

THE BYLAW WAS PASSED FOR ONE READING

BYLAW 005/2021 was introduced to the meeting to authorize a Bylaw Respecting the Process for Adding or Removing Members of the Commission for the Foothills Regional Services Commission.

RESOLUTION 105/2021

Director Dave Mitchell moved first reading.

THE BYLAW WAS PASSED FOR ONE READING

Cindy Holladay re-entered the meeting at 10:30 a.m.

BYLAW 006/2021 was introduced to the meeting to authorize a Bylaw Respecting the Disposal of the Commission's Assets, the Process for Disestablishment of the Commission and the Treatment of Liabilities and Assets Upon Disestablishment of the Commission for the Foothills Regional Services Commission.

RESOLUTION 106/2021

Director Delilah Miller moved first reading.

THE BYLAW WAS PASSED FOR ONE READING

TAG Meeting
Minutes:

RESOLUTION 107/2021

Moved by Director Dave Mitchell to approve the TAG meeting minutes dated April 1, 2021 and May 6, 2021 as presented.

CARRIED

Round Table discussion.

The next meeting held on Monday September 27, 2021 at 9:30 a.m. by virtual communications.

Adjournment:

RESOLUTION 108/2021

Moved by Director Don Moore that the meeting be adjourned at 10:48 a.m.

CARRIED



MINUTES
Foothills Regional Services Commission
Landfill Operations
Monday August 30, 2021 at 9:30 a.m.
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Chairman

CAO

FOOTHILLS REGIONAL SERVICES COMMISSION
Accounts for Approval
Cheque Run dated Septmeber 27, 2021

<u>Cheque No.</u>	<u>Payable to:</u>	<u>Amount Payable</u>
6798	ABC Waste Potties Ltd. Inv 26172, 26338 - portable toilet rental	\$ 551.25
6799	Angevine, Joe Aug/Sept Expenses	\$ 126.98
6800	Boschman, Tyler Inv LRRC-025,026,027,028 - website maintenance	\$ 1,050.00
6801	CDI Wash Services Inv 22622 - wash bay service	\$ 56.75
6802	Clean Harbors Canada Inc. Inv 1003852249, 100359275, 1003877256 - HHW	\$ 10,233.62
6803	Almeida, Marfco A.M. (Fams Services) Inv 20 - coffee service	\$ 559.25
6804	Finning International Inc. Inv 962111917 -ext lease warranty	\$ 1,510.03
6805	Foothills County Inv 29231 - Aug/21 expenses	\$ 144,751.34
6806	Gregg Distributors Co. Ltd. Inv 009-940254, 009-942870, 009-942871 - equip & shop supplies	\$ 2,105.91
6807	Highwood Lock & Key Ltd. Inv 420999, 620384, 420997 - key service	\$ 166.80
6808	Home Depot Credit Services Inv 7621056 - supplies	\$ 50.15
6809	Iron Edge Equipment Ltd. Inv 16282, 16339, 16340 - repairs	\$ 918.20
6810	Loc Doc Inv 15169 - fire dept lockbox	\$ 540.75
6811	Napa Auto Parts Inv 368-956722 - oil	\$ 47.42
6812	NLR/AE Consultants Inv 3268, 3340, 3350 - hydrovac pad	\$ 43,396.07

6813	Sobeys Okotoks Inv 115207 - purified water	\$	71.88
6814	Styro-Go Canada Inc. Inv 210232 - styrofoam recycling	\$	246.75
6815	Revolution Environmental Solutions LP / Terrapure Inv 93278855 - used oil & filters	\$	307.55
6816	Tetra Tech Canada Inc. Inv 60721039 - Biocover	\$	1,612.79
6817	Thurber Engineering Ltd. Inv 180812 - hydrovac pad	\$	13,613.94
6818	True Grit Welding Inv 202358 - striker bar on packer	\$	2,757.13
6819	ULINE Canada Corporation Inv 8986905 - Vermiculite for HHW	\$	1,437.87
6820	UniFirst Canada Ltd. Inv 7573253963,7573256809,7573258254 - coverall service	\$	303.29
6821	Zedcor Security Solutions Corp Inv 21248 - security system equip & monitoring	\$	844.20
		\$	227,259.92

Pre-Authorized Payments

2021-09-09	Telus Mobility	\$114.77
2021-09-10	Direct Energy	\$89.43
2021-09-21	Epcor	\$1,283.14
2021-10-05	Xplornet	\$498.75
		\$1,986.09

TOTAL **\$ 229,246.01**

**FOOTHILLS REGIONAL SERVICES COMMISSION
MONTHLY TONNAGE
Aug-21**

MONTH	HIGH RIVER	OKOTOKS	FOOTHILLS COUNTY	BLACK DIAMOND	TURNER VALLEY	NANTON	COMMERCIAL	NO CHARGE TONNAGE	TOTAL TONNAGE	NUMBER OF VEHICLES
JANUARY	349.88	603.40	382.55	73.95	75.52	71.74	6,104.41	51.97	7,713.42	6,205
FEBRUARY	275.88	554.34	281.96	65.04	71.62	56.36	1,865.46	15.69	3,186.35	4,575
MARCH	405.37	779.03	482.48	84.45	96.29	83.37	1,471.80	37.73	3,440.52	7,176
APRIL	493.82	996.67	661.95	139.74	107.64	156.40	2,284.77	194.76	5,035.75	9,055
MAY	567.67	1,167.89	656.22	162.99	152.39	102.63	4,208.05	256.66	7,274.50	10,103
JUNE	529.46	1,301.51	698.94	296.10	130.46	91.18	7,404.27	382.99	10,834.91	9,647
JULY	584.31	1,092.19	833.38	156.92	104.36	81.49	6,906.59	242.26	10,001.50	9,708
AUGUST	629.89	1,024.10	797.08	173.48	95.58	88.26	6,097.59	207.47	9,113.45	8,641
SEPTEMBER									0.00	
OCTOBER									0.00	
NOVEMBER									0.00	
DECEMBER									0.00	
TOTAL	3,836.28	7,519.13	4,794.56	1,152.67	833.86	731.43	36,342.94	1,389.53	56,600.40	65,110
POPULATION	14,052	29,002	22,766	2,700	2,559	2,130	73,209	73,209	73,209	
Tonnes/Capita	0.27	0.26	0.21	0.43	0.33	0.34	0.50	0.02	0.77	

**FOOTHILLS REGIONAL SERVICES COMMISSION
MONTH TO YEAR COMPARISON
Aug-21**

	August 2020	August 2021	MO. TO DATE VARIANCE	% CHANGE	YR TO DATE 2020	YR TO DATE 2021	YR TO DATE VARIANCE	% CHANGE
HIGH RIVER	468.46	629.89	161.43	34.46%	4,448.20	3,836.23	-611.97	-13.76%
OKOTOKS	978.76	1,024.10	45.34	4.63%	6,477.90	7,519.13	1,041.23	16.07%
FOOTHILLS COUNTY	627.52	797.08	169.56	27.02%	4,598.07	4,794.56	196.49	4.27%
BLACK DIAMOND	130.28	173.48	43.20	33.16%	1,047.69	1,152.67	104.98	10.02%
TURNER VALLEY	103.46	95.58	-7.88	0.78%	849.47	833.86	-15.61	-1.84%
NANTON	108.34	88.26	-20.08	-18.53%	694.59	731.43	36.84	5.30%
COMMERCIAL	6,206.67	6,097.59	-109.08	-1.76%	22,049.60	36,342.04	14,292.44	64.82%
NO CHARGE FILL	148.62	207.47	58.85	39.60%	1,810.37	1,389.53	-420.84	-23.25%
TOTALS	8,772.11	9,113.45	341.34	3.89%	41,975.89	56,599.45	14,623.56	34.84%
VEHICLES	9,104	8,641	-463	-5.09%	62,199	56,469	-5,730	-9.21%
AVG. TONNAGE/VEHICLE	0.96	1.05	0.09	9.86%	0.67	1.00	0.33	49.60%

2021 BUDGET TONNAGE 66,965
% TO DATE 84.52%

Leaves, Grass and
other compostable
Material included in
above amounts

	August 2020	August 2021	MO. TO DATE VARIANCE	% CHANGE	YR TO DATE 2020	YR TO DATE 2021	YR TO DATE VARIANCE	% CHANGE
HIGH RIVER	96.36	96.58	0.22	0.23%	581.81	485.23	-96.58	-16.60%
OKOTOKS	219.80	198.53	-21.27	-9.68%	1,362.99	1,164.46	-198.53	-14.57%
FOOTHILLS COUNTY	148.48	112.56	-35.92	-24.19%	794.02	681.46	-112.56	-14.18%
BLACK DIAMOND	40.12	37.48	-2.64	-6.58%	237.34	199.86	-37.48	-15.79%
TURNER VALLEY	13.48	15.21	1.73	12.83%	54.81	39.60	-15.21	-27.75%
NANTON	5.23	1.48	-3.75	-71.70%	22.67	21.19	-1.48	-6.53%
COMMERCIAL	75.25	145.09	69.84	92.81%	836.19	691.10	-145.09	-17.35%
	598.72	606.93	8.21	1.37%	3,889.83	3,282.90	-606.93	-15.60%

**FOOTHILLS REGIONAL SERVICES COMMISSION
COMPARISON - TRUCK AND RESIDENT HAULING
Aug-21**

MONTH	BLACK DIAMOND		HIGH RIVER		FOOTHILLS COUNTY		OKOTOKS		TURNER VALLEY		NANTON	
	TRUCK	RESIDENT	TRUCK	RESIDENT	TRUCK	RESIDENT	TRUCK	RESIDENT	TRUCK	RESIDENT	TRUCK	RESIDENT
JANUARY	50.15	23.80	250.70	99.18	24.88	357.67	324.21	279.19	53.06	22.46	51.28	20.46
FEBRUARY	43.56	21.48	213.28	62.60	15.54	266.42	370.20	184.14	48.44	23.18	46.22	10.14
MARCH	48.25	36.20	285.82	119.55	26.67	455.81	431.85	347.18	65.26	31.03	59.09	24.28
APRIL	87.09	52.65	338.38	155.44	18.23	643.72	532.76	463.91	55.76	51.88	117.38	39.02
MAY	108.81	54.18	419.97	147.70	18.20	638.02	556.84	611.05	106.66	45.73	74.71	27.92
JUNE	90.54	205.56	390.98	138.48	30.33	668.61	363.14	938.37	82.88	47.58	54.26	36.92
JULY	102.60	54.32	363.98	220.33	25.00	808.38	575.55	516.64	64.04	40.32	54.29	27.20
AUGUST	83.54	89.94	339.41	290.48	48.70	748.38	490.06	534.04	63.28	32.30	62.34	25.92
SEPTEMBER												
OCTOBER												
NOVEMBER												
DECEMBER												
TOTAL	614.54	538.13	2,602.52	1,233.76	207.55	4,587.01	3,644.61	3,874.52	539.38	294.48	519.57	211.86
	53.31%	46.69%	67.84%	32.16%	4.33%	95.67%	48.47%	51.53%	64.68%	35.32%	71.03%	28.97%

FOOTHILLS REGIONAL SERVICES COMMISSION

Summary of Waste Streams **Landfilled** vs. Diverted
January 1, 2021 to December 31, 2021

Waste Type	January	February	March	April	May	June	July	August	September	October	November	December	Total	
100 Mixed Solid Waste	2,547.55	2,193.96	2,992.95	3,145.13	3,287.02	3,371.27	3,397.70	3,392.30	0.00	0.00	0.00	0.00	24,327.88	
101 Hard To Handle	0.00	0.00	1.26	15.95	39.40	26.98	20.94	25.06	0.00	0.00	0.00	0.00	129.59	
102 Animal Products	5.90	1.72	2.89	2.67	1.30	2.70	2.25	3.66	0.00	0.00	0.00	0.00	0.00	
103 Hard to Handle - Flood	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
104 Out of Boundary Penalty Rate	0.21	0.00	0.00	0.00	0.23	0.46	0.14	0.34	0.00	0.00	0.00	0.00	1.38	
200 Demolition Waste	29.78	2.33	0.00	0.00	0.00	0.00	47.36	14.64	0.00	0.00	0.00	0.00	94.11	
201 Wood	80.05	46.18	114.48	180.76	185.62	153.46	166.90	191.23	0.00	0.00	0.00	0.00	1,118.68	1,118.68
202 Clean Wood	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203 Clean Drywall	10.17	12.62	14.91	9.50	12.43	10.63	7.31	11.76	0.00	0.00	0.00	0.00	89.33	
204 Asphalt Shingles (mixed)	19.72	2.14	26.10	48.86	49.05	46.98	41.20	34.43	0.00	0.00	0.00	0.00	268.48	
205 Concrete (big)	40.54	1.46	15.19	43.37	63.92	79.66	83.93	29.56	0.00	0.00	0.00	0.00	357.63	
206 Asphalt	0.00	0.00	0.00	1.42	0.00	0.48	0.00	0.00	0.00	0.00	0.00	0.00	1.90	
207 Concrete (small)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
208 Concrete (clean)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
209 Clean Shingles	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
210 Mixed Garbage - FLOOD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
212 Const and Demo Flood	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
213 Special Handling	0.00	0.00	0.00	0.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.44	
214 C & D Grind	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
215 Cln Mixed Construction Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
301 Grass/Leaves	25.87	37.86	82.82	327.64	443.41	478.86	369.66	311.78	0.00	0.00	0.00	0.00	2,077.90	2,077.90
302 Yard Waste	7.75	5.10	27.19	95.68	140.90	161.56	151.15	103.92	0.00	0.00	0.00	0.00	693.25	693.25
303 Manure	1.80	5.16	5.24	8.35	18.08	28.00	3.32	7.25	0.00	0.00	0.00	0.00	77.20	77.20
307 Compost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,967.03
308 Sandstone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.01	
309 Gypsum	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
310 Compost Bulk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
400 Mixed Soil	4.30	4.04	26.02	180.24	145.34	340.64	246.94	161.37	0.00	0.00	0.00	0.00	1,108.89	
401 Cover with Debris	0.00	0.00	4.40	7.06	31.24	276.08	31.67	53.94	0.00	0.00	0.00	0.00	404.39	
402 Clean Cover (Sand/Clay/No Debris)	0.00	0.00	2.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.15	
403 Clean Topsoil	0.00	0.00	1.89	2.36	14.50	17.47	36.62	6.60	0.00	0.00	0.00	0.00	79.44	
404 Street Sweepings	0.00	0.00	0.00	5.84	0.30	0.95	1.98	1.37	0.00	0.00	0.00	0.00	10.44	
405 Sludge	21.00	23.56	21.90	26.70	22.28	20.38	19.39	18.34	0.00	0.00	0.00	0.00	173.55	
406 Approved Cover N/C	0.00	0.00	0.00	0.00	387.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	387.31	
408 Flood Silt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
409 Flood Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
500 Metal	18.82	14.15	31.40	41.60	44.66	47.96	42.66	42.11	0.00	0.00	0.00	0.00	283.36	
501 White Goods (Fridges/Freezers)	6.81	2.84	7.90	6.08	8.44	8.12	8.72	8.83	0.00	0.00	0.00	0.00	57.74	
502 Batteries	0.19	0.00	0.05	0.26	0.46	0.05	0.31	0.08	0.00	0.00	0.00	0.00	1.40	
600 Mixed recycling	2.27	2.00	8.14	17.56	5.22	11.67	22.86	8.51	0.00	0.00	0.00	0.00	78.23	
601 Cardboard	3.48	1.78	2.45	2.18	4.10	3.16	3.89	2.54	0.00	0.00	0.00	0.00	23.58	
602 E-Waste	3.74	2.69	8.53	2.51	4.88	3.56	4.62	7.46	0.00	0.00	0.00	0.00	37.99	
603 Tires	45.34	8.11	15.56	13.79	22.26	18.18	15.02	16.62	0.00	0.00	0.00	0.00	154.88	
604 Latex Paint	1.68	1.70	2.82	2.00	1.78	1.92	1.95	4.82	0.00	0.00	0.00	0.00	18.67	
605 Oil Paint	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.30	0.00	0.00	0.00	0.00	0.30	
606 Oil	2.14	1.05	2.40	7.52	6.49	3.02	5.92	6.67	0.00	0.00	0.00	0.00	35.21	
607 Household Hazardous Waste	0.04	0.44	0.72	3.72	1.22	1.28	0.52	3.93	0.00	0.00	0.00	0.00	0.00	
608 Propane Tanks	0.10	0.04	0.14	0.11	0.52	0.39	0.44	0.54	0.00	0.00	0.00	0.00	0.00	
609 Grain Bags	1.11	0.02	0.00	2.47	2.50	15.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
610 Flourescent Bulbs Commercial	0.18	0.12	0.14	0.13	0.12	0.05	0.08	0.08	0.00	0.00	0.00	0.00	0.00	
611 Underlay	0.18	0.00	0.03	0.14	0.20	0.06	0.07	0.48	0.00	0.00	0.00	0.00	1.16	
612 Salvage Material	0.00	0.00	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	
613 Tire Shred	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
614/15 Styrofoam	0.18	0.03	0.14	0.17	0.08	0.02	0.11	0.16	0.00	0.00	0.00	0.00	0.89	
700 Mixed Industrial/Oilfield	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
701 Light Hydrocarbon Soils	4,832.54	714.11	20.71	833.54	2,329.14	5,703.35	5,040.02	4,642.79	0.00	0.00	0.00	0.00	0.00	
702 Industrial Contaminated Soils	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
703 Industrial Cover	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
705 Institutional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
706 Cement Returns	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
707 Asbestos	0.00	0.00	0.00	0.00	0.00	0.00	0.57	0.00	0.00	0.00	0.00	0.00	0.57	
708 Drill Cuttings	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
709 Industrial	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
710 Large Asbestos	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
711 Contaminated Soil Discount Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
800 Asbestos Flat Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total Received	7,713.44	3,085.21	3,440.52	5,035.75	7,274.50	10,834.89	10,001.50	9,113.45	0.00	0.00	0.00	0.00	32,097.73	
Landfilled	2,602.95	2,200.15	3,023.20	3,213.05	3,376.77	3,447.93	3,509.45	3,470.09	0.00	0.00	0.00	0.00	24,820.50	
Diverted/Cover Material	5,110.49	885.06	417.32	1,822.70	3,897.73	7,386.96	6,492.05	5,643.36	0.00	0.00	0.00	0.00	7,277.23	
% Diverted or used for cover	66.25%	28.69%	12.13%	36.20%	53.58%	68.18%	64.91%	61.92%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	22.67%	

	January	February	March	April	May	June	July	August	September	October	November	December
Diverted	5,110.49	885.06	417.32	1,822.70	3,897.73	7,386.96	6,492.05	5,643.36	0.00	0.00	0.00	0.00
Landfilled	2,602.95	2,200.15	3,023.20	3,213.05	3,376.77	3,447.93	3,509.45	3,470.09	0.00	0.00	0.00	0.00

Foothills Regional Services Commission
Landfill
Preliminary Statement of Operating Revenues and Expenses
For Month Ended August 31, 2021 (33% of year remaining)

Revenues	Month of August	2021 Budget	2021 Actual	Balance Remaining	% Left
Waste fees	\$ 511,879	\$ 5,618,176	\$ 3,478,107	\$ 2,140,069	38.09%
Scrap Metal/Batteries	1,964	35,000	12,637	22,363	63.89%
Other income	13,808	68,550	64,005	4,545	6.63%
Lease income	7,128	28,513	21,385	7,128	25.00%
Interest	2,405	400,000	20,317	379,683	94.92%
Composting program	-	25,000	-	25,000	100.00%
Cost Recovery Wages	-	79,000	28,662	50,338	63.72%
Gain on Sale of Equipment	-	-	3,062	(3,062)	-
	\$ 537,184	\$ 6,254,239	\$ 3,628,176	\$ 2,626,063	41.99%
Expenses					
Wages and benefits	\$ 119,101	\$ 1,494,436	\$ 905,327	\$ 589,109	39.42%
Cell closure/final cover	-	100,000	-	100,000	100.00%
Amortization of TCA	-	825,000	-	825,000	100.00%
Engineering fees	-	235,000	52,760	182,240	77.55%
Work contracted	5,300	73,000	35,299	37,701	51.65%
Maintenance - Building	426	15,000	10,811	4,189	27.93%
Maintenance - Landfill	985	56,500	21,455	35,045	62.03%
Equipment repair and maintenance	8,472	325,000	108,559	216,441	66.60%
Fuel and oil	10,473	210,000	117,680	92,320	43.96%
Bank charges & interest	5,353	40,000	17,549	22,451	56.13%
Telephone and utilities	2,423	38,000	21,924	16,076	42.31%
Household hazardous waste program	4,678	80,000	41,936	38,064	47.58%
Small tools & supplies	1,055	30,000	11,128	18,872	62.91%
Administration services	1,700	20,400	13,600	6,800	33.33%
Memberships	-	2,300	1,175	1,125	48.90%
Insurance	-	22,000	17,638	4,362	19.83%
Wood chipping/concrete crushing	-	90,000	107,658	(17,658)	-19.62%
Staff training	-	12,000	20	11,980	99.83%
Office and shop supplies	445	35,000	29,203	5,797	16.56%
Travel & Conference	170	5,000	1,347	3,653	73.06%
Composting expenses	1,184	8,000	4,213	3,787	47.34%
Audit and legal fees	265	18,000	12,458	5,542	30.79%
Advertising	-	7,500	1,514	5,986	79.81%
Miscellaneous	6	10,000	3,892	6,108	61.08%
Land lease	-	-	-	-	-
Debenture interest	-	8,852	4,664	4,188	47.32%
Postage	26	2,000	718	1,282	64.08%
Bad debts	-	2,000	-	2,000	100.00%
Loss on Sale of Equipment	-	-	9,081	-	-
Discount Ticket Sales	187	-	1,363	(1,363)	-
	\$ 162,249	\$ 3,764,988	\$ 1,552,973	\$ 2,221,096	58.99%
Gain (Loss) before the following	\$ 374,935	\$ 2,489,251	\$ 2,075,203	\$ 404,967	-
Capital expenditures					
Cap Construction	\$ -	\$ 235,000	\$ 15,351	\$ 219,649	93.47%
Hydrovac Pad	245,456	1,560,000	757,523	802,477	51.44%
Trucks & Equipment	-	337,000	66,916	270,084	80.14%
Land & Improvements	34,676	110,000	79,571	30,429	27.66%
Transfer from Reserves - Closure	-	1,250,000	-	1,250,000	-
Transfer from Reserve - Capital	-	-1,050,000	-	(1,050,000)	100.00%
Debt payment - composting	-	43,973	21,749	22,224	50.54%
EXCESS OF REVENUES (EXPENSES) FOR THE YEAR	\$ 94,803	\$ 3,278	\$ 1,134,092	\$ (1,139,895)	-

**FOOTHILLS REGIONAL SERVICES COMMISSION
(THE "COMMISSION")**

BYLAW NO. 003/2021

**BEING A BYLAW RESPECTING THE SERVICES AND THE ORGANIZATIONAL
STRUCTURE, POWERS, AND DUTIES OF THE COMMISSION**

WHEREAS:

- A.** the Commission has been established by Ministerial Order; and
- B.** pursuant to Sections 602.09(1)(a) and (b) of the *Municipal Government Act*, the Commission must pass a bylaw respecting provision of the Commission's services and the administration of the Commission;

NOW THEREFORE the Board of Directors of the Commission enacts the following:

1. DEFINITIONS

- 1.1. "**Act**" means the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time;
- 1.2. "**Annual Meeting**" has the meaning ascribed in Article 4.1 herein;
- 1.3. "**Board**" means the Board of Directors of the Commission;
- 1.4. "**Chair**" or "**Chairs**" means the Chairpersons appointed by the Board;
- 1.5. "**Chief Operating Officer**" means that individual appointed as the Secretary-Treasurer by the Board in accordance with Article 6 herein;
- 1.6. "**Commission**" means the Foothills Regional Services Commission;
- 1.7. "**Director**" means a person appointed to the Board of Directors of the Commission in accordance with this Bylaw;
- 1.8. "**Member**" or "**Members**" means the member municipal authorities as set out in the Ministerial Order;
- 1.9. "**Secretary-Treasurer**" means that individual appointed as the Secretary-Treasurer by the Board in accordance with Article 6 herein; and
- 1.10. "**Special Meeting**" has the meaning ascribed in Article 4.3 herein.

2. REPEAL OF BYLAW

- 2.1. Bylaw No. 1-95 is repealed and replaced by this Bylaw.

3. OBJECT

- 3.1 The object of the Commission is to provide wholesale sewer services and regional waste management facilities to its Members and convey treated effluent to Frank Lake.
- 3.2 The Commission may communicate and operate with:
 - 3.2.1 federal, provincial, and/or municipal governments;
 - 3.2.2 associations or organizations with common concerns and objectives; and
 - 3.2.3 individuals, businesses, and corporations;in the furtherance of the Commission's object.
- 3.3 Without limiting the generality of the foregoing, the Commission may undertake such studies, research, projects, and programs as may be deemed necessary or in the furtherance of its object.

4. BOARD MEETINGS

- 4.1. The Board shall hold regular monthly meetings as determined by the Board at its organizational meeting. Such meetings may be held by telephone, electronic (such as video conferencing), or other communication facility that permits all participants to communicate adequately with each other during a meeting, should the Chair and the Secretary-Treasurer deem it necessary or appropriate to do so. Any person participating in a meeting by such means is deemed to be present at the meeting and may vote by means of any telephonic, electronic or other communication facility that the Commission has made available for that purpose.
- 4.2. Quorum for any meeting of the Board shall consist of three (3) Directors, at least two of which shall be from Foothills County, the Town of Okotoks, or the Town of High River.
- 4.3. Each Director shall have one vote. Only Directors who are appointed by Members who are Members for the purpose of receiving regional waste management services shall vote on regional waste management services, and only Directors who are appointed by the Town of Okotoks, Town of High River and Foothills County shall vote on sanitary sewer matters.
- 4.4. Directors shall be required to vote on any matter relevant to the services received by the Member which appointed them, unless any such Director has a conflict of interest which has been declared at that meeting, in which case that Director shall abstain from voting on any topic or topics in which that Director has declared a conflict of interest.
- 4.5. The Chairs shall conduct any meetings of the Board. If both of the Chairs and Vice Chairs are absent from that meeting, the Directors present shall appoint one of the Directors present to chair the meeting.

5. DUTIES OF THE BOARD

- 5.1. The Board shall manage the affairs of the Commission and shall formulate programs, policies, procedures, rules, and regulations concerning all aspects of the affairs of the Commission, in accordance with the Act.
- 5.2. The Board may appoint committees consisting of its Members or of other persons, or any combination thereof, for the furtherance of the Commission's objects, and in so doing, may delegate any of its powers and duties in accordance with the Act and prescribe such terms of reference as the Board deems fit.
- 5.3. The Board may employ, discipline, or terminate employees and fix the conditions of remuneration, employee benefits, hours of work, and any other relevant matter respecting employees, as it deems fit.
- 5.4. The Board may cause the Commission to enter into contracts with any person, corporation, or municipality respecting the provision of any service or commodity necessary for the efficient operation of the Commission.
- 5.5. The Board may provide such accommodation, equipment, and supplies to any person, corporation, or municipality as may be deemed necessary for the operation of the Commission.
- 5.6. The Board shall establish and publish rules and rates for the reimbursement of actual expenses incurred on Commission business by Directors, employees, or any other person.

6. OFFICERS

- 6.1. The Board shall appoint a Secretary-Treasurer who shall service as the Chief Operating Officer. The Secretary-Treasurer shall not be a Director of the Board.
- 6.2. The Secretary-Treasurer shall be the custodian of the records, funds, securities, or properties of the Commission and shall receive and account for all funds and properties in accordance with the Act and its regulations, as well as such rules as the Board may adopt from time to time.
- 6.3. In the event that the Secretary-Treasurer is unable to fill their responsibilities and duties as such, the Board may appoint an alternate Secretary-Treasurer on an interim or permanent basis to fulfill such responsibilities and duties.

7. SEAL

7.1. The Secretary-Treasurer shall have charge of the seal of the Commission. Whenever used, the seal shall be authenticated by the signature of the Chair and the Secretary-Treasurer or the Secretary-Treasurer’s designated alternate.

8. FISCAL YEAR

8.1. The fiscal year of the Commission shall be the calendar year.

9. BOOKS AND RECORDS

9.1. The Board shall cause to be kept correct books and records as may be required by the act including:

9.1.1. minutes and records of proceedings of meetings of the Board and any committees:

9.1.2. membership and voting delegate lists; and

9.1.3. records of accounts.

9.2. All Directors shall at all reasonable times have access to and the right to inspect the books and records of the Commission.

9.3. At each Annual Meeting, the Board shall appoint a qualified person or firm to act as auditor.

9.4. A duly audited statement of accounts shall be presented at each Annual Meeting.

10. BORROWING POWERS

10.1. The borrowing powers of the Commission shall be in accordance with the Act.

11. AMENDMENTS

11.1. A bylaw to amend this Bylaw does not come into force until the bylaw is passed by a majority of the Board.

Received first reading this 30th day of August 2021.

CHAIRPERSON

CAO

Received second reading this 27th day of September 2021.

CHAIRPERSON

CAO

Received third reading this 27th Day of September 2021.

CHAIRPERSON

CAO

**FOOTHILLS REGIONAL SERVICES COMMISSION
(THE "COMMISSION")**

BYLAW NO. 004/2021

**BEING A BYLAW RESPECTING THE APPOINTMENT OF A BOARD OF DIRECTORS
AND DESIGNATION OF THE CHAIRPERSON, THE PROCESS FOR CHANGING
DIRECTORS AND CHAIRPERSONS, AND THE TERMS OF OFFICE FOR DIRECTORS
AND CHAIRPERSONS**

WHEREAS:

- A.** the Commission has been established by Ministerial Order; and
- B.** pursuant to Section 602.09(1)(c) of the *Municipal Government Act*, the Commission must pass a bylaw respecting the process for changing the Directors of the Board and the Chair of the Commission, and for setting the terms of office for the Directors of the Board and the Chair;

NOW THEREFORE the Board of Directors of the Commission enacts the following:

1. DEFINITIONS

- 1.1. "**Act**" means the *Municipal Government Act*, RSA 2000, c M-26, as amended from time to time;
- 1.2. "**Alternate Director**" or "**Alternate Directors**" means those individuals appointed under Section 4.1 herein;
- 1.3. "**Board**" means the Board of Directors of the Commission;
- 1.4. "**Chair**" or "**Chairs**" means the Chairpersons appointed by the Board;
- 1.5. "**Chief Operating Officer**" shall mean that individual appointed to this role pursuant to the Commission's Bylaws;
- 1.6. "**Commission**" means the Foothills Regional Services Commission;
- 1.7. "**Director**" means a person appointed to the Board of Directors of the Commission in accordance with this Bylaw; and
- 1.8. "**Member**" or "**Members**" means the member municipal authorities as set out in the Ministerial Order;
- 1.9. "**Vice Chair**" or "**Vice Chairs**" means the Vice Chairpersons appointed by the Board.

2. BOARD OF DIRECTORS

- 2.1. The Board shall be comprised of one (1) Director who is an elected official from each of the following Member municipalities:
 - 2.1.1. Foothills County;
 - 2.1.2. Town of Okotoks;
 - 2.1.3. Town of High River;
 - 2.1.4. Town of Black Diamond;
 - 2.1.5. Town of Turner Valley; and
 - 2.1.6. Town of Nanton.

3. ALTERNATE DIRECTORS

3.1. Each Council of a Member municipality shall designate an additional member of its Council to act as an Alternate Director at meetings of the Board in the absence of an original Director. Such Alternate Directors shall have the right to attend meetings of the Board in place of an absent original member.

4. CHAIRS

4.1. The Board shall, at its annual organizational meeting, following the organizational meetings of Member municipalities, appoint two Chairs and two Vice Chairs. In the event that either or both of the Chairs or Vice Chairs cannot fulfill their responsibilities, the Chief Operating Officer may appoint an interim Chair or Chairs until such time as the Board meets to appoint a new Chair or Chairs or Vice Chair or Vice Chairs.

5. TERMS OF OFFICE

5.1. The term of office of each Director shall be for one (1) year or until such time that:

5.1.1. The Director resigns;

5.1.2. The Director ceases to be an elected official;

5.1.3. The Director is replaced by their appointing Member; or

5.1.4. A resolution is approved by two-thirds (2/3) of the Directors that the Director be removed from office for any of the following reasons:

a) unethical conduct; or

b) conduct that is detrimental to the good name of the Commission.

5.2. The term of each office of the Chairs or Vice Chairs shall be for one (1) year or until the replacement of the Chairs or Vice Chairs by the Board of Directors.

6. AMENDMENTS

6.1. A bylaw to amend this Bylaw does not come into force until the bylaw is passed by a majority of the Board.

Received first reading this 30th day of August 2021.

CHAIRPERSON

CAO

Received second reading this 27th day of September 2021.

CHAIRPERSON

CAO

Received third reading this 27th Day of September 2021.

CHAIRPERSON

CAO

**FOOTHILLS REGIONAL SERVICES COMMISSION
(THE "COMMISSION")**

BYLAW NO. 005/2021

**BEING A BYLAW RESPECTING THE PROCESS FOR ADDING OR REMOVING
MEMBERS OF THE COMMISSION**

WHEREAS:

- A.** the Commission has been established by Ministerial Order; and
- B.** pursuant to Section 602.09(1)(d) of the *Municipal Government Act*, the Commission must pass a bylaw respecting the process adding or removing Members;

NOW THEREFORE the Board of Directors of the Commission enacts the following:

1 DEFINITIONS

- 1.1 **"Act"** means the *Municipal Government Act*, RSA 2000, c. M-26;
- 1.2 **"Arbitrator"** means the person appointed to act as such to resolve any dispute;
- 1.3 **"Arbitration"** means a process whereby each of the Parties to a dispute, with or without legal counsel, agree to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any disputes;
- 1.4 **"Arbitration Notice"** has the meaning as set out in Section 4.7 hereto;
- 1.5 **"Board"** means the Board of Directors of the Commission;
- 1.6 **"Commission"** means the Foothills Regional Services Commission;
- 1.7 **"Director"** means a person appointed to the Board of Directors of the Commission in accordance with this Bylaw;
- 1.8 **"Disclosed Information"** means the information disclosed by a party to a dispute for the purpose of settlement, negotiation, Mediation, or Arbitration;
- 1.9 **"Dispute Notice"** has the meaning as set out in Section 4.2 hereto;
- 1.10 **"Dispute Resolution Procedure"** has the meaning as set out in Section 4.1 hereto;
- 1.11 **"Mediation"** means a process whereby a Representative of each party to a dispute, with or without legal counsel, agree to jointly engage and meet with a Mediator to participate in a mediation, conciliation, or similar dispute resolution process;
- 1.12 **"Mediation Notice"** has the meaning as set out in Section 4.3 hereto;
- 1.13 **"Mediator"** means the person appointed to facilitate the resolution of a dispute between the Parties;
- 1.14 **"Member"** or **"Members"** means the member municipal authorities as set out in the Ministerial Order;
- 1.15 **"Membership Application"** means that application from a municipality who wishes to join the Commission;
- 1.16 **"Parties"** means any of the Members or the Commission;
- 1.17 **"Proposed Member"** has the meaning ascribed in Section 2.1 hereto;
- 1.18 **"Representative"** means an individual who has no direct operational responsibility for the matters comprising a dispute, who holds a senior position with a party involved in the dispute and who has full authority to settle a dispute;

1.19 **“Withdrawal Notice”** has the meaning ascribed thereto in Section 3.1; and

1.20 **“Withdrawing Member”** has the meaning ascribed thereto in Section 3.1.

2 **PROCESS FOR ADDING MEMBERS**

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

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

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

2.3 Upon admittance as a new Member, the Proposed Member shall execute an Operating Agreement with the Commission to govern the operation and administration of the services.

3 **PROCESS FOR WITHDRAWAL**

3.1 If a Member wishes to withdraw from the Commission, that Member (the “Withdrawing Member”) agrees and acknowledges that any Director as appointed by the Withdrawing Member shall have no vote at the Board concerning any capital budget or operation budget which shall take effect after the effective date of withdrawal of the Withdrawing Member.

3.2 The Withdrawing Member further acknowledges and agrees that, in the event of its decision to withdraw from the Commission, it will:

- i. provide written notice to the Commission at least two (2) years in advance of the effective withdrawal date of its intention to withdraw, along with a certified council resolution evidencing the same (the “Withdrawal Notice”);
- ii. forfeit all rights and claims to any and all assets of the Commission, even if these are assets that were initially provided by the Withdrawing Member to the Commission;
- iii. not terminate any lease of real property that the Withdrawing Member has leased to the Commission;

- iv. shall meet with the Commission prior to the effective withdrawal date to determine that Withdrawing Member's proportionate responsibility for:
 - a. Reclamation obligations of any component of the Landfill or Sanitary Sewer Facilities that the Withdrawing Member should be responsible for, in accordance with its proportionate amount;
 - b. Any unfunded capital obligations of the Commission that the Commission has committed to incur in contemplation prior to the Withdrawal Notice, but in expectation of the Withdrawing Member continuing to be a Member of the Commission; and
 - c. Any other amount that is reasonable for the Withdrawing Member to incur.

3.3 In the event that the Withdrawing Member and the Commission are unable to mutually agree upon those costs as set forth in Section 3.1 hereof, the resolution of this amount shall be determined in accordance with the Dispute Resolution Procedure as set forth herein.

3.4 The Withdrawing Member shall be able to withdraw its Withdrawal Notice at any time on or before the first anniversary of the date on which the Withdrawing Member provided its Withdrawal Notice, after which time the Withdrawing Member shall not be permitted without the consent of the Commission, to withdraw its Withdrawal Notice, and shall be required to withdraw from the Commission in accordance with the provisions of this Bylaw.

4 DISPUTE RESOLUTION

4.1 In the event that the Withdrawing Member and the Commission are unable to mutually agree upon those costs as set forth in Section 3 hereof, the resolution of this amount shall be determined in accordance with the Dispute Resolution Procedure as set forth herein.

- i. first, by negotiation;
- ii. second, by way of Mediation; and
- iii. third, if agreed to mutually by the Parties, by way of Arbitration.

4.2 A party shall give fourteen (14) days written notice ("Dispute Notice") to the other Party of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within fourteen (14) days following receipt of the Dispute Notice, the Parties shall each appoint a representative, who shall meet in person or by electronic means and attempt to resolve the dispute through discussion and negotiation. If the dispute is not resolved within sixty (60) days of the appointment of a Representative by each Party, the negotiation shall be deemed to have failed.

4.3 If the Representatives cannot resolve the dispute through negotiation within such sixty (60) day period, then the dispute shall be referred to Mediation. In such event, either Party shall be entitled to provide written notice to the other Party ("Mediation Notice") specifying:

- i. the subject matter(s) remaining in the dispute, and the details of the matter(s) in the dispute which are to be mediated; and
- ii. the nomination of an individual to act as the Mediator.

4.4 The Parties shall, within sixty (60) days of the Mediation Notice, jointly nominate or agree upon a Mediator.

4.5 Where a Mediator is appointed, the Parties shall submit in writing their dispute to the Mediator, and afford to the Mediator access to all records, documents, and information the Mediator may reasonably request. The Parties shall meet with the Mediator in person or by electronic means at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a

Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between the Parties.

4.6 In the event that:

- i. the Parties do not agree on the appointment of a Mediator within sixty (60) days of the Mediation Notice;
- ii. the Mediation is not completed within sixty (60) days after the appointment of the Mediator; or
- iii. the dispute has not been fully resolved within ninety (90) days from the date of receipt of the Mediation Notice;

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

4.7 If Mediation fails to resolve the dispute, the dispute shall be submitted to binding Arbitration. Either of the Parties may provide the other Party with written notice ("Arbitration Notice") specifying:

- i. the subject matter(s) remaining in the dispute, and the details of the matter(s) in the dispute which are to be arbitrated; and
- ii. the nomination of an individual to act as the Arbitrator.

4.8 Within fourteen (14) days following the receipt of the Arbitration Notice, the other Party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and which matters it disagrees with, and shall also advise whether it agrees with the resolution of the disputed items by Arbitration, and whether it agrees with the Arbitrator selected by the initiating Party, or provide the name of one Arbitrator selected by that other Party. Should the Parties fail to agree to resolve any disputed items by Arbitration, the Dispute Resolution Process shall come to an end.

4.9 Subject to agreement of the Parties to resolve any disputed items by Arbitration as contemplated above, the Parties shall, within sixty (60) days of the Arbitration Notice, jointly nominate or agree upon an Arbitrator.

4.10 Should the Parties fail to agree on a single Arbitrator within the fourteen (14) day period referred to above, then either Party may apply to a Justice of the Court of Queen's Bench to have the Arbitrator appointed.

4.11 The terms of reference for Arbitration shall be those areas of dispute referred to in the Arbitration Notice, and the receiving Party's response thereto.

4.12 The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the Alternative Dispute Resolution Institute of Canada Inc., unless the Parties agree in writing to modify the same. The *Arbitration Act* (Alberta), as amended from time to time, shall apply to the Arbitration but, if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language.

4.13 The Arbitrator shall proceed to hear and render a written decision concerning any dispute within:

- i. forty-five (45) days, if the subject matter of the dispute is less than \$250,000.00; or
- ii. ninety (90) days, if the subject matter of the dispute is greater than \$250,000.00.

4.14 The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest, but does not have the right to award punitive, consequential, or other exemplary damages.

- 4.15 The Arbitrator’s decision is final and binding, but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
- 4.16 Judgment upon any award (an “Award”) rendered in any such Arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for judicial acceptance of the Award and an enforcement order, as the laws of such jurisdiction may require or allow.
- 4.17 The Parties acknowledge and agree that, where a dispute involves a claim for injunctive relief, a Party may refer such matter to Arbitration in accordance with this Section or may apply to the appropriate court for relief.
- 4.18 The Parties and their Representatives will participate in good faith in the negotiation, Mediation, and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary.
- 4.19 The place for Mediation and Arbitration shall be within the municipal boundaries of the Party which is or was a Member, or such other location as the Parties may agree. Any of the Parties may attend by telephone or electronically with the consent of all Parties to the dispute, with the requirement that all Parties must be able to hear one another and the Mediator or Arbitrator, as applicable.
- 4.20 Subject to Section 4.14 hereto, in the case of Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation, and, if applicable, Arbitration, except that the Parties shall equally share the fees and expense of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.
- 4.21 All Disclosed Information shall be treated as confidential and neither its delivery or disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules for discovery, each party agrees not to disclose the Disclosed Information to any other person or for any other purposes. Such Disclosed Information cannot be used in any other proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator, and, if applicable, Arbitrator, shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of the Dispute Resolution Procedure. Nothing in this Dispute Resolution Procedure shall require a Party to disclose information that is subject to confidentiality provisions with third parties.

5 AMENDMENTS

- 5.1 A bylaw to amend this Bylaw does not come into force until the bylaw is passed by a majority of the Board.

Received first reading this 30th day of August 2021.

CHAIRPERSON

CAO

Received second reading this 27th day of September 2021.

CHAIRPERSON

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Received third reading this 27th Day of September 2021.

CHAIRPERSON

CAO

**FOOTHILLS REGIONAL SERVICES COMMISSION
(THE "COMMISSION")**

BYLAW NO. 006/2021

**BEING A BYLAW RESPECTING THE DISPOSAL OF THE COMMISSION'S ASSETS,
THE PROCESS FOR DISESTABLISHMENT OF THE COMMISSION AND THE
TREATMENT OF LIABILITIES AND ASSETS UPON DISESTABLISHMENT OF THE
COMMISSION**

WHEREAS:

- A.** the Commission has been established by Ministerial Order;
- B.** pursuant to Sections 602.09(1)(f) and (g) of the *Municipal Government Act*, the Commission must pass a bylaw respecting the process for the disposal of the assets of the Commission and the process for disestablishment of the Commission, including the treatment of the assets and liabilities of the Commission upon disestablishment; and

NOW THEREFORE the Board of Directors of the Commission enacts the following:

1 DEFINITIONS

- 1.1 **"Act"** means the Municipal Government Act, PSA. 2000, c. M-26;
- 1.2 **"Arbitrator"** means the person appointed to act as such to resolve any dispute;
- 1.3 **"Arbitration"** means a process whereby each of the Parties to a dispute, with or without legal counsel, agree to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any disputes;
- 1.4 **"Arbitration Notice"** has the meaning as set out in Section 3.7 hereto
- 1.5 **"Board"** means the Board of Directors of the Commission;
- 1.6 **"Commission"** means the Foothills Regional Services Commission;
- 1.7 **"Director"** means a person appointed to the Board of Directors of the Commission in accordance with this Bylaw;
- 1.8 **"Disclosed Information"** means the information disclosed by a party to a dispute for the purpose of settlement, negotiation, Mediation, or Arbitration;
- 1.9 **"Dispute Notice"** has the meaning as set out in Section 3.2 hereto;
- 1.10 **"Dispute Resolution Procedure"** has the meaning as set out in Section 3.1 hereto;
- 1.11 **"Mediation"** means a process whereby a Representative of each party to a dispute, with or without legal counsel, agree to jointly engage and meet with a Mediator to participate in a mediation, conciliation, or similar dispute resolution process;
- 1.12 **"Mediation Notice"** has the meaning as set out in Section 3.3 hereto;
- 1.13 **"Mediator"** means the person appointed to facilitate the resolution of a dispute between the Parties;
- 1.14 **"Member" or "Members"** means the member municipal authorities as set out in the Ministerial Order;
- 1.15 **"Parties"** means any of the Members or the Commission; and
- 1.16 **"Representative"** means an individual who has no direct operational responsibility for the matters comprising a dispute, who holds a senior position with a party involved in the dispute and who has full authority to settle a dispute.

2 DISPOSAL OF ASSETS

- 2.1 It is understood by the Parties that the Commission will only dispose of assets if the majority of the Board approves of such disposal, or in the event of the disestablishment of the Commission.

3 DISESTABLISHMENT

- 3.1 Upon the agreement of the majority

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the Commission and the majority of the Members of the Commission

to disestablish the Commission, the Members shall meet to discuss the process of dispersion of the Commission's assets to the Members. The Members agree that, and, further, agree that they shall cause the Commission to agree that:

- 3.1.1 after the payment of all debts and liabilities of the Commission, the remaining property of the Commission shall be distributed among the Members in the proportions as may be determined by the Board, in its discretion. For clarity, the Board, in exercising its discretion in determining the appropriate distribution of property to the Members, shall consider a number of factors including, but not limited to, the respective capital contributions that each Member provided to the Commission and the location of the Commission's infrastructure;
- 3.1.2 in the event that any remaining property of the Commission is sold to a third party, the cash collected by the Commission from such sale shall be held by the Commission for dispersion to the Members in the proportions as may be determined by the Board, in its discretion. For clarity, the Board, in exercising its discretion in determining the appropriate distribution of cash to the Members, shall consider a number of factors including, but not limited to, the respective capital contributions that each Member provided to the Commission and the location of the Commission's infrastructure;
- 3.1.3 Should the Members not agree on the determination of the distribution of this cash, the disagreement shall be resolved by employing the Dispute Resolution Procedure.

4 DISPUTE RESOLUTION

- 4.1 In the event that a Member or Members and the Commission are unable to mutually agree upon the distribution of remaining assets upon disestablishment of the Commission, the resolution of this amount shall be determined in accordance with the Dispute Resolution Procedure as set forth herein.
- i. first, by negotiation;
 - ii. second, by way of Mediation; and
 - iii. third, if agreed to mutually by the Parties, by way of Arbitration.
- 4.2 A party shall give written notice ("Dispute Notice") to the other Party of a dispute and outline in reasonable detail the relevant information concerning the dispute. Within fourteen (14) days following receipt of the Dispute Notice, the Parties shall each appoint a representative, who shall meet in person or by electronic means and attempt to resolve the dispute through discussion and negotiation. If the dispute is not resolved within sixty (60) days of the appointment of a Representative by each Party, the negotiation shall be deemed to have failed.
- 4.3 If the Representatives cannot resolve the dispute through negotiation within such sixty (60) day period, then the dispute shall be referred to Mediation. In such event, either Party shall be entitled to provide written notice to the other Party ("Mediation Notice") specifying:

- i. the subject matter(s) remaining in the dispute, and the details of the matter(s) in the dispute which are to be mediated; and
- ii. the nomination of an individual to act as the Mediator.

4.4 The Parties shall, within sixty (60) days of the Mediation Notice, jointly nominate or agree upon a Mediator.

4.5 Where a Mediator is appointed, the Parties shall submit in writing their dispute to the Mediator, and afford to the Mediator access to all records, documents, and information the Mediator may reasonably request. The Parties shall meet with the Mediator in person or by electronic means at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between the Parties.

4.6 In the event that:

- i. the Parties do not agree on the appointment of a Mediator within sixty (60) days of the Mediation Notice;
- ii. the Mediation is not completed within sixty (60) days after the appointment of the Mediator; or
- iii. the dispute has not been fully resolved within ninety (90) days from the date of receipt of the Mediation Notice;

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

4.7 If Mediation fails to resolve the dispute, the dispute shall be submitted to binding Arbitration. Either of the Parties may provide the other Party with written notice ("Arbitration Notice") specifying:

- i. the subject matter(s) remaining in the dispute, and the details of the matter(s) in the dispute which are to be arbitrated; and
- ii. the nomination of an individual to act as the Arbitrator.

4.8 Within fourteen (14) days following the receipt of the Arbitration Notice, the other Party shall, by written notice, advise as to which matters stated in the Arbitration Notice it accepts and which matters it disagrees with, and shall also advise whether it agrees with the resolution of the disputed items by Arbitration, and whether it agrees with the Arbitrator selected by the initiating Party, or provide the name of one Arbitrator selected by that other Party. Should the Parties fail to agree to resolve any disputed items by Arbitration, the Dispute Resolution Process shall come to an end.

4.9 Subject to agreement of the Parties to resolve any disputed items by Arbitration as contemplated above, the Parties shall, within thirty (30) days of the Arbitration Notice, jointly nominate or agree upon an Arbitrator.

4.10 Should the Parties fail to agree on a single Arbitrator within the fourteen (14) day period referred to above, then either Party may apply to a Justice of the Court of Queen's Bench to have the Arbitrator appointed.

4.11 The terms of reference for Arbitration shall be those areas of dispute referred to in the Arbitration Notice, and the receiving Party's response thereto.

4.12 The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the Alternative Dispute Resolution Institute of Canada Inc., unless the Parties agree in writing to modify the same. The *Arbitration Act* (Alberta), as amended from time to time, shall apply to the Arbitration but, if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language.

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- i. forty-five (45) days, if the subject matter of the dispute is less than \$250,000.00; or
 - ii. ninety (90) days, if the subject matter of the dispute is greater than \$250,000.00.
- 4.14 The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest, but does not have the right to award punitive, consequential, or other exemplary damages.
- 4.15 The Arbitrator's decision is final and binding, but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.
- 4.16 Judgment upon any award (an "Award") rendered in any such Arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for judicial acceptance of the Award and an enforcement order, as the laws of such jurisdiction may require or allow.
- 4.17 The Parties acknowledge and agree that, where a dispute involves a claim for injunctive relief, a Party may refer such matter to Arbitration in accordance with this Section or may apply to the appropriate court for relief.
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