



AGENDA
Foothills Regional Services Commission
Landfill Operations
Monday January 23, 2023 at 9:30 a.m.
Zoom Virtual Meeting

ORGANIZATIONAL MEETING

1. CALL MEETING TO ORDER
2. ADOPTION OF AGENDA
3. NOMINATIONS FOR THE POSITION OF CHAIRMAN
4. NOMINATIONS FOR THE POSITION OF VICE-CHAIRMAN
5. BANKING/SIGNING OFFICERS
Recommendation: Chair, Vice-Chair, CAO & Director of Corporate Services.
6. SET REGULAR MEETING TIME & DATE
Recommendation: The fourth Monday of every month at 9:30 a.m. or at the call of the Chair.
7. ADJOURNMENT



AGENDA
Foothills Regional Services Commission
Landfill Operations
Monday January 23, 2023 at 9:30 a.m.
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 organizational meeting held on Monday November 28, 2022 be accepted as presented.

*ACCEPTANCE OF THE FRSC MINUTES FROM PREVIOUS MEETING
Recommendation: The minutes of the regular meeting held on Monday November 28, 2022 be accepted as presented.
5. *ACCOUNTS PAYABLE
Recommendation: The Accounts Payable dated December 21, 2022 in the amount of \$274,714.17 be accepted for payment.

Recommendation: The Accounts Payable dated January 23, 2023 in the amount of \$60,178.80 be accepted for payment.
6. *TONNAGE REPORTS
Recommendation: The Tonnage Reports for the months of November 2022 and December 2022 be accepted as presented.
7. BUSINESS
 - A. *Bylaw Amendments – Harry Riva Cambrin.
Amendments highlighted in yellow.
 - a. Bylaw No. 001/2023 pg. 22
 - b. Bylaw No. 002/2023 pg. 25
 - c. Bylaw No. 003/2023 pg. 29
 - d. Bylaw No. 004/2023 pg. 32
 - e. Bylaw No. 005/2023 pg. 38
 - B. Operations Update – Joe Angevine.
 - C. Compost pad closure – Joe Angevine.
 - D. Long Term Financial Plan discussion – Rachel Swendseid.
 - E. Governance discussion – Rachel Swendseid.
 - F. *Adopted TAG Minutes dated September 1, 2022.



AGENDA
Foothills Regional Services Commission
Landfill Operations
Monday January 23, 2023 at 9:30 a.m.
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- G. *Revised TAG Terms of Reference.
 - H.
 - I.
 - J. Round Table Discussion.
8. NEXT MEETING
Next scheduled meeting held on February 27, 2023.
9. ADJOURNMENT



MINUTES
Foothills Regional Services Commission
Landfill Operations Organizational Meeting
Monday November 28, 2022 at 9:30 a.m.
Zoom Virtual Meeting

Officers: Harry Riva Cambrin, CAO
Christine Hummel, Director of Corporate Services

Directors: Delilah Miller, Chair, Foothills County Director
Cindy Holladay, Vice-Chair, Turner Valley Director
Michael Nychyk, High River Director
Rachel Swendseid, Okotoks Director
Dave Mitchell, Nanton Director

Staff: Joe Angevine, Landfill Manager
Courtney Russell, Landfill Coordinator
Garity Stanley, Legislative Services Assistant

Guest: Paul Lyons, Okotoks Manager of Waste Services
Don Waldorf, Foothills County Councillor

Absent: Daryl Lalonde, Black Diamond Director

ORGANIZATIONAL MEETING

Call to order: CAO Harry Riva Cambrin called the meeting to order at 10:38 a.m.

RESOLUTION 132/2022

Moved by Director Michael Nychyk that the Organizational meeting be postponed until January 23, 2023.

CARRIED

Adjournment: Harry Riva Cambrin adjourned the meeting at 10:39 a.m.

Chairman

CAO



MINUTES
Foothills Regional Services Commission
Landfill Operations
Monday November 28, 2022 at 9:30 a.m.
Zoom Virtual Meeting

Officers: Harry Riva Cambrin, CAO
Christine Hummel, Director of Corporate Services

Directors: Delilah Miller, Chair, Foothills County Director
Michael Nychyk, High River Director
Rachel Swendseid, Okotoks Director
Cindy Holladay, Vice-Chair, Turner Valley Director
Dave Mitchell, Nanton Director

Staff: Reginald Hammond, Corporate Services Manager
Joe Angevine, Landfill Manager
Courtney Russell, Landfill Coordinator
Garity Stanley, Legislative Services Assistant

Guests: Dan Waldorf, Foothills County Councillor
Paul Lyons, Waste Services Manager

Absent: Daryl Lalonde, Black Diamond Director

Meeting Call to Order: Vice-Chair Cindy Holladay called the meeting to order at 9:37 a.m.

Additions: There were no additions to the agenda.

Agenda Adoption: **RESOLUTION 123/2022**
Moved by Director Rachel Swendseid that the agenda be accepted as presented.

CARRIED

Minutes: **RESOLUTION 124/2022**
Moved by Director Dave Mitchell that the minutes of the meeting held on Monday October 24, 2022 be accepted as presented.

CARRIED

Accounts Payable: **RESOLUTION 125/2022**
Moved by Director Rachel Swendseid that the accounts payable dated November 28, 2022 in the amount of \$339,726.44 be accepted for payment.

CARRIED

Tonnage Reports: **RESOLUTION 126/2022**
Moved by Director Dave Mitchell that the tonnage report for the month of October 2022 be accepted as presented.

CARRIED

Operations Update: Joe Angevine

1. Wood grind wrapping up this week.
2. Cell excavation and hauling for bio cover continuing with good weather.
3. Leachate project with U of C ongoing.
4. Site closure on October 27, 2022 due to high wind.
5. Fall ground water sampling completed. Used drone to calculate airspace and stockpiles on site.
6. Attended Recycling Council of Alberta (RCA) conference in Jasper. A lot of



MINUTES
Foothills Regional Services Commission
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discussion on Extended Producer Responsibility (EPR).

7. Waiting on Alberta Environment & Parks (AEP) for biocover and landfill cell 7 approval.

RESOLUTION 127/2022

Moved by Director Rachel Swendseid that the operations update be accepted for information as presented.

CARRIED

New sander: Joe Angevine discussed new sander options.

RESOLUTION 128/2022

Moved by Director Michael Nychyk approval to purchase a Tornado 2 Yard Striker Stainless Steel Sander with vibrator for \$11,341.00 plus GST, including installation.

CARRIED

Delilah Miller entered the meeting at 9:55 a.m.

Metal Recycling
Proposals:

Joe Angevine discussed metal recycling proposals.

RESOLUTION 129/2022

Moved by Director Cindy Holladay approval to accept Calgary Metal Recycling proposal for metal recycling as presented.

CARRIED

Statement of
Operating Revenues
& Expenses:

Reginald Hammond discussed.

RESOLUTION 130/2022

Moved by Director Dave Mitchell to accept the Preliminary Statement of Operating Revenues and Expenses dated October 31, 2022 as presented.

CARRIED

2023 Budget:

Christine Hummel discussed the 2023 Operating & Capital Budget.

RESOLUTION 131/2022

Moved by Director Cindy Holladay to accept the 2023 version 1 Operating Budget and Capital Budget as presented.

CARRIED

There was Round Table discussion.

Next Meeting:

Next meeting on Monday January 23, 2023 at 9:30 a.m., by Zoom virtual meeting.

Adjournment:

Chair Delilah Miller adjourned the meeting at 10:38 a.m.



MINUTES

Foothills Regional Services Commission

Landfill Operations

Monday November 28, 2022 at 9:30 a.m.

Zoom Virtual Meeting

Chairman

CAO

FOOTHILLS REGIONAL SERVICES COMMISSION
Accounts for Approval
Cheque Run dated December 21, 2022

<u>Cheque No.</u>	<u>Payable to:</u>	<u>Amount Payable</u>
7154	CDI Wash Services Inv 24477 - wash bay charges	\$ 19.25
7155	Cintas Canada Limited Inv 5134388727 - first aid supplies	\$ 221.29
7156	Clean Harbors Canada Inc. Inv 1004423149 - household hazardous waste	\$ 3,157.67
7157	Compost Council of Canada Inv 2022-0520 - operator certification renewal	\$ 78.75
7158	GFL Environmental Services Inc. Inv LQ01566629, LQ01584186 - used oil & filters	\$ 498.22
7159	K & K Prairie Recycling Services Inv 4229 - freon removal	\$ 4,410.00
7160	Liberty Tire Recycling Canada Inv 43090 - tire shred for cell 7	\$ 21,145.53
7161	NLR/AE Consultants Inv 3533 - cell 7 design	\$ 25,294.72
7162	Okotoks Glass Ltd. Inv I046916 - install glass in dozer	\$ 315.00
7163	Orion Safety Equipment Ltd. Inv 68578 - gas detection system	\$ 5,402.20
7164	Spy Design Inc. Inv 2022-1995 - signage	\$ 154.35
7165	Sunbelt Rentals of Canada Inc. Inv 75181499-0001, 75319130-0001 - generator rental	\$ 2,794.74
7166	Tetra Tech Canada Inc. Inv 60782995 - bio cover	\$ 1,185.36
7167	UniFirst Canada Ltd. Inv 7573350218, 7573351733, 7573353261, 7573354800 coverall service	\$ 355.12
7168	Whissell Contracting Ltd. Inv 7304 - dozer rental	\$ 8,179.29
CHEQUE TOTAL		\$ 73,211.49

EFT Payments

EFT000000000081	Advantage Vac & Septic Services Inv 5137-A - re issue EFT - clean septic tanks	\$	596.10
EFT000000000082	High River Home Hardware Inv 2667720 - shop supplies	\$	123.96
EFT000000000083	Foothills County Inv 31217 - Nov/22 expenses	\$	147,015.44
EFT000000000084	Napa Auto Parts - 2336102 Alberta Ltd. Inv 368-985404, 368-986322 - equip supplies	\$	440.28
EFT000000000085	Finning International Inc. Inv 948784278 - anti-freeze	\$	440.69
EFT000000000086	Thurber Engineering Ltd. Inv 199486 - geotech analysis	\$	2,211.02
EFT000000000087	T & T Disposal Services Inv 261885 - haul bins on site	\$	1,194.38
EFT000000000088	Gregg Distributors Co. Ltd. Inv 069-013902, 069-023052 - shop supplies	\$	883.84
EFT000000000089	Angevine, Joe Nov/Dec 2022 expenses	\$	844.58
EFT000000000090	Iron Edge Equipment Ltd. Inv 17652, 17664, 17667, 17669, 17704, 17716 - repairs	\$	9,058.30
EFT000000000091	ULINE Canada Corporation Inv 11514204 - thermal paper	\$	1,689.57
EFT000000000092	ABC Waste Potties Ltd. Inv 31540, 31687 - portable toilet rental	\$	551.25
EFT000000000093	Synchor Recycling Inc. Inv 10899 - wood grind	\$	26,922.68
EFT000000000094	Rocky Mountain Equipment Inv P44683, W39563 - glass, repair	\$	2,498.24
EFT000000000095	Styro-Go Canada Inc. Inv 220425 - styro recycling	\$	246.75
EFT000000000096	True Grit Welding Inv 202720, 202726 - bin repairs	\$	3,534.69
EFT000000000097	Sobeys Okotoks Inv 2847 - purified water	\$	59.90

EFT0000000000098	Zedcor Security Solutions Corp. Inv 23975 - security monitoring & equipment	\$	844.20
EFT0000000000099	Hifab Holdings Ltd. Inv 30271, 30359 - parts pick up	\$	79.78
EFT0000000000100	Hazmasters Inc. Inv 6669260, 2917138CR - bump station, credit	\$	263.76

EFT TOTAL	\$ 199,499.41
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Pre-Authorized Payments

2022-12-01	Telus Communications	\$601.56
2022-12-06	Direct Energy	\$675.90
2022-12-09	Telus Mobility	\$111.97
2022-11-19	Epcor	\$115.09
2023-01-04	Xplornet	\$498.75

PAP TOTAL	\$2,003.27
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GRAND TOTAL	\$ 274,714.17
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FOOTHILLS REGIONAL SERVICES COMMISSION
Accounts for Approval
Cheque Run dated January 23, 2023

<u>Cheque No.</u>	<u>Payable to:</u>	<u>Amount Payable</u>
7169	Assa Abloy Entrance Systems Canada Inc. Inv 46077 - overhead door repair	\$ 1,503.29
7170	Cintas Canada Limited Inv 5139773248 - first aid supplies	\$ 324.28
7171	Clean Harbors Canada Inc. Inv 1004445585 - household hazardous waste	\$ 2,978.64
7172	CRM of Canada Inv CAN10878, CAN10880 - tire shred for cell construction	\$ 22,529.60
7173	Fired-Up Automotive Performance and Service Inv 43279, 43353 - vehicle repair & service	\$ 841.81
7174	GFL Environmental Services Inc. Inv LQ01600047 - used oil & filters	\$ 166.08
7175	Home Depot Credit Services Inv 9023363 - small tools	\$ 365.40
7176	Sunbelt Rentals of Canada Inc. Inv 75181499-0003 - generator rental	\$ 2,666.80
7177	SWANA Northern Lights Chapter Inv 6450, 6456 - landfill operator course & exam	\$ 708.75
7178	The Image Stop Ltd. Inv 2107 - website maintenance	\$ 210.00
7179	TransWestern Truck Centres Inv X101064550:01 - equipment supplies	\$ 430.67
7180	UniFirst Canada Ltd. Inv 7573356344, 7573357865, 7573359397, 7573360920 coverall service	\$ 350.23
7181	United Farmers of Alberta	\$ 15.71
CHEQUE TOTAL		\$ 33,091.26

EFT Payments

EFT000000000101	T & T Disposal Services Inv 263845, 263846, 263847 - haul bins on site	\$	3,353.45
EFT000000000102	Gregg Distributors Co. Ltd. Inv 069-029439, 069-031453, 069-032400, 069-036547, 069-036548, 069-036549CR - shop supplies, credit	\$	3,522.31
EFT000000000103	G.M. Mechanical Ltd. Inv 72827 - furnace filters	\$	85.18
EFT000000000104	Angevine, Joe Inv Dec/22-Jan/23 expenses	\$	260.83
EFT000000000105	High River Mechanical Ltd. Inv 22581 - unit 642 water pump	\$	3,873.32
EFT000000000106	Iron Edge Equipment Ltd. Inv 17772 - hose	\$	212.68
EFT000000000107	Advantage Vac & Septic Services Inv 5565 - clean septic tanks	\$	596.10
EFT000000000108	Poulins Pest Control Inv 1530009 - pest control	\$	309.91
EFT000000000109	Certified Laboratories Inv 827215, 827230 - equipment grease	\$	2,025.76
EFT000000000110	ABC Waste Potties Ltd. Inv 31859, 31981 - portable toilet rental	\$	551.25
EFT000000000111	Styro-Go Canada Inc. Inv 220495 - styrofoam recycling	\$	246.75
EFT000000000112	Fams Services Inv 43 - coffee service	\$	150.00
EFT000000000113	True Grit Welding Inv 202728 - repairs	\$	3,016.13
EFT000000000114	Sobeys Okotoks Inv 1591 - purified water	\$	59.90
EFT000000000115	XL Electrical Contracting Inv 2228 - bulb & tube disposal	\$	1,308.30
EFT000000000116	Challenger Geomatics Ltd. Inv 81678 - site survey for annual report	\$	2,982.00

EFT TOTAL	\$	22,553.87
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Pre-Authorized Payments

2023-01-03	Telus Communications	\$614.68
2023-01-09	Direct Energy	\$1,077.70
2023-01-09	Telus Mobility	\$200.64
2023-01-19	Epcor	\$2,141.90
2023-02-04	Xplornet	\$498.75
	PAP TOTAL	<u>\$4,533.67</u>
	GRAND TOTAL	<u><u>\$ 60,178.80</u></u>

**FOOTHILLS REGIONAL SERVICES COMMISSION
MONTHLY TONNAGE
NOVEMBER 2022**

MONTH	HIGH RIVER	OKOTOKS	FOOTHILLS COUNTY	BLACK DIAMOND	TURNER VALLEY	NANTON	COMMERCIAL	NO CHARGE TONNAGE	TOTAL TONNAGE	NUMBER OF VEHICLES
JANUARY	308.15	506.68	377.01	75.04	73.74	51.32	6,280.64	934.92	8,607.50	5,935
FEBRUARY	274.08	436.57	296.12	72.50	57.86	51.67	6,756.50	1,332.68	9,277.98	4,791
MARCH	390.96	559.58	467.70	85.62	82.43	58.94	2,265.16	31.17	3,941.56	6,467
APRIL	418.33	635.16	655.28	106.88	89.56	60.82	2,877.54	144.59	4,988.16	7,830
MAY	601.66	896.70	700.68	143.82	119.96	86.80	3,977.91	271.41	6,798.94	9,232
JUNE	730.69	901.98	641.32	117.31	80.24	80.23	4,412.23	1,056.30	8,020.30	9,216
JULY	505.97	950.33	887.52	110.04	80.52	66.62	2,180.36	363.00	5,144.36	9,094
AUGUST	513.77	931.87	707.15	128.48	98.52	79.22	6,904.64	277.55	9,641.20	9,389
SEPTEMBER	494.71	876.92	845.48	104.73	82.00	79.45	2,771.49	233.72	5,488.50	8,485
OCTOBER	597.60	859.14	725.64	108.62	84.56	89.87	7,231.04	143.52	9,839.99	8,600
NOVEMBER	371.73	550.94	1,887.29	61.11	67.19	53.28	1,934.63	1,285.43	6,211.60	5,200
DECEMBER									0.00	
TOTAL	5,207.65	8,105.87	8,191.19	1,114.15	916.58	758.22	47,592.14	6,074.29	77,960.09	84,239
POPULATION	14,052	29,002	22,766	2,700	2,559	2,130	73,209	73,209	73,209	
Tonnes/Capita	0.37	0.28	0.36	0.41	0.36	0.36	0.65	0.08	1.06	

**FOOTHILLS REGIONAL SERVICES COMMISSION
MONTH TO YEAR COMPARISON
NOVEMBER 2022**

	November 2021	November 2022	MO. TO DATE VARIANCE	% CHANGE	YR TO DATE 2021	YR TO DATE 2022	YR TO DATE VARIANCE	% CHANGE
HIGH RIVER	423.77	371.73	-52.04	-12.28%	5,236.28	5,207.65	-28.63	-0.55%
OKOTOKS	1,328.46	550.94	-777.52	-58.53%	10,854.99	8,105.87	-2,749.12	-25.33%
FOOTHILLS COUNTY	574.16	1,887.29	1,313.13	228.70%	6,905.55	6,348.63	-556.92	-8.06%
BLACK DIAMOND	97.40	61.11	-36.29	-37.26%	1,541.54	1,114.15	-427.39	-27.72%
TURNER VALLEY	90.28	67.19	-23.09	0.78%	1,103.23	916.58	-186.65	-16.92%
NANTON	65.29	53.28	-12.01	-18.39%	985.14	758.22	-226.92	-23.03%
COMMERCIAL	3,757.94	1,934.63	-1,823.31	-48.52%	48,054.29	47,592.14	-462.15	-0.96%
NO CHARGE FILL	1,435.77	1,285.43	-150.34	-10.47%	5,275.32	6,074.29	798.97	15.15%
TOTALS	7,773.07	6,211.60	-1,561.47	-20.09%	79,956.34	76,117.53	-3,838.81	-4.80%
VEHICLES	7,222	5,200	-2,022	-28.00%	89,422	79,039	-10,383	-11.61%
AVG. TONNAGE/VEHICLE	1.08	1.19	0.11	10.61%	0.89	0.96	0.07	8.21%

2022 BUDGET TONNAGE 69,181
% TO DATE 110.03%

Leaves, Grass and
other compostable
Material included in
above amounts

HIGH RIVER
OKOTOKS
FOOTHILLS COUNTY
BLACK DIAMOND
TURNER VALLEY
NANTON
COMMERCIAL

	November 2021	November 2022	MO. TO DATE VARIANCE	% CHANGE	YR TO DATE 2021	YR TO DATE 2022	YR TO DATE VARIANCE	% CHANGE
HIGH RIVER	46.57	20.84	-25.73	-55.25%	797.79	798.08	0.29	0.04%
OKOTOKS	139.35	42.82	-96.53	-69.27%	1,767.39	1,656.24	-111.15	-6.29%
FOOTHILLS COUNTY	64.21	23.90	-40.31	-62.78%	864.90	1,062.71	197.81	22.87%
BLACK DIAMOND	11.83	6.31	-5.52	-46.66%	289.16	208.29	-80.87	-27.97%
TURNER VALLEY	2.17	2.92	0.75	34.56%	68.68	71.12	2.44	3.55%
NANTON	1.34	0.26	-1.08	-80.60%	28.77	26.13	-2.64	-9.18%
COMMERCIAL	147.23	19.87	-127.36	-86.50%	1,238.41	1,004.41	-234.00	-18.90%
	412.70	116.92	-295.78	-71.67%	5,055.10	4,826.98	-228.12	-4.51%

**FOOTHILLS REGIONAL SERVICES COMMISSION
COMPARISON - TRUCK AND RESIDENT HAULING
NOVEMBER 2022**

MONTH	BLACK DIAMOND		HIGH RIVER		FOOTHILLS COUNTY		OKOTOKS		TURNER VALLEY		NANTON	
	TRUCK	RESIDENT	TRUCK	RESIDENT	TRUCK	RESIDENT	TRUCK	RESIDENT	TRUCK	RESIDENT	TRUCK	RESIDENT
JANUARY	47.17	27.87	238.49	69.66	23.21	353.80	295.50	211.18	51.50	22.24	40.06	11.26
FEBRUARY	43.88	28.62	212.27	61.81	19.56	276.56	254.14	182.43	46.02	11.84	44.75	6.92
MARCH	58.47	27.15	279.23	111.73	20.64	447.06	315.60	243.98	59.85	22.58	41.86	17.08
APRIL	61.42	45.46	271.69	146.64	23.36	631.92	281.50	353.66	48.44	41.12	40.19	20.63
MAY	89.32	54.50	422.24	179.42	38.90	661.78	332.88	563.82	61.84	58.12	56.42	30.38
JUNE	81.56	35.75	588.41	142.28	26.92	614.40	377.80	524.18	39.98	40.26	43.77	36.46
JULY	59.72	50.32	328.48	177.49	198.06	689.46	322.95	627.38	39.52	41.00	37.90	28.72
AUGUST	50.02	78.46	347.25	166.52	27.13	680.02	321.63	610.24	52.79	45.73	51.88	27.34
SEPTEMBER	65.68	39.05	334.75	159.96	27.22	818.26	326.32	550.60	39.90	42.10	42.31	37.14
OCTOBER	55.78	52.84	396.40	201.20	16.38	709.26	314.20	544.94	38.94	45.62	51.25	38.62
NOVEMBER	40.81	20.30	278.06	93.67	1,421.18	466.11	311.14	239.80	48.32	18.87	38.00	15.28
DECEMBER												
TOTAL	653.83	460.32	3,697.27	1,510.38	1,842.56	6,348.63	3,453.66	4,652.21	527.10	389.48	488.39	269.83
	58.68%	41.32%	71.00%	29.00%	22.49%	77.51%	42.61%	57.39%	57.51%	42.49%	64.41%	35.59%

FOOTHILLS REGIONAL SERVICES COMMISSION

Summary of Waste Streams **Landfilled** vs. Diverted
January 1, 2022 to December 31, 2022

Waste Type	January	February	March	April	May	June	July	August	September	October	November	December	Total
100 Mixed Solid Waste	2,530.16	2,295.54	2,903.46	3,006.67	3,514.07	3,466.03	3,368.17	3,609.22	3,453.12	3,354.51	2,708.55	0.00	34,209.50
101 Hard To Handle	1.64	3.21	2.12	7.95	28.00	35.51	1.84	3.66	11.92	5.64	1.26	0.00	102.75
102 Animal Products	5.34	1.10	4.88	3.51	1.30	3.66	2.68	2.74	3.96	4.76	9.56	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	0.30	0.21	0.04	0.32	0.06	0.35	0.00	0.49	1.01	0.53	0.00	0.00	3.31
200 Demolition Waste	0.00	0.00	0.00	0.00	86.12	0.00	0.00	20.82	0.00	14.37	48.15	0.00	169.46
201 Wood	46.66	43.69	99.71	124.68	251.18	197.64	221.41	226.38	174.77	133.22	47.69	0.00	1,567.03
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
203 Clean Drywall	36.43	12.11	16.01	9.06	16.67	19.96	14.49	19.68	21.94	23.10	23.10	0.00	212.55
204 Asphalt Shingles (mixed)	3.89	1.02	3.95	30.19	54.32	52.80	68.32	49.50	79.92	40.16	3.58	0.00	387.65
205 Concrete (big)	3.86	11.06	10.64	33.68	80.19	52.07	45.69	73.26	63.08	100.80	32.58	0.00	506.91
206 Asphalt	8.48	0.00	0.00	0.00	0.90	13.60	164.92	0.00	2.40	0.29	30.96	0.00	221.55
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	23.04	8.90	23.36	166.27	470.74	530.66	403.47	241.95	198.41	257.63	53.44	0.00	2,377.87
302 Yard Waste	6.70	8.92	23.02	58.16	184.06	189.92	107.90	104.46	100.04	81.66	15.79	0.00	880.63
303 Manure	8.36	4.02	6.55	8.62	13.77	5.96	24.06	6.78	22.01	17.26	2.40	0.00	119.79
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
308 Sandstone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	0.00	0.00	0.10
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	8.08	4.12	7.24	43.50	187.18	137.50	129.78	248.05	99.59	219.58	13.96	0.00	1,098.58
401 Cover with Debris	0.00	0.00	0.00	6.83	14.18	5.74	42.70	51.17	6.91	38.78	0.00	0.00	166.31
402 Clean Cover (Sand/Clay/No Debris)	0.00	0.00	0.00	0.00	6.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.28
403 Clean Topsoil	0.00	0.00	0.00	30.81	15.30	726.49	119.39	97.78	70.32	22.56	11.99	0.00	1,094.64
404 Street Sweepings	0.00	0.00	0.00	0.00	8.34	0.26	0.00	0.00	0.00	0.00	0.00	0.00	8.60
405 Sludge	11.36	8.90	12.54	9.28	11.42	6.15	5.66	6.39	5.18	9.70	10.06	0.00	96.64
406 Approved Cover N/C	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
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
410 Hydrovac Slurry	13.67	66.26	9.72	72.91	39.40	119.86	64.05	216.77	110.60	107.28	93.31	0.00	913.83
500 Metal	17.37	15.18	22.68	23.36	47.52	50.70	59.04	54.65	45.04	45.88	16.92	0.00	398.34
501 White Goods (Fridges/Freezers)	3.92	5.21	5.78	8.22	12.25	5.97	5.07	6.10	5.14	7.21	4.32	0.00	69.19
502 Batteries	0.26	0.03	0.15	0.84	0.39	0.31	0.06	0.40	0.30	0.42	0.14	0.00	3.30
600 Mixed recycling	6.67	3.72	14.99	17.60	4.62	1.58	4.99	12.68	8.76	15.10	3.45	0.00	94.16
601 Cardboard	2.44	2.40	2.05	3.54	7.11	5.26	5.79	5.73	4.49	4.60	1.80	0.00	45.21
602 E-Waste	3.05	1.04	3.01	5.28	4.32	2.50	4.50	5.87	3.42	3.52	3.14	0.00	39.65
603 Tires	35.36	6.59	13.24	15.90	18.72	21.53	12.42	14.91	25.82	11.75	9.48	0.00	185.72
604 Latex Paint	3.17	0.68	2.39	1.18	3.70	1.32	2.43	2.09	1.44	2.41	2.79	0.00	23.60
605 Oil Paint	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
606 Oil	2.02	2.38	2.72	2.44	5.40	2.75	4.89	4.47	6.87	4.96	2.02	0.00	40.92
607 Household Hazardous Waste	0.42	0.48	0.24	1.68	0.57	0.72	0.28	3.80	1.22	1.21	1.00	0.00	0.00
608 Propane Tanks	0.02	0.02	0.57	0.57	0.42	0.41	0.86	0.54	0.78	0.51	0.06	0.00	0.00
609 Grain Bags	0.00	0.62	0.14	0.00	2.20	0.43	0.04	0.00	0.00	0.14	0.78	0.00	0.00
610 Fluorescent Bulbs Commercial	0.04	0.14	0.10	0.11	0.02	0.04	0.07	0.06	0.12	0.12	0.09	0.00	0.00
611 Underlay	0.10	0.10	0.02	0.01	0.08	0.08	0.18	0.03	0.46	0.09	0.07	0.00	1.22
612 Salvage Material	0.00	0.00	0.00	0.00	0.00	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.04
613 Tire Shred	883.47	1,319.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,270.72	0.00	3,473.81
614/15 Styrofoam	0.00	0.00	0.00	0.06	0.04	0.39	0.10	0.00	0.06	0.02	0.10	0.00	0.77
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	4,940.92	5,451.71	741.32	1,292.78	1,708.10	2,362.11	237.97	0.00	0.00	3,627.91	267.88	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	20.34	0.00	20.34
703 Industrial Cover	0.00	0.00	2.72	0.00	0.00	0.00	21.14	0.00	0.00	0.00	1,396.65	0.00	1,420.51
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	6.20	2.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.35
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
716 Light Hydrocarbon Soils 6	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,481.58	959.34	1,682.31	103.47	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	8,607.20	9,278.98	3,941.56	4,988.16	6,798.94	8,020.30	5,144.36	9,572.01	5,488.54	9,839.99	6,211.60	0.00	49,969.11
Landfilled	2,541.03	2,300.87	2,914.41	3,048.32	3,683.81	3,558.00	3,441.01	3,685.94	3,548.92	3,419.44	2,771.10	0.00	34,869.36
Diverted/Cover Material	6,066.17	6,978.11	1,027.15	1,939.84	3,115.13	4,462.30	1,703.35	5,886.07	1,939.62	6,420.55	3,440.50	0.00	15,099.75
% Diverted or used for cover	70.48%	75.20%	26.06%	38.89%	45.82%	55.64%	33.11%	61.49%	35.34%	65.25%	55.39%	#DIV/0!	30.22%

**FOOTHILLS REGIONAL SERVICES COMMISSION
MONTHLY TONNAGE
DECEMBER 2022**

MONTH	HIGH RIVER	OKOTOKS	FOOTHILLS COUNTY	BLACK DIAMOND	TURNER VALLEY	NANTON	COMMERCIAL	NO CHARGE TONNAGE	TOTAL TONNAGE	NUMBER OF VEHICLES
JANUARY	308.15	506.68	377.01	75.04	73.74	51.32	6,280.64	934.92	8,607.50	5,935
FEBRUARY	274.08	436.57	296.12	72.50	57.86	51.67	6,756.50	1,332.68	9,277.98	4,791
MARCH	390.96	559.58	467.70	85.62	82.43	58.94	2,265.16	31.17	3,941.56	6,467
APRIL	418.33	635.16	655.28	106.88	89.56	60.82	2,877.54	144.59	4,988.16	7,830
MAY	601.66	896.70	700.68	143.82	119.96	86.80	3,977.91	271.41	6,798.94	9,232
JUNE	730.69	901.98	641.32	117.31	80.24	80.23	4,412.23	1,056.30	8,020.30	9,216
JULY	505.97	950.33	887.52	110.04	80.52	66.62	2,180.36	363.00	5,144.36	9,094
AUGUST	513.77	931.87	707.15	128.48	98.52	79.22	6,904.64	277.55	9,641.20	9,389
SEPTEMBER	494.71	876.92	845.48	104.73	82.00	79.45	2,771.49	233.72	5,488.50	8,485
OCTOBER	597.60	859.14	725.64	108.62	84.56	89.87	7,231.04	143.52	9,839.99	8,600
NOVEMBER	371.73	550.94	1,887.29	61.11	67.19	53.28	1,934.63	1,285.43	6,211.60	5,200
DECEMBER	308.76	473.89	302.08	63.84	50.10	44.88	1,497.24	890.59	3,631.38	4,896
TOTAL	5,516.41	8,579.76	8,493.27	1,177.99	966.68	803.10	49,089.38	6,964.88	81,591.47	89,135
POPULATION	14,052	29,002	22,766	2,700	2,559	2,130	73,209	73,209	73,209	
Tonnes/Capita	0.39	0.30	0.37	0.44	0.38	0.38	0.67	0.10	1.11	

**FOOTHILLS REGIONAL SERVICES COMMISSION
MONTH TO YEAR COMPARISON
DECEMBER 2022**

	December 2021	December 2022	MO. TO DATE VARIANCE	% CHANGE	YR TO DATE 2021	YR TO DATE 2022	YR TO DATE VARIANCE	% CHANGE
HIGH RIVER	310.21	308.76	-1.45	-0.47%	5,546.49	5,516.41	-30.08	-0.54%
OKOTOKS	619.65	473.89	-145.76	-23.52%	11,474.64	8,579.76	-2,894.88	-25.23%
FOOTHILLS COUNTY	355.84	302.08	-53.76	-15.11%	7,261.39	8,493.27	1,231.88	16.96%
BLACK DIAMOND	76.49	63.84	-12.65	-16.54%	1,618.03	1,177.99	-440.04	-27.20%
TURNER VALLEY	63.11	50.10	-13.01	0.78%	1,166.34	966.68	-199.66	-17.12%
NANTON	52.94	44.88	-8.06	-15.22%	1,038.08	803.10	-234.98	-22.64%
COMMERCIAL	1,519.08	1,497.24	-21.84	-1.44%	49,573.37	49,089.38	-483.99	-0.98%
NO CHARGE FILL	375.78	890.59	514.81	137.00%	5,651.10	6,964.88	1,313.78	23.25%
TOTALS	3,373.10	3,631.38	258.28	7.66%	83,329.44	81,591.47	-1,737.97	-2.09%
VEHICLES	5,069	4,896	-173	-3.41%	94,491	89,135	-5,356	-5.67%
AVG. TONNAGE/VEHICLE	0.67	0.74	0.07	10.70%	0.88	0.92	0.04	4.02%

2022 BUDGET TONNAGE 69,181
% TO DATE 117.94%

Leaves, Grass and other compostable Material included in above amounts

HIGH RIVER
OKOTOKS
FOOTHILLS COUNTY
BLACK DIAMOND
TURNER VALLEY
NANTON
COMMERCIAL

	December 2021	December 2022	MO. TO DATE VARIANCE	% CHANGE	YR TO DATE 2021	YR TO DATE 2022	YR TO DATE VARIANCE	% CHANGE
HIGH RIVER	24.00	4.20	-19.80	-82.50%	797.79	802.28	4.49	0.56%
OKOTOKS	66.00	13.74	-52.26	-79.18%	1,767.39	1,669.98	-97.41	-5.51%
FOOTHILLS COUNTY	50.00	15.00	-35.00	-70.00%	864.90	1,077.71	212.81	24.61%
BLACK DIAMOND	8.00	1.84	-6.16	-77.00%	289.16	210.13	-79.03	-27.33%
TURNER VALLEY	14.00	1.04	-12.96	-92.57%	68.68	72.16	3.48	5.07%
NANTON	5.00	0.46	-4.54	-90.80%	28.77	26.59	-2.18	-7.58%
COMMERCIAL	39.00	20.68	-18.32	-46.97%	1,238.41	1,025.09	-213.32	-17.23%
	206.00	56.96	-149.04	-72.35%	5,055.10	4,883.94	-171.16	-3.39%

**FOOTHILLS REGIONAL SERVICES COMMISSION
COMPARISON - TRUCK AND RESIDENT HAULING
DECEMBER 2022**

MONTH	BLACK DIAMOND		HIGH RIVER		FOOTHILLS COUNTY		OKOTOKS		TURNER VALLEY		NANTON	
	TRUCK	RESIDENT	TRUCK	RESIDENT	TRUCK	RESIDENT	TRUCK	RESIDENT	TRUCK	RESIDENT	TRUCK	RESIDENT
JANUARY	47.17	27.87	238.49	69.66	23.21	353.80	295.50	211.18	51.50	22.24	40.06	11.26
FEBRUARY	43.88	28.62	212.27	61.81	19.56	276.56	254.14	182.43	46.02	11.84	44.75	6.92
MARCH	58.47	27.15	279.23	111.73	20.64	447.06	315.60	243.98	59.85	22.58	41.86	17.08
APRIL	61.42	45.46	271.69	146.64	23.36	631.92	281.50	353.66	48.44	41.12	40.19	20.63
MAY	89.32	54.50	422.24	179.42	38.90	661.78	332.88	563.82	61.84	58.12	56.42	30.38
JUNE	81.56	35.75	588.41	142.28	26.92	614.40	377.80	524.18	39.98	40.26	43.77	36.46
JULY	59.72	50.32	328.48	177.49	198.06	689.46	322.95	627.38	39.52	41.00	37.90	28.72
AUGUST	50.02	78.46	347.25	166.52	27.13	680.02	321.63	610.24	52.79	45.73	51.88	27.34
SEPTEMBER	65.68	39.05	334.75	159.96	27.22	818.26	326.32	550.60	39.90	42.10	42.31	37.14
OCTOBER	55.78	52.84	396.40	201.20	16.38	709.26	314.20	544.94	38.94	45.62	51.25	38.62
NOVEMBER	40.81	20.30	278.06	93.67	1,421.18	466.11	311.14	239.80	48.32	18.87	38.00	15.28
DECEMBER	45.58	18.26	235.38	73.38	25.94	276.14	297.92	175.97	36.27	13.83	34.00	10.88
TOTAL	699.41	478.58	3,932.65	1,583.76	1,868.50	6,624.77	3,751.58	4,828.18	563.37	403.31	522.39	280.71
	59.37%	40.63%	71.29%	28.71%	22.00%	78.00%	43.73%	56.27%	58.28%	41.72%	65.05%	34.95%

FOOTHILLS REGIONAL SERVICES COMMISSION

Summary of Waste Streams **Landfilled** vs. Diverted
January 1, 2022 to December 31, 2022

Waste Type	January	February	March	April	May	June	July	August	September	October	November	December	Total
100 Mixed Solid Waste	2,530.16	2,295.54	2,903.46	3,006.67	3,514.07	3,466.03	3,368.17	3,609.22	3,453.12	3,354.51	2,708.55	2,526.74	36,736.24
101 Hard To Handle	1.64	3.21	2.12	7.95	28.00	35.51	1.84	3.66	11.92	5.64	1.26	6.66	109.41
102 Animal Products	5.34	1.10	4.88	3.51	1.30	3.66	2.68	2.74	3.96	4.76	9.56	8.01	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	0.30	0.21	0.04	0.32	0.06	0.35	0.00	0.49	1.01	0.53	0.00	0.24	3.55
200 Demolition Waste	0.00	0.00	0.00	0.00	86.12	0.00	0.00	20.82	0.00	14.37	48.15	0.00	169.46
201 Wood	46.66	43.69	99.71	124.68	251.18	197.64	221.41	226.38	174.77	133.22	47.69	48.90	1,615.93
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
203 Clean Drywall	36.43	12.11	16.01	9.06	16.67	19.96	14.49	19.68	21.94	23.10	23.10	8.25	220.80
204 Asphalt Shingles (mixed)	3.89	1.02	3.95	30.19	54.32	52.80	68.32	49.50	79.92	40.16	3.58	0.00	387.65
205 Concrete (big)	3.86	11.06	10.64	33.68	80.19	52.07	45.69	73.26	63.08	100.80	32.58	21.25	528.16
206 Asphalt	8.48	0.00	0.00	0.00	0.90	13.60	164.92	0.00	2.40	0.29	30.96	0.00	221.55
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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 Clin 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	23.04	8.90	23.36	166.27	470.74	530.66	403.47	241.95	198.41	257.63	53.44	6.01	2,383.88
302 Yard Waste	6.70	8.92	23.02	58.16	184.06	189.92	107.90	104.46	100.04	81.66	15.79	2.05	882.68
303 Manure	8.36	4.02	6.55	8.62	13.77	5.96	24.06	6.78	22.01	17.26	2.40	10.90	130.69
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
308 Sandstone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	0.00	0.00	0.10
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	8.08	4.12	7.24	43.50	187.18	137.50	129.78	248.05	99.59	219.58	13.96	7.94	1,106.52
401 Cover with Debris	0.00	0.00	0.00	6.83	14.18	5.74	42.70	51.17	6.91	38.78	0.00	0.32	166.63
402 Clean Cover (Sand/Clay/No Debris)	0.00	0.00	0.00	0.00	6.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.28
403 Clean Topsoil	0.00	0.00	0.00	30.81	15.30	726.49	119.39	97.78	70.32	22.56	11.99	0.00	1,094.64
404 Street Sweepings	0.00	0.00	0.00	0.00	8.34	0.26	0.00	0.00	0.00	0.00	0.00	0.00	8.60
405 Sludge	11.36	8.90	12.54	9.28	11.42	6.15	5.66	6.39	5.18	9.70	10.06	6.83	103.47
406 Approved Cover N/C	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
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
410 Hydrovac Slurry	13.67	66.26	9.72	72.91	39.40	119.86	64.05	216.77	110.60	107.28	93.31	62.95	976.78
500 Metal	17.37	15.18	22.68	23.36	47.52	50.70	59.04	54.65	45.04	45.88	16.92	18.03	416.37
501 White Goods (Fridges/Freezers)	3.92	5.21	5.78	8.22	12.25	5.97	5.07	6.10	5.14	7.21	4.32	2.80	71.99
502 Batteries	0.26	0.03	0.15	0.84	0.39	0.31	0.06	0.40	0.30	0.42	0.14	0.20	3.50
600 Mixed recycling	6.67	3.72	14.99	17.60	4.62	1.58	4.99	12.68	8.76	15.10	3.45	4.30	98.46
601 Cardboard	2.44	2.40	2.05	3.54	7.11	5.26	5.79	5.73	4.49	4.60	1.80	2.49	47.70
602 E-Waste	3.05	1.04	3.01	5.28	4.32	2.50	4.50	5.87	3.42	3.52	3.14	2.80	42.45
603 Tires	35.36	6.59	13.24	15.90	18.72	21.53	12.42	14.91	25.82	11.75	9.48	4.53	190.25
604 Latex Paint	3.17	0.68	2.39	1.18	3.70	1.32	2.43	2.09	1.44	2.41	2.79	0.29	23.89
605 Oil Paint	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
606 Oil	2.02	2.38	2.72	2.44	5.40	2.75	4.89	4.47	6.87	4.96	2.02	1.62	42.54
607 Household Hazardous Waste	0.42	0.48	0.24	1.68	0.57	0.72	0.28	3.80	1.22	1.21	1.00	0.42	0.00
608 Propane Tanks	0.02	0.02	0.57	0.57	0.42	0.41	0.86	0.54	0.78	0.51	0.06	0.14	0.00
609 Grain Bags	0.00	0.62	0.14	0.00	2.20	0.43	0.04	0.00	0.00	0.14	0.78	1.70	0.00
610 Fluorescent Bulbs Commercial	0.14	0.14	0.10	0.11	0.02	0.04	0.07	0.06	0.12	0.12	0.09	0.09	0.00
611 Underlay	0.10	0.10	0.02	0.01	0.08	0.08	0.18	0.03	0.46	0.09	0.07	0.02	1.24
612 Salvage Material	0.00	0.00	0.00	0.00	0.00	0.04	0.00	0.00	0.00	0.00	0.00	0.00	0.04
613 Tire Shred	883.47	1,319.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,270.72	873.70	4,347.51
614/15 Styrofoam	0.00	0.00	0.00	0.06	0.04	0.39	0.10	0.00	0.06	0.02	0.10	0.12	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	4,940.92	5,451.71	741.32	1,292.78	1,708.10	2,362.11	237.97	0.00	0.00	3,627.91	267.88	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	20.34	0.00	20.34
703 Industrial Cover	0.00	0.00	2.72	0.00	0.00	0.00	21.14	0.00	0.00	0.00	1,396.65	0.00	1,420.51
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	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	6.20	2.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.35
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
716 Light Hydrocarbon Soils 6	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,481.58	959.34	1,682.31	103.47	1.08	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	8,607.20	9,278.98	3,941.56	4,988.16	6,798.94	8,020.30	5,144.36	9,572.01	5,488.54	9,839.99	6,211.60	3,631.38	53,589.05
Landfilled	2,541.03	2,300.87	2,914.41	3,048.32	3,683.81	3,558.00	3,441.01	3,685.94	3,548.92	3,419.44	2,771.10	2,541.41	37,402.76
Diverted/Cover Material	6,066.17	6,978.11	1,027.15	1,939.84	3,115.13	4,462.30	1,703.35	5,886.07	1,939.62	6,420.55	3,440.50	1,089.97	16,186.29
% Diverted or used for cover	70.48%	75.20%	26.06%	38.89%	45.82%	55.64%	33.11%	61.49%	35.34%	65.25%	55.39%	30.02%	30.20%

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

BYLAW NO. 001/2023

**BEING A BYLAW RESPECTING THE ESTABLISHMENT OF THE FEES FOR THE
PROVISION OF REGIONAL WASTE MANAGEMENT FACILITIES AND THE DELIVER
OF SEWAGE SERVICES FROM THE COMMISSION TO THE MEMBERS OF THE
COMMISSION**

WHEREAS:

- A.** the Commission has been established by Ministerial Order; and
- B.** pursuant to Section 602.09(1)(e) of the *Municipal Government Act*, the Commission must pass a bylaw respecting the fees to be charged by the Commission for services provided to its customers or to any class of its customers;

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

1. SHORT TITLE

- 1.1. This Bylaw may be referred to as the "**Fees Bylaw**".

2. DEFINITIONS

- 2.1. "**Commission**" means the Foothills Regional Services Commission;
- 2.2. "**Customer**" or "**Customers**" means any party that receives the services from the Commission; and
- 2.3. "**Member**" or "**Members**" means the member municipal authorities that are members of the Commission, which includes:
 - (a) Foothills County;
 - (b) Town of Okotoks;
 - (c) Town of High River;
 - (d) **Town of Diamond Valley**; and
 - (e) Town of Nanton.

3. FEES

- 3.1. The fees to be charged to Customers for the use of the regional waste management facilities shall be set out in Schedule "A" appended to this Bylaw.

4. AMENDMENTS

- 4.1. 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 23rd day of January 2023.

Chair

CAO

Received second reading this 23rd day of January 2023.

Chair

CAO

Received third reading this 23rd day of January 2023.

Chair

CAO

SCHEDULE 'A'**FOOTHILLS REGIONAL LANDFILL & RESOURCE RECOVERY CENTRE**

	price per tonne		price per tonne
Minimum Charge - up to 100 Kg	\$ 10.00		
100 Mixed Soild Waste	\$ 105.00	888 No Weight Load	N/C
100 Member Municipalities	\$ 70.00	999 Scale Usage Charge	N/C
101 Hard to Handle	\$ 165.00		
102 Animal Products	\$ 165.00	Surcharges - tipping fees may apply in addition	
104 Out of Boundary Penalty Rate	\$ 152.00	Fridges/Freezers/White Goods Freon removal	\$ 20.00
200 Demolition Waste	\$ 152.00	Automotive Propane Tanks	\$ 25.00
201 Wood	\$ 72.00	Household Hazardous Waste -Eligible over 20 L	\$ 50.00
203 Drywall	\$ 72.00	Household Hazardous Waste -Ineligible over 20 L	\$ 100.00
204 Asphalt Shingles	\$ 92.00	205 L drums of unlabelled chemicals	\$ 450.00
205 Concrete	\$ 50.00	Untarped or Unsecured Load	\$ 10.00
206 Asphalt	\$ 70.00	Equipment Assistance	\$80.00+GST
213 Special Handling	\$ 175.00	Prepaid Voucher Booklet -10 vouchers	\$ 75.00
214 C & D Grind	\$ 70.00		
234 Asphalt Shingles -No Charge	N/C	All pricing in red must be authorized by the Landfill Manager	
301 Grass, Leaves & Sod	N/C		
302 Branches - Yard Waste	\$ 72.00		
303 Manure	\$ 92.00		
304 Green Wood Chip - sale outgoing	\$ 40.00		
307 Compost Residential - sale outgoing	\$ 25.00		
308 Sandstone -sale outgoing	\$ 30.00		
309 Gypsum - sale outgoing	\$ 25.00		
310 Landscape Materials Bulk - commercial	\$ 15.00		
311 Clay - outgoing	\$ 5.00		
334 Green Chip - No Charge	N/C		
335 Clean Wood Chip - No Charge	N/C		
336 Construction Chip - No Charge	N/C		
338 Sandstone - No Charge	N/C		
400 Mixed Soil - clay, gravel, black dirt	\$ 25.00		
401 Cover soil with debris	\$ 25.00		
402 Clean cover (no debris, sand, gravel, clay)	\$ 25.00		
403 Clean Topsoil	N/C		
404 Street Sweepings	\$ 70.00		
405 Sludge	\$ 165.00		
406 Approved cover - n/c	N/C		
407 Leachate	N/C		
410 Hydrovac Slurry	\$ 65.00		
411 Hydrovac Slurry – discounted rate	\$ 60.00		
500 Metal	\$ 75.00		
501 Fridges - n/c weight	N/C		
502 Batteries	N/C		
600 Mixed Recycling	\$ 70.00		
601 Cardboard	\$ 70.00		
602 Electronic Waste	N/C		
603 Tires	N/C		
604 Paint	N/C		
607 Household Hazardous Waste	N/C		
608 Propane Tanks	N/C		
609 Grain Bags	N/C		
610 Flourescent Bulbs - commercial	\$2.00/kg		
611 Underlay	N/C		
612 Salvaged Material - Outgoing	N/C		
613 Tire Shred	N/C		
614 Styrofoam - Outgoing	N/C		
615 Styrofoam - Incoming	\$ 105.00		
700 Mixed Industrial/Oilfield	\$ 115.00		
701 Light Hydrocarbon Soils 1	\$ 30.00		
702 Industrial Contaminated Soils	\$ 35.00		
703 Industrial Cover	\$ 25.00		
705 Institutional	\$ 90.00		
706 Cement Returns	\$ 90.00		
707 Asbestos - 2 tonne minimum	\$ 175.00		
708 Drill Cuttings	\$ 40.00		
709 Industrial	\$ 90.00		
710 Large Asbestos	\$ 350.00		
711 Contaminated Soil - discounted rate	\$ 15.00		
712 Light Hydrocarbon Soils 2	\$ 31.00		
713 Light Hydrocarbon Soils 3	\$ 32.00		
714 Light Hydrocarbon Soils 4	\$ 33.00		
715 Light Hydrocarbon Soils 5	\$ 34.00		
716 Light Hydrocarbon Soils 6	\$ 35.00		
800 Asbestos - flat rate minimum charge	\$ 350.00		

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

BYLAW NO. 002/2023

**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 Administrative 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 that are members of the Commission, which includes:
 - (a) Foothills County;
 - (b) Town of Okotoks;
 - (c) Town of High River;
 - (d) **Town of Diamond Valley;** and
 - (e) Town of Nanton.
- 1.9. "**Secretary-Treasurer**" means that individual appointed as the Secretary-Treasurer by the Board in accordance with Article 6 herein; and
- 1.10. "**Organizational Meeting**" has the meaning ascribed in Article 4.1 herein.

2. REPEAL OF BYLAW

- 2.1. Bylaw No. 003-2021 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 23rd day of January 2023.

CHAIRPERSON

CAO

Received second reading this 23rd day of January 2023.

CHAIRPERSON

CAO

Received third reading this 23rd day of January 2023.

CHAIRPERSON

CAO

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

BYLAW NO. 003/2023

**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 3.1 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 Administrative 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 that are members of the Commission, which includes:
 - (a) Foothills County;
 - (b) Town of Okotoks;
 - (c) Town of High River;
 - (d) **Town of Diamond Valley**; and
 - (e) Town of Nanton.
- 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:
 - (a) Foothills County;
 - (b) Town of Okotoks;
 - (c) Town of High River;
 - (d) **Town of Diamond Valley**; and
 - (e) 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 23rd day of January 2023.

CHAIRPERSON

CAO

Received second reading this 23rd day of January 2023.

CHAIRPERSON

CAO

Received third reading this 23rd day of January 2023.

CHAIRPERSON

CAO

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

BYLAW NO. 004/2023

**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 that are members of the Commission, which includes:
 - (a) Foothills County;
 - (b) Town of Okotoks;
 - (c) Town of High River;
 - (d) **Town of Diamond Valley;** and
 - (e) Town of Nanton.
- 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 3.2 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 23rd day of January 2023.

CHAIRPERSON

CAO

Received second reading this 23rd day of January 2023.

CHAIRPERSON

CAO

Received third reading this 23rd day of January 2023.

CHAIRPERSON

CAO

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

BYLAW NO. 005/2023

**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 that are members of the Commission, which includes:
 - (a) Foothills County;
 - (b) Town of Okotoks;
 - (c) Town of High River;
 - (d) **Town of Diamond Valley**; and
 - (e) Town of Nanton.
- 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

[BLLP NTD: OR

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.
- 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 23rd day of January 2023.

CHAIRPERSON

CAO

Received second reading this 23rd day of January 2023.

CHAIRPERSON

CAO

Received third reading this 23rd day of January 2023.

CHAIRPERSON

CAO

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**ADOPTED MINUTES
OF THE FOOTHILLS REGIONAL SERVICES COMMISSION TECHNICAL ADVISORY
GROUP**

**Thursday, September 1, 2022
via Teams video conference**

MEMBERS PRESENT	Paul Lyons, Waste Services Manager, Town of Okotoks, Chair Craig Beaton, Municipal Operations & Facilities Manager, Town of Turner Valley Harry Riva Cambrin, CAO, Foothills Regional Services Commission Joe Angevine, Landfill Manager, Foothills County
MEMBERS ABSENT	Peter Leek, Roads & Solid Waste Supervisor, Town of High River Tom Dougall, Public Works Manager, Town of Black Diamond
STAFF PRESENT	Kim Gordon, Waste Service Assistant, Town of Okotoks

1. CALL TO ORDER

The Chair called the meeting to order at 10:34 a.m.

2. ADOPTION OF AGENDA

2.1 Additions / Deletions

The following item was added to the agenda:

4.3 TAG Meetings

2.2 Adoption

MOTION: By P. Lyons that the agenda for the September 1, 2022 Foothills Regional Services Commission Technical Advisory Group meeting be adopted as amended.

Carried Unanimously

3. MINUTES OF PREVIOUS MEETING

MOTION: By C. Beaton that the minutes of the Foothills Regional Services Commission Technical Advisory Group meeting held May 5, 2022 be adopted as presented.

Carried Unanimously

4. BUSINESS

4.1 Matters arising from the previous minutes

ACTION: P. Lyons will collaborate with J. Angevine and H. Riva Cambrin on advertising to help people understand what is considered hazardous waste and what isn't.

Completed: No. This item has been removed.

The Alberta Recycling Management Authority (ARMA) is creating a video to help waste operators understand how to properly handle hazardous waste. P. Lyons suggested that the content be used for promotion and education after the video has been released.

Okotoks is concerned about the high amount of cosmetic and cleaning products that are being dropped off at the Eco Centre when they should be disposed of at the landfill instead of included with household hazardous waste.

ACTION: P. Lyons will contact ARMA to ascertain if they already have templates for household hazardous waste advertising.

ACTION: Municipalities will send J. Angevine a copy of their most recent waste audits.

Completed: No.

ACTION: K. Gordon will send J. Angevine a copy of Okotoks, Black Diamond and Turner Valley's most recent waste audits today.

ACTION: P. Lyons will send information to the group on the sanitizing machine Okotoks purchased for its vehicles.

Completed: Yes.

ACTION: J. Angevine will speak to Foothills County regarding electronic waste collection at the transfer site.

Completed: Ongoing.

H. Riva Cambrin advised J. Angevine to proceed with setting up electronic waste collection at the transfer site.

ACTION: J. Angevine will notify C. Beaton once electronic waste collection is set up at the transfer site.

ACTION: C. Beaton will provide J. Angevine with information on the company that currently collects electronic waste at the Oilfields Recycling Centre.

Completed: Yes.

4.2 Updates

4.2.1 Foothills Regional Landfill & Resource Recovery Centre

- Major staff shortages.
- The main road will be paved from the scales to the throw-and-go area. The road will be paved using shingles that have been gathered over the last ten years combined with asphalt.
- The Bio Cover project will be moving ahead in the spring.
- Work on a new landfill cell in the Southwest corner will begin next year.
- Okotoks questioned as to whether the direction in which the waste collection trucks dump their loads may be altered on days when there are heavy winds. J. Angevine suggested that on days with heavy winds, waste collection trucks wait until it's not busy and dump at a different angle.

4.2.2 Okotoks

- Facing challenges with fuel costs.

4.2.3 Turner Valley

- Everything is going well.

4.3 TAG Meetings

The group decided that the frequency of the TAG meetings should be changed from monthly to quarterly. The Foothills Regional Service Commission will need to approve the amended Terms of Reference in order for this to proceed.

MOTION: By H. Riva Cambrin that TAG present the Foothills Regional Service Commission with a revised copy of the Terms of Reference that reflects the switch to a quarterly meeting schedule.

Carried Unanimously

5. NEXT MEETING

The next meeting will be held on Thursday, December 1, 2022.

6. ADJOURNMENT

Chair Lyons adjourned the September 1, 2022 Foothills Regional Services Commission Technical Advisory Group Meeting at 11:09 a.m.

Foothills Regional Waste Management Technical Advisory Group

Terms of Reference

January 2018

1.0 NAME

Foothills Regional Waste Management Technical Advisory Group

2.0 GENERAL

The Foothills Region is committed to implementing its waste management system, including achievement of its waste diversion objectives, in accordance with regulatory requirements and industry best practices. In addition, the Foothills Region is committed to implementing its waste management system in collaboration and cooperation with the community at large. These Terms of Reference establish the mechanism for such communication and collaboration with representatives from all the communities.

3.0 MISSION

3.1 The mandate of the Regional Waste Management Technical Advisory Group (TAG) shall be to provide advice and recommendations to the FRSC that will facilitate the implementation of new programs, initiatives and implementation of the Foothills Region's Long-term Waste Management System, in accordance with these Terms of Reference.

3.2 The TAG shall act in an advisory capacity to Foothills Regional Services Commission (FRSC). These Terms of Reference do not give the TAG the power to commit the FRSC, its members to any particular action or to give specific direction to any staff member.

3.3 The TAG shall provide advice and recommendations on program initiatives based on the following reports received;

- a) 2015 CH2M Hill Report.
- b) 2017 TetraTech Report.
- c) 2018 – 2019 proposed alternative service delivery and implementation options report.

4.0 PURPOSES

The Technical Advisory Group seeks to:

- 4.1 Increase diversion of recyclable/compostable waste from the landfill.
- 4.2 Investigate opportunities applying the triple bottom line methodology to reduce recyclable/compostable material from the landfill.
- 4.3 Investigate effectiveness and efficiencies of existing and potential solid waste and recycling/composting programs in the Foothills Region.

5.0 DUTIES AND RESPONSIBILITIES

The primary roles and responsibilities of the TAG are to:

- 5.1 Serve as the focal point for the research and analysis of information related to garbage, recycling and organics in the Foothills Region;
- 5.2 Examine any issues and comments brought forward by member municipalities, government agencies, the private sector, technical advisors or other stakeholders and advise the FRSC.
- 5.3 Assist member municipalities in promoting public education and involvement in the implementation of waste management programs.

6.0 PARTICIPATION

6.1 The TAG shall be composed of the following voting members:

- a) One (1) person from each of the ~~six (6)~~ five (5) member municipalities in the FRSC.
- b) The CAO of the FRSC or his/her designate.
- c) The TAG may also invite members from other government agencies, the private sector, technical advisors or other stakeholders, on an as needed basis.

d) In the event that a Committee Member is to be replaced, a new member shall be forwarded by the organization he/she represents in accordance with the participation requirements identified in a) and b) above.

7.0 THE TERM OF THE TAG

7.1 The TAG members are appointed by their individual member municipalities until they are replaced.

8.0 ADMINISTRATION

8.1 The Chair shall be selected annually by the members of the TAG at the second meeting of each year. The term of the Chair shall be for one (1) year.

8.2 The Vice Chair shall be selected annually from and by the members of the TAG at the ~~second~~ first meeting of each year. The term of the Vice Chair shall be for one (1) year.

9.0 VOTING

9.1 Each member of the TAG will be entitled to one (1) vote.

10.0 ROLE OF THE CHAIR

The role of the Chair is as follows:

10.1 To preside over meetings of the TAG;

10.2 Encourage balanced and professional discussions;

10.3 Enforce on all occasions the observance of order and decorum among members;

10.4 Adjourn meeting when business is concluded;

10.5 The Chair shall be the primary contact for the FRSC for ongoing liaison, correspondence and solicitation of input from the TAG membership;

- 10.6 Ensure that attendance and meeting notes are recorded at each meeting;
- 10.7 Arrange for guest speakers or technical presentations to be made at meetings;
- 10.8 In the absence of the Chair the Vice Chair shall assume the role and rights of the Chair;
- 10.9 Draft an agenda for each meeting to be circulated, with supporting documents, one week prior to the meeting.

11.0 COMMUNICATIONS AND MEETING NOTES

11.1 Participants' electronic and telephone contact information will be stored on a list that will be stored and maintained by the Group Chair.

11.2 The contact information may be shared by the Group Chair.

- a) A set of notes taken at each meeting shall be shared with all participants.
- b) Meeting notes are intended to record general information and discussions.
- c) Meeting notes will be written without personal attributions unless identification is required to further the activity of the Group as in the case of assigning action items.
- d) A copy of the adopted meeting minutes will be forwarded to the FRSC for their records.
- e) Participants are expected to share meeting notes with staff and elected officials within their own municipal organizations as directed by and according to the practices and policies of those organizations.

12.0 MEETING HOST (Meeting Schedule, Time & Location)

12.1 The TAG shall meet ~~monthly~~ quarterly; however, additional meetings may be scheduled at the call of the Chair, to facilitate public input and to deal with matters related to the implementation of the long-term waste management system.

12.2 The meeting schedule will be established by the Chair in collaboration with the TAG members.

12.3 The TAG meetings will generally be held from 10:30 a.m. to 12:30 p.m. at Town of Okotoks Operation Centre Offices, or at other locations, as designated by the TAG. Meetings may be held at other times in the day if so decided by the TAG but shall not exceed two (2) hours; Hosting involves providing a meeting space, audio/visual equipment, and basic refreshments.

13.0 QUORUM

13.1 ~~Four (4)~~ Three (3) members of the TAG as of the date of the meeting shall constitute a quorum;

13.2 As soon as there is quorum after the time set for the meeting, the Chair shall call the meeting to order;

13.3 If a quorum is not present within thirty (30) minutes after the time set for the meeting, then the names of the members present shall be recorded and the meeting shall be adjourned until the date of the next meeting;

13.4 If a quorum is lost during a meeting and is not regained within fifteen (15) minutes, the meeting shall be adjourned until the date of the next meeting.

14.0 CONDUCT OF TAG BUSINESS

14.1 Town of Okotoks staff will prepare committee meeting agendas with input from the TAG members. Agendas will be forwarded to each member at least five (5) business days prior to the meeting. At the meeting, the Chair may grant requests for discussion of items not on the agenda;

14.2 Discussion of agenda items shall recognize the two-hour limit set for TAG meetings;

14.3 The TAG may also choose to retain a consultant to assist with its review of information provided by the Foothill Region. All correspondence to any agency prepared by the consultant or a TAG member shall include the FRSC and member municipalities on the distribution.

14.4 Members shall disclose to the TAG any conflicts of interest related to agenda items prior to discussion of such items;

14.5 Discussions will be based on the principle that everyone has a right to express his or her opinion. Motions will generally be on a consensus basis;

14.6 All action items required as a result of the discussions at TAG meetings shall be undertaken through the Chair who shall respond to the TAG members within fourteen (14) days of the meeting;

14.7 Meeting notes shall be recorded by a secretary designated by the Chair. Meeting notes shall not be verbatim and may not necessarily reference the names of the individual members who participated in discussion of specific agenda items. The meeting notes shall be submitted by the Chair to the TAG members for review no later than two (2) weeks following the meeting;

14.8 Members shall advise staff in advance (within one (1) week of receiving the meeting notes), of any amendments which they believe are required to the meeting notes. Staff will then finalize the meeting notes;

14.9 Once approved, meeting agendas and meeting notes including recommendations resulting from all TAG meetings will be forwarded to the FRSC.

15.0 AMENDMENTS TO THE TERMS OF REFERENCE

15.1 Amendments to the Terms of Reference shall be at the sole discretion and approval of the FRSC.