

AGENDA

REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF LONGVIEW

In the Province of Alberta, held on Tuesday, March 21, 2017 at
Village of Longview Community Hall Commencing at 7:00 p.m.

1.0 CALL TO ORDER

2.0 AGENDA

3.0 PUBLIC DISCUSSION

4.0 DELEGATIONS

A request to attend a Council meeting or have a topic discussed at a Council meeting must be received by the Village of Longview administration no later than 3:00 p.m. on a business day at least five (5) days immediately preceding the meeting at which it is to be presented.

5.0 MINUTES

5.1 Minutes Public Hearing

5.2 Regular Meeting February 21, 17

5.3 Committee of the Whole Meeting, March 2, 2017

6.0 REPORTS

6.1 CAO Report -

6.2 Peace Officer Report

6.3 Council Reports

7.0 FINANCIAL REPORTING

7.1 Bank Reconciliation

7.2 Accounts Payable Cheque Register – Jan 1-31, 2017

7.3 Statement of Revenue & Expenses

8.0 BYLAWS

8.1 Bylaw 395-17 – Land Use Bylaw Amendment – Open House

8.2 Beekeeping in Village

9.0 BUSINESS

9.1 Change of Council Dates month of June

9.2 Budget Meeting dates –

9.3 Dates for Initial Municipal Affairs Interview – March 29, 2017

9-4 Sewer Property Line Responsibilities

9-5 Membership Mayors & Reeves of Southwest Alberta

9-6 FCSS Committee Appointments

9.7 Fortis Streetlights

9-8 Axia – Municipal Access Agreement

10.0 CORRESPONDENCE FROM RESIDENTS

10.1 Longview Music & Arts Festival – Request For Use of Park & Tents

11.0 CORRESPONDENCE

11.1 Communities in Bloom

11.2 John Barlow – Safe Injection Sites

11.3 Fortis – Earth Hour

12.0 IN-CAMERA

Section 197(2) of the Municipal Government Act specifies that a council may close all or part of a meeting to the public if a matter to be discussed is within one of the exceptions to disclosure in Division 2 of Part 1 of FOIPP. The exceptions include matters where disclosures could be harmful to personal privacy, individual or public safety, law enforcement, intergovernmental relations, or economic or other interests. No bylaw or resolution can be passed at an in-camera meeting except a resolution to revert to the council meeting in public or to recess.

13.0

MINUTES OF PUBLIC HEARING
OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Tuesday February 21, 2017 in
Longview Community Hall commencing at 6:45 p.m.

PRESENT

Mayor Kathie Wight
Deputy Mayor Carole MacLeod
Councillor Cliff Ayrey
Chief Administrative Officer Dale Harrison
Interim Development Officer Logan Cox

CALL TO ORDER

Mayor Wight declared the Public Hearing open at 6:45 p.m.

Advertising

Mayor Wight asked if the Notice of Hearing had been advertised in accordance with requires of the MGA to which Interim Development Officer Cox replied that it had been posted on the Village Website and posted on the Village bulletin board.

Rules of Conduct

Mayor Wight explained Rules of Conduct for the Public Hearing and the Order of Presentation.

**Letter “For” or
“Against”**

Mayor Wight as Development Officer Cox if any letters either For or Against the proposed bylaw amendment had been received to the Development Officer Cox responded no.

**Explanation of
Bylaw Amendment**

Development Officer Cox explained the purpose and effect of the Bylaw Amendment.

**Speakers “in favour”
or “opposed” to the
amendment**

Vicky McGonigle spoke in favour of the Bylaw Amendment.

No one spoke against the Bylaw Amendment.

ADJOURNMENT

Mayor Wight declared the Public Hearing closed at 6:55 p.m.

MINUTES OF THE REGULAR MEETING
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Longview Community Hall commencing at 7:00 p.m.

PRESENT

Mayor Kathie Wight
Deputy Mayor Carole MacLeod
Councillor Cliff Ayrey
Chief Administrative Officer Dale Harrison

CALL TO ORDER

Mayor Wight called the meeting to order at 7:01 p.m.

AGENDA

Resolution 013-17

Additions to Agenda:

3.4 Appointment of Development Officer
9.3 Sheep River Health Trust
9.4 Committee of the Whole Meeting date

MOVED by Deputy Mayor MacLeod that the agenda be adopted as amended.

CARRIED

BYLAWS

394-17 CAO

Appointment
Resolution 014-17

MOVED by Councillor Ayrey that Council give first reading to Bylaw 394-17 being a Bylaw of the Village of Longview in the Province of Alberta to appoint a Chief Administrative Officer.

CARRIED

Resolution 015-17

MOVED by Deputy Mayor MacLeod that Council give second reading to Bylaw 394-17 being a Bylaw of the Village of Longview in the Province of Alberta to appoint a Chief Administrative Officer.

CARRIED

Resolution 016-17

MOVED by Mayor Wight that Council give three readings to Bylaw 394-17 being a Bylaw of the Village of Longview in the Province of Alberta to appoint a Chief Administrative Officer at this meeting.

CARRIED

Resolution 017-17

MOVED by Councillor Ayrey that Council give third and final reading to Bylaw 394-17 being a Bylaw of the Village of Longview in the Province of Alberta to appoint a Chief Administrative Officer.

CARRIED

395-17 Land Use

Bylaw Amendment
Resolution 018-17

MOVED by Deputy Mayor MacLeod that Bylaw 395-17 being a Bylaw of the Village of Longview in the Province of Alberta to amend Land Use Bylaw 184 be given first reading.

CARRIED

Resolution 019-17

MOVED by Councillor Ayrey that Bylaw 395-17 being a Bylaw of the Village of Longview in the Province of Alberta to amend Land Use Bylaw 184 be given second reading.

CARRIED

Resolution 020-17

MOVED by Councillor Ayrey that Bylaw 395-17 being a Bylaw of the Village of Longview in the Province of Alberta to amend Land Use Bylaw 184 be given three readings at this meeting.

CARRIED

Resolution 021-1

MOVED by Mayor Wight that Bylaw 395-17 being a Bylaw of the Village of Longview in the Province of Alberta to amend Land Use Bylaw 184 be given third and final reading.

CARRIED

**389-16 Council
Composition**

MOVED by Deputy Mayor MacLeod that Council give second reading to Bylaw 389-16 being a Bylaw of the Village of Longview in the Province of Alberta to change the Composition of Council.

DEFEATED

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**396-17 Development
Officer
Appointment**

Resolution 022-17

MOVED by Deputy Mayor MacLeod that Council give first reading to Bylaw 396-17 being a Bylaw of the Village of Longview in the Province of Alberta to appoint a Development Officer. **CARRIED**

Resolution 023-17

MOVED by Councillor Ayrey that Council give second reading to Bylaw 396-17 being a Bylaw of the Village of Longview in the Province of Alberta to appoint a Development Officer. **CARRIED**

Resolution 024-17

MOVED by Mayor Wight that Council give three readings to Bylaw 396-17 being a Bylaw of the Village of Longview in the Province of Alberta to appoint a Development Officer at this meeting. **CARRIED**

Resolution 025-17

MOVED by Councillor Ayrey that Council give third and final reading to Bylaw 396-17 being a Bylaw of the Village of Longview in the Province of Alberta to appoint a Development Officer. **CARRIED**

**PUBLIC
DISCUSSION**

Question about a proposed bill approx. \$300m for cleaning sewage lagoon cells. Councillor Ayrey responded about establishing a reserve fund because MSI funding won't cover expense.
Question about MSI funding for Patrol Vehicle
Quad 4 water agreement between Turner Valley, Black Diamond, MD of Foothills, & Longview. Village listed as Interested party.
Phase 2 – Water Treatment Upgrade

DELEGATIONS

Kirk Davis

Update on Solar Farm. Alberta Municipal Solar Program 25% reimbursement. Direct Generation – not as effective. Lease property to other generators.

MINUTES

Resolution 026-17

MOVED by Deputy Mayor MacLeod that the Minutes of the Regular Meeting of January 17, 2017 and be adopted as presented.

CARRIED

REPORTS

CAO Report

CAO Dale Harrison summarized the report previously submitted to Council.

Peace Officer Report

Mayor Wight summarized the Peace Officer January reports as previously submitted to Council.

Council Reports

Councillor Ayrey reported that

- FRESC Ambulance Services changes 911 calls, attempting local solutions versus Alberta Health Services. Youth Group ski trip.
- FCSS applications intake, expression of interest for new committee

Deputy Mayor MacLeod reported

- missed last DARE meeting, they are doing a casino fund raiser.
- EDC March 8 next meeting,

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- Little New York Fund Raising Supper great evening sold out, Next Meeting Mar 2, 6 pm Fire Hall.
- Everbridge is a challenge – looking for another provider. Emergency Service new positions, new plan,

Mayor Wight reported

- Library – new Librarian, hours 10-5,
- Westwind Community Housing – some insurance money, court date for insurance. Medicine Tree Manor, Open House 170 people attended. Busy with audit. Should Westwind Strategic Planning Committee be separate. Several options being considered for renovations to High Country Lodge in Black Diamond..
- Broadband – Cochrane meeting – forming a loop, Supernet in School and Library, Axia currently provider of Supernet. Axia municipal access agreement is for 20 years. June 2018 Axia contract with Supernet agreement ends. Bell new operator of Supernet.

Resolution 027-17

MOVED by Councillor Ayrey that the reports be accepted as presented.
CARRIED

**FINANCIAL
REPORTS**

Resolution 028-17

Bank Reconciliation,
Accounts Payable Cheque Register
Variance Report – Income & Expense

MOVED by Deputy Mayor MacLeod that the Financial Report -Operating as of January 31, 2017 be accepted as presented.

CARRIED

BUSINESS

**Director and Deputy
Director Emergency
Management**

Resolution 029-17

MOVED by Councillor Ayrey that Carole MacLeod be appointed to the position of Director of Emergency Management and that

Deputy Mayor MacLeod George Teichroeb be appointed to the position of Deputy Director of Emergency Management.

CARRIED

**Infrastructure
Management Plan**

Resolution 030-17

MOVED by Deputy Mayor MacLeod that the Infrastructure Management Plan produced by MPE Engineering be accepted for use as a guide in planning future infrastructure spending.

CARRIED

**Sheep River Health
Trust Request for
Funding**

Resolution 031-17

MOVED by Deputy Mayor MacLeod that Request for \$500 Funding be taken from operating budget.

CARRIED

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**CORRESPONDENCE
FROM RESIDENTS**

**Longview & Area
Senior's Club
Request for Funding**
Resolution 032-17

MOVED by Mayor Wight that Request for \$250 Funding in support of the Strawberry Tea be approved.

CARRIED

CORRESPONDENCE

Resolution 033-17

Alberta Municipal Affairs – petition
Fortis Alberta – LED Streetlight Conversion
Alberta Municipal Affairs – Submissions Annual Ministers Awards

MOVED by Councillor MacLean that the correspondence be acknowledged as presented.

CARRIED

IN-CAMERA

Resolution 034-17

MOVED by Mayor Wight that the Council go In-Camera

Resolution 035-17

MOVED by Councillor Ayrey that the Council return to Regular Council Meeting.

**Bank Signing
Authority**

Resolution 036-17

MOVED by Councillor Ayrey that the Council approve the CAO Dale Harrison as a signatory on the Village of Longview Bank Account at RBC.

CARRIED

**Committee of the
Whole Meeting**

Schedule for March 2 at 1 pm at Village office Council Chambers. To bring CAO up-to-date on various projects in the works. i.e. Land Use Bylaw Update, Budget, etc.

ADJOURNMENT

Resolution 037-17

Mayor Wight adjourned the meeting at 9:05 p.m.

Mayor

Chief Administrative Officer

MINUTES
COMMITTEE OF THE WHOLE MEETING
OF THE COUNCIL OF THE VILLAGE OF LONGVIEW
In the Province of Alberta, held on Thursday, March 2, 2017 at
Village of Longview Council Chambers Commencing at 2:00 p.m.

PRESENT Mayor Kathie Wight
Deputy Mayor Carole MacLeod
Councillor Cliff Ayrey
Dale Harrison, CAO

CALL TO ORDER Mayor Wight called the March 2, 2017 Committee of the Whole meeting to order at 1:05 p.m.

AGENDA (General Discussion on Projects and Priorities)

1. Village email address & domain. Will check availability shorter version.
2. Projects in the works
 - a. Land Use Bylaw – Open House, Monday, April 17 – 7 pm. Community Hall. Will probably go to Council in May.
 - b. Patrol Vehicle – on order
 - c. Alberta Disaster Recovery – still in progress
 - d. Stormwater Outflow – required steaming
 - e. Crescent Point – Legacy Memorial Gardens – change plaques
 - f. Brush Pile Burning – Fire Dept to get permits – notify 911 Call Centre – March 20th, 7 pm
 - g. Sustainability Plan Review – June to email out
 - h. Review Black Diamond & Turner Valley – Sewer property line responsibilities
3. Budget Process – First Draft dates April 3/4
4. Grants – have access to websites now.
5. Campground Operations under review.
6. Info Booth Operations – can they be combined in some way?
7. Library – Maintenance, lights, - no agreement
8. Election – Returning Officer
 - a. Nomination Day – 4 weeks Prior
9. Municipal Affairs – Review – dates
 - a. Interview each Councillor, staff, petitioner, Leslie, Dale, any other identified parties.
10. Banking Signatures

ADJOURNMENT Mayor Wight adjourned at 4:20 p.m.

Mayor

CAO



VILLAGE OF LONGVIEW
CAO REPORT TO COUNCIL

TO: Council
FROM: Dale Harrison, MBA
SUBJECT: Regular Council Meeting Report
DATE: March 15, 2017

Becoming more familiar with Village Computer Filing Systems and Office Procedures

Development:

Issued one Development Permit for Commercial renovation.
Had two inquiries for future permits.

Financial:

Auditors were in the office for two days and are now working on Financial Statement. Expect to bring draft back to the April Council Meeting. Getting familiar with Accounting system navigation and financial reporting.

Longview Waterworks System – Approval to Operate:

MPE Engineering working the new approval. They have forward a draft for review.

Water Treatment Plant Upgrade Project - Phase 2:

Numerous conversations with Alberta Environment and Village engineers. Working on a resolution of Alberta Environment expectations

FCSS:

Working on submitting 2016 Funding Report

Meetings:

Two face to face meetings with citizens
In-office introductions with several citizens
Inter-Municipal Joint Steering Committee Meeting in Turner Valley with Mayor Wight

Infrastructure Management Plan

Received copies of the Sewer Camera Videos and Report
Awaiting Finalized copies of the Report

Land Use Bylaw

Scheduled date for Public Meeting

Alberta Health Services

Update on Executive Order

Action List:

Future Projects / Tasks:

MRF GIS Cloud Project start – demo of mapping scheduled Mid March	
FCSS Funding Application	
2016 Audit	6-8 March
IT inventory and hand-over preparation	Before 28Feb17
Infrastructure Management Plan finalization	31Mar17
Land Use Bylaw Update	April 17 th Open House
2017 Budget – in progress	30Apr17
General Election – Foothills School Division Agreement	01May17
MSI grant reporting	01May17
GTF grant reporting	01May17
Waterworks System Approval – in progress	01Jun17
Disaster Recovery Program Final Reporting	To be determined
Policy Manual Update	
Council Elections –	Aug-Oct
Candidate Info Package,	
Returning Officer,	
Ballots,	
Polling, Count, Reporting	
Alberta Health Services – Executive Order	April 1 – Temporary Oct 1 - Permanent

**Village of Longview Peace Officer
Report to Council – March 21st, 2017**



Year	Month	Number of Tickets	Face Value	Expected Revenue 60%
2016	January	20	\$4,931	\$2,959
2016	February	20	\$5,341	\$3,205
2016	March	34	\$8,290	\$4,970
2016	April	32	\$6,616	\$3,970
2016	May	35	\$8,581	\$5,149
2016	June	40	\$10,852	\$6,511
2016	July	20	\$10,024	\$6,014
2016	August	14	\$4,324	\$2,594
2016	September	38	\$18,397	\$11,038
2016	October	25	\$10,212	\$6,127
2016	November	23	\$7,809	\$4,685
2016	December	25	\$7,986	\$4,792
			\$103,363	\$62,014
2017	January	25	\$7,986	\$4,792
2017	February	37	\$12,661	\$7,597
TOTAL		388	\$124,010	\$74,401

Tickets Issued	Face value	Highest speed(s) clocked	Other violations	Expected return
37	\$12,661			\$7,597

Note: Expected revenue to the Village from fines can change dependent upon whether people challenge tickets in court and win, or whether they pay the tickets. Some fines may be added to an offender's drivers license to be paid when they renew their license. The program is too new to accurately predict the timing of cash flows from tickets.

The merits of the Peace Officer and Bylaw Officer Program is in getting people to change their behaviours. Traffic enforcement is one aspect of the job that helps create a safer community. Other aspects include Village bylaw creation, updating and enforcement, responding to citizen's complaints, etc. which help make Longview a great place to live.

**VILLAGE OF LONGVIEW
BANK RECONCILIATION
February 28, 2017**

General Ledger

Balance at	January 31, 2017	<u>\$1,062,848.48</u>
Plus:	Revenue	\$36,680.20
Less:	Expenses	(\$58,819.39)
Balance at	February 28, 2017	<u>\$1,040,709.29</u>

RBC General Bank Account

Balance		<u>\$1,041,350.13</u>
Less:	Outstanding Cheques Moneris	(\$744.37)
Plus:	Outstanding Deposit	\$103.53
Balance at	February 28, 2017	<u>\$1,040,709.29</u>

Other Accounts

RBC Recreation Committee Account	\$1,601.35
RBC GIC - Development Deposit	\$59,254.42
RBC Operating Line of Credit	\$0.00
ING Savings Account	\$0.00

Total Cash on Deposit as of	February 28, 2017	<u>\$1,101,565.06</u>
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2017 Village of Longview Accounts Payable Cheque List

From: 2017/02/02 To: 2017/02/28

Vendor Name	Purpose	Cheque	Date	Amount
AMSC Insurance Services...	Benefits	8297	2017/02/02	\$299.26 ✓
Barrett, Sherri	Development hearing	8298	2017/02/02	\$884.48 ✓
Caumartin, Justin	Supplies, oil, cell	8299	2017/02/02	\$141.76 ✓
D.A.R.E. Works Society	Program	8300	2017/02/02	\$150.00 ✓
Fired Up Automotive	Tire install	8301	2017/02/02	\$678.10 ✓
Longview Fas Gas	Fuel	8302	2017/02/02	\$535.45 ✓
Receiver General		8303	2017/02/02	\$3617.94 ✓
Telus Communications	Phones	8304	2017/02/02	\$511.38 ✓
Town of Okotoks	Cool Little Towns	8305	2017/02/02	\$1500.00 ✓
Western Wheel	<i>CRAD BOOK</i>	8306	2017/02/02	\$1542.24 ✓
1930414 Alberta Ltd.	Budget consult	8307	2017/02/09	\$357.00 ✓
AUMA	Membership	8308	2017/02/09	\$1126.29 ✓
Ayrey, Cliff	Bulk water hose	8309	2017/02/09	\$183.75 ✓
Caumartin, Justin	Blower motor	8310	2017/02/09	\$132.97 ✓
City of Calgary	Baton, scabbard	8311	2017/02/09	\$194.25 ✓
Executive Mat Service Ltd.	Entrance mat	8312	2017/02/09	\$47.87 ✓
Foothills Regional Service...	<i>GARBAGE</i>	8313	2017/02/09	\$361.00 ✓
Guardian Office Solutions	Office cleaning	8314	2017/02/09	\$325.00 ✓
Telus Mobility	Cell	8315	2017/02/09	\$280.97 ✓
Wiebe, Judy	Lunch (interviews), stamps	8316	2017/02/09	\$386.05 ✓
Alberta One-Call Corporation	Locates	8317	2017/02/16	\$6.30 ✓
AMSC	Truck deposit, supplies	8318	2017/02/16	\$1216.48 ✓
AMSC Insurance Services...	LNYD coverage	8319	2017/02/16	\$11242.13 ✓
Chisholm, Doreen	Furnishings, equipment	8320	2017/02/16	\$2873.84 ✓
Digitex Canada Inc.	Photocopies	8321	2017/02/16	\$90.85 ✓
Eastlink	Internet	8322	2017/02/16	\$83.95 ✓
Iron Mountain Canada...	Shredding	8323	2017/02/16	\$45.71 ✓
Mikkelsen, Dayna	Hall cleaning	8324	2017/02/16	\$98.00 ✓
MPE Engineering Ltd (billing)	General	8325	2017/02/16	\$173.25 ✓
Telus Communications	Controls	8326	2017/02/16	\$422.49 ✓
Wight, David	<i>TRUCK REPAIR</i>	8327	2017/02/16	\$448.95 ✓
Alberta Municipal Services...	<i>UTILITIES</i>	8328	2017/02/23	\$5521.29 ✓
Convergia Networks Inc.	Long distance	8329	2017/02/23	\$6.12
Iron Mountain Canada...	May '16 shredding	8330	2017/02/23	\$44.84 ✓
Longview and Area Seniors'...	<i>TEA</i>	8331	2017/02/23	\$250.00
Town of Turner Valley	Cancelled	8332	2017/02/23	\$626.85 *
Valley Fire & Safety	Emergency batteries	8333	2017/02/23	\$283.50
AAMD&C	<i>MEMBERSHIP</i>	8334	2017/02/23	\$204.75
M.D. of Foothills	<i>FIRE DEPT EXPENSES</i>	8335	2017/02/23	\$8679.88 ✓
Town of Turner Valley	<i>CHRISTMAS</i>	8336	2017/02/23	\$478.85 ✓
40 cheques for				45426.94

77437

Village of Longview
 Operating - Budget Variance
 3/16/2017

	2017 Interim Budget	2017 Actual	2017 Percent % Variance	Comments
Summary				
Total General Revenue	\$ (511,588.00)	\$ (16,852.20)	3%	
Total Legislative Revenue	\$ -	\$ -	100%	
Total Administration Revenue	\$ (26,326.00)	\$ (2,586.89)	10%	
Total Protective Services Revenue	\$ (41,482.00)	\$ (9,817.00)	24%	
Total Emergency Services Revenue	\$ -	\$ -	100%	
Total Common Services Revenue	\$ -	\$ -	100%	
Total Roads & Sidewalks Revenue	\$ (13,757.00)	\$ (2,267.80)	16%	
Total Utility Service Revenues	\$ (214,626.00)	\$ (23,091.86)	11%	
Total Planning & Development Revenue	\$ (6,338.00)	\$ (698.80)	11%	
Total Community Services Revenue	\$ (62,852.00)	\$ (3,633.90)	6%	
Revenue	\$ (876,969.00)	\$ (58,948.45)		
Total General Expenditures	\$ 136,698.00	\$ 6,007.80	4%	
Total Legislative Expenditures	\$ 21,670.00	\$ -	0%	
Total Administration Expenditures	\$ 270,707.00	\$ 42,293.97	16%	
Total Protective Services Expenditures	\$ 76,968.00	\$ 12,860.48	17%	
Total Emergency Services Expenditures	\$ 250.00	\$ -	0%	
Total Common Services Expenditures	\$ 59,466.00	\$ 12,910.40	22%	
Total Roads & Sidewalks Expenditures	\$ 17,395.00	\$ 2,243.59	13%	
Total Utility Service Expenditures	\$ 219,873.00	\$ 8,589.36	4%	
Total Planning & Development Expenditures	\$ 2,126.00	\$ -	0%	
Total Community Services Expenditures	\$ 71,787.00	\$ 3,508.02	5%	
Expenditures	\$ 876,940.00	\$ 88,413.62		
Net General	\$ (374,890.00)	\$ (10,844.40)	3%	
Net Legislative	\$ 21,670.00	\$ -	0%	
Net Administration	\$ 244,381.00	\$ 39,707.08	16%	
Net Protective Services	\$ 35,486.00	\$ 3,043.48	9%	
Net Emergency Services	\$ 250.00	\$ -	0%	
Net Common Services	\$ 59,466.00	\$ 12,910.40	22%	
Net Roads & Sidewalks	\$ 3,638.00	\$ (24.21)	-1%	
Net Utility Service	\$ 5,247.00	\$ (14,502.50)	0%	
Net Planning & Development	\$ (4,212.00)	\$ (698.80)	17%	
Net Community Services	\$ 8,935.00	\$ (125.88)	-1%	
Total Annual Amortization Expenditures	\$ -	\$ -	100%	
Net Deficit (Surplus)	\$ (29.00)	\$ 29,465.17		
Revenue from Balance Sheet		\$ (58,948.45)		
Expenditure from Balance Sheet		\$ 88,413.62		
Net Deficit (Surplus)		\$ 29,465.17		

Beekeeping in Kamloops

On April 1, 2014, City Council approved amendments to Animal Control Bylaw 34-11 to allow beekeeping in all single and two-family residential zones, as well as in institutional zones when associated with a community garden or educational program. A minimum parcel size of 370 m² is required. Beekeeping is not permitted in multi-family areas, including strata developments, or commercial and industrial areas.

Siting

While bees are generally very docile creatures, they may act defensively when they feel threatened.

Accordingly, the updated Animal Control By-law contains siting and other requirements for beehives to reduce the potential for conflicts with neighbours. Siting requirements for beehives is shown on the following graphic:

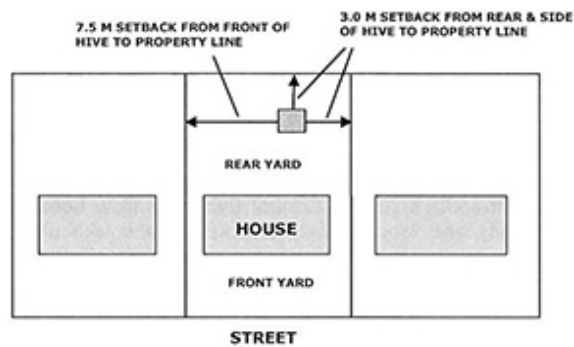
Number of hives permitted

Honey bees are raised in a hive or colony that is typically made up of a series of rectangular frames in which honeybees live and raise their young. A colony of five or less removable frames that is used mainly for rearing and storing queen bees is referred to as a nucleus colony.

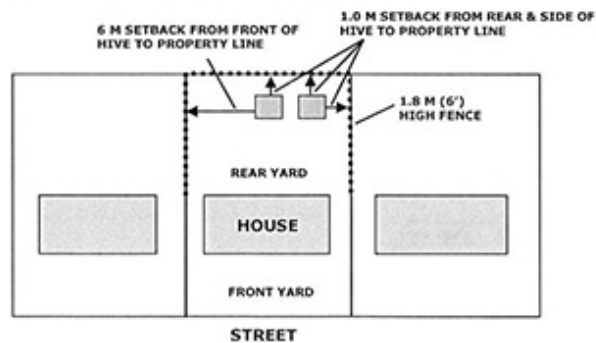
The maximum number of colonies and nucleus colonies permitted on a given property depends on the lot size, as illustrated in the following table:

PROPOSED SITING RESTRICTIONS FOR BEEHIVES

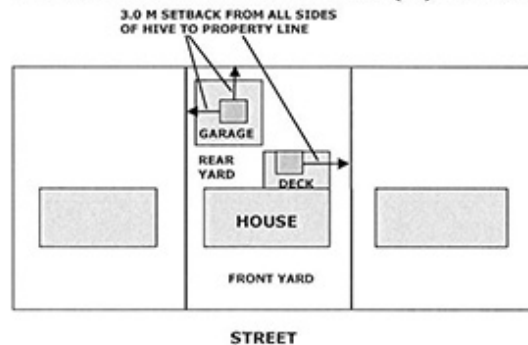
SCENARIO 1: SITING HIVES WHERE NO FENCE IS PROVIDED



SCENARIO 2: WITH 1.8 M (6') FENCE



SCENARIO 3: HIVE ELEVATED 2.5 (8') OFF GROUND



Lot Size	# of Hives	# Nucleus Colonies
370 m ² 929 m ²	2 Max	2 Max
929 m ² 1858 m ²	4 Max	4 Max
1858 m ² 0.8 ha	6 Max	6 Max
0.8 ha to 2 ha	10 Max	10 Max
2 ha or greater	Unlimited	Unlimited

Other Regulations

Any person keeping bees in the City of Kamloops must:

- a) Comply with the Bee Act (now under the Animal Health Act), including registration of beehives with the Province of BC.
- b) Provide a water supply to prevent the bees from seeking water from other sources.
- c) Take all reasonable measures to prevent and manage swarming or defensive behaviour by the bees.

Learn More

For further information about beekeeping and regulations for beekeeping in Kamloops, see the following:

[City of Kamloops Beekeeping Brochure](#)

[Kamloops Beekeepers](#)

[British Columbia Honey Producers Association](#)

[BC Gov: Apiculture – Bees and Pollinators](#)

[Animal Control Bylaw 34-11](#)

Contact Us

Bylaw Enforcement
City of Kamloops
1303 Mission Flats Road
Kamloops, BC V2C 1A9

Animal Control: 250-828-3409
email: bylaws@kamloops.ca

City of Pitt Meadows Beekeeping Bylaw

Bylaw No. 2590 and amendments thereto

A Bylaw of the City of Pitt Meadows to regulate the keeping of bees.

WHEREAS, Council has the authority to regulate, prohibit and impose requirements in relation to the keeping of bees within the City;

NOW THEREFORE, the Council of the City of Pitt Meadows in open meeting assembled, ENACTS AS FOLLOWS:

PART 1 – TITLE

1. This Bylaw may be cited as the City of Pitt Meadows Beekeeping Bylaw No. 2590, 2013.

PART 2 – INTERPRETATION

2. In this bylaw:

a) Unless the context otherwise requires, the definitions set out in the Bee Act shall apply; and b) “nucleus colony” means a colony of not more than five (5) removable frames primarily used for rearing and storing queen bees.

PART 3 – KEEPING OF BEES

- 3.1 Every person who owns, possesses or keeps bees and every person on whose property bees are kept shall:

- a) Maintain the bees in such a condition so as to reasonably prevent undue swarming or aggressive behaviour by bees;
- b) Ensure that the bees are requeened if they are subject to undue swarming or aggressive behaviour; and
- c) Provide adequate water to prevent the bees from seeking water from neighbourhood swimming pools, birdbaths, ponds or other bodies of water.

- 3.2. No person shall locate a hive within 7.5 metres of any property line except where the hive is situated either:

- a) 2.5 metres or more above the adjacent ground level, and not less than 1.5 metres from the property line, or
- b) Less than 1.8 metres above the adjacent ground level and behind a solid fence or hedge at least 1.8 metres in height running parallel to any property line and extending at least 6.0 metres beyond the hive in both directions.

- 3.3 On non-agriculturally zoned properties, no person shall keep more than:

- a) two (2) colonies and two (2) nucleus colonies on a parcel of land with an area less than 1,000 square metres (0.1 hectares);
- b) four (4) colonies and four (4) nucleus colonies on a parcel of land having an area of 1,000 square metres (0.1 hectares) or greater. (Bylaw No. 2646, 2015)

PART 4 – ENFORCEMENT

- 4.1. This bylaw may be enforced by a bylaw enforcement officer or a police officer.
- 4.2. Every person must not obstruct a bylaw enforcement officer or police officer, engaged in the enforcement of this bylaw.
- 4.3. Any person who:
 - a) violates or fails to comply with any provision of this bylaw;
 - b) permits, suffers or allows any action or thing to be done in violation of this bylaw; or
 - c) fails or neglects to do anything required to be done under this bylaw, contravenes this bylaw, and where the contravention is a continuing one, each day that the contravention continues amounts to a separate contravention.
- 4.4. This bylaw may be enforced by the issuance of a bylaw notice under the Bylaw Notice Enforcement Bylaw No. 2439, 2009.

Effective Date

- 5.1 This Bylaw shall come into force and effect as of the date of adoption.

Severability

- 6.1 If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed and the remainder of the bylaw is deemed to continue as valid.

READ a FIRST, SECOND and THIRD time the 16th day of April, 2013.

Bee bylaw buzzing on track for summer

Fort St. John's beekeeping bylaw should be ready for apiary aficionados this summer. City councillors gave the first three readings to the bylaw on Monday, requesting an expert to present to council and address public concerns before its final adoption. Under the bylaw, residents would be allowed to keep two colonies in their backyards on parcels of land less than 1,000 square metres, along with two nucleus colonies. Residents with land more than 1,000 square metres in size would be able to keep four each. "I think we're good to go. Things are buzzing along, pardon the pun," Mayor Lori Ackerman said with a laugh. Beekeepers will be subject to inspection and the bylaw sets out fines up to \$10,000 for those breaking the rules. During a recent public consultation in February, 79 out of 177 respondents said they were interested in keeping bees in the city. Another 156 said they had no objections to their neighbours keeping bees. However, some residents brought up concerns regarding stings and allergic reactions, and that urban hives would pose a nuisance for their property, while others believed beekeeping should be kept to rural areas. City staff recommended a beekeeping expert address council before the bylaw's final adoption to address concerns, and that council consider making interested beekeepers register with the city. In B.C., beekeeping bylaws are currently in place in New Westminster, Vancouver, Maple Ridge, Vernon, Delta and Surrey, according to the Urban Bee Network.

THE CORPORATION OF THE CITY OF VERNON
BYLAW NUMBER 4987

A Bylaw to Regulate the Keeping of Bees

WHEREAS pursuant to Section 8(3)(k) of the Community Charter and amendments thereto, a Council may, by bylaw, regulate, prohibit and impose requirements in relation to animals;

AND WHEREAS the City Council of the Corporation of the City of Vernon in open meeting assembled HEREBY ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes cited as "City of Vernon Bee Keeping Bylaw Number 4987, 2006".

2. In this Bylaw:

"Apiculture" means the keeping and management of bees

"Bee" means the insect *Apis mellifera*

"Bee Act" means RSBC 1996, Chapter 29

"Beehive" means a box or receptacle with movable frames, used for housing a colony of bees

"Beekeeper" means a person who owns or controls bees or beehive or beekeeping equipment

"Colony" means queen, brood and accompanying bees

"Hive" means beehive equipment inhabited by live bees

"Inspector" means an inspector appointed under the Ministry of Agriculture and Food Act

3. Responsibility of a Beekeeper:

- a. Beekeepers must comply with the Bee Act or other applicable standards adopted by the Province of British Columbia.
- b. Beekeepers or persons on whose property bees are kept have the duty to take reasonable measures to ensure that:
 - i. the apicultural operation does not pose a safety risk to persons on adjacent public or private property.
 - ii. the potential for damage to buildings and/or property located on adjacent public or private property as a result of the apicultural operation is minimized.

4. General Regulations:

- a. This bylaw only applies to apicultural operations located in zones in which Apiculture is a listed Primary Use in the City of Vernon Zoning Bylaw #5000:
 - i. A1 – Agriculture within the ALR
 - ii. RR – Rural Residential
- b. On properties zoned RR – Rural Residential , less than 0.4 hectares (1.0 acres) in size, the maximum number of colonies that may be kept on the property is 20.

- c. On properties zoned RR – Rural Residential, greater than 0.4 hectares (1.0 acres) in size, the maximum number of bees that may be kept on the property is 50 colonies per hectare.
- d. On properties zoned RR – Rural Residential, a beehive may not be placed within 7.5 meters (24.6 feet) of any property line except:
 - i. when the beehive is situated at least 2.5 meters (8.2 feet) above the adjacent property level, or
 - ii. when the beehive is situated at least 2.0 meters (6.6 feet) above the adjacent property level and is situated behind a solid fence or a natural barrier (such as shrubbery or a hedge) at least 2.0 meters in height running parallel to the property line and extending at least 1.5 meters (5 feet) beyond the beehive(s) in both directions.
- e. On properties zoned RR – Rural Residential, the following activities are exempt from paragraph 4.b and 4.c. of this bylaw:
 - i. The over-wintering of hives between October 15th and February 15th.
 - ii. The temporary storage of bees for periods of less than 48 hours between February 15th and October 15th.
- f. On properties zoned A1 - Agriculture within the ALR, the beekeeper must follow normal farm practices.
- g. This bylaw is superseded by Part 2 – Right to Farm of the Farm Practices Protection (Right to Farm) Act.
- h. As per Part 2 – Right to Farm of the Farm Practices Protection (Right to Farm) Act, on properties zoned A1 - Agriculture within the ALR:
 - i. a beekeeper is not liable in nuisance to any person for any odour, noise, dust or other disturbance resulting from the farm operation, and
 - ii. a beekeeper must not be prevented by injunction or other order of a court from conducting that farm operation provided the farm operation is conducted in accordance with normal farm practices.
- i. For the purposes of this bylaw, normal farm practices will be defined on a case by case basis by the Farm Industry Review Board.
- j. On properties zoned A1 – Agriculture within the ALR, a beehive may not be placed within 7.5 meters (24.6 feet) of any adjacent property line except:
 - i. when the adjacent property is Zoned A1 – Agriculture within the ALR, or
 - ii. when there are no residential, commercial, industrial or institutional building located within 7.5 meters (24.6 feet) of the location where the hives are placed.
- k. The temporary placement of hives for the pollination of agricultural crops is exempt from this bylaw.
- l. A Bylaw Enforcement Officer or Inspector may, at all reasonable times, enter upon any property on which hives are kept in order to determine compliance with this bylaw.

5. Offence and Penalties:

- a. Any person who violates a provision of this Bylaw is guilty of an offence and is liable to a fine and penalty of not less than \$100.00 and not more than \$5,000.00 upon summary conviction.

THE CITY OF TRAIL BYLAW NO. 2815

A BYLAW TO REGULATE THE KEEPING OF BEES

WHEREAS pursuant to Section 8(3)(k) of the Community Charter, a Council may, by bylaw, regulate, prohibit and impose requirements in relation to animals; and

WHEREAS Council of the City of Trail deems it expedient to regulate the keeping of bees in the City of Trail;

NOW THEREFORE, Council in open meeting assembled, ENACTS AS FOLLOWS:

1. That this Bylaw may be cited for all purposes as the City of Trail **“Beekeeping Bylaw No. 2815 , 2016”**.

2. Interpretation:

In this Bylaw:

“Bee” means the insect *Apis mellifera*;

“Beehive” means a box or receptacle with movable frames, used for housing a colony of bees;

“Beekeeper” means a person registered to engage in beekeeping under the Animal Health Act and who owns or controls bees or beehive or beekeeping equipment;

“Colony” means a queen, brood and accompanying adult bees.

3. Responsibilities of a Beekeeper:

3.1 Beekeepers must comply with the Animal Health Act or other applicable standards established by the Province of BC.

3.2. Beekeepers have the duty to:

- a. adhere to good management practices and maintain beehives in a condition that will reasonably promote bee health, and prevent swarming and aggressive behavior.
- b. provide an adequate water supply to prevent the bees from seeking alternate sources.

4. General Regulations:

4.1 No person shall keep or harbor bees on any parcel of land unless the parcel of land is located in the Ri, R2, R3 or AI Zone area.

4.2 Any beehive must be located in the rear yard of the property.

4.3 Any beehive must be sited so as to allow a clear flight path of at least 7.5 metres straight ahead from the front of the beehive to any property line and 3.0 metres from the side and rear of the beehive to any property line, except where the beehive is:

- a. sited behind a solid fence that is 1.8 metres in height running parallel to any property line and extending at least 6.0 metres beyond the front of the beehive in both directions, in

which case the 7.5 metre setback may be reduced to 3.0 metres and the 3.0 metre setback may be reduced to 1.0 metre; or

- b. elevated such that the underside of the beehive is raised a minimum of 2.5 metres above ground level, in which case the 7.5 metre setback may be reduced to 3.0 metres.

4.4 The maximum number of beehives/colonies permitted is as follows:

- a. Two (2) beehives on any parcel of land that is 929 m² or less in area.
- b. Four (4) beehives on any parcel of land that is greater than 929 m² in area.

5. Offence and Penalties:

5.1 Any person who violates a provision of this Bylaw is guilty of an offence and is liable to a fine and penalty of not less than \$500.00 and not more than \$5,000.00 upon summary conviction.

5.2 Each day that a violation continues to exist is a separate offence against this Bylaw.

BEAR ATTRACTION consequence



**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Date:	March 21, 2017	Agenda Item #: 8.2
Title:	Beekeeping in Village	
Submitted by:	Dale Harrison CAO	

Background:	<p>A resident of the Village has requested permission to keep bees on their private property within the Village of Longview.</p> <p>Internet research turned up a few Municipal Bylaws that allow for beekeeping within urban municipal boundaries. Most Bylaws have been enacted in the past few years indicating that this is new activity for consideration similar to the chickens in a community movement for local food production on a small scale. Conversation with Municipal Planning Services from Edmonton indicate a favourable attitude toward beekeeping.</p>
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Recommendation:	1. MOVED by _____ that Administration prepare amendment to Land Use Bylaw and/or the Animal Control Bylaw to allow beekeeping in the Village of Longview.
Alternatives:	3. Defeat above motion.
	4. That discussion be tabled _____ <i>(for further information or future date)</i> .

Implications: <i>Policy, Statutory Plans, Legislative:</i> <i>Financial:</i>

Communications:	n/a
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Attachments:	Is the documentation severed by FOIP: NO
1.	No attachment



**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Date:	March 21, 2017	Agenda Item #: 9.1
Title:	Change of date June Council Meeting	
Submitted by:	Dale Harrison CAO	

Background:	The CAO will be unable to attend the Regularly scheduled Council Meeting on June 20, 2017. Suggest alternative date on June 13, 2017 - 7 p.m.
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Recommendation:	1. MOVED by _____ that Council hold it regular June Council meeting on June 13, 2017.
Alternatives:	2. Defeat above motion. 3. That discussion be tabled _____ <i>(for further information or future date)</i> .

Implications: <i>Policy, Statutory Plans, Legislative:</i> <i>Financial:</i>

Communications:	n/a
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Attachments:	Is the documentation severed by FOIP: NO
1.	No attachment



**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Date:	March 21, 2017	Agenda Item #: 9.2
Title:	Preliminary Budget Meeting Date	
Submitted by:	Dale Harrison CAO	

Background:	Municipal Government Act (MGA)
	Adoption of operating budget
	242(1) Each council must adopt an operating budget for each calendar year.
	2) A council may adopt an interim operating budget for part of a calendar year.
	3) An interim operating budget for a part of a calendar year ceases to have any effect when the operating budget for that calendar year is adopted.
	1994 cM-26.1 s242
	Adoption of capital budget
	245 Each council must adopt a capital budget for each calendar year.
	1994 cM-26.1 s245

Recommendation:	1. MOVED by _____ that Council hold preliminary budget meeting on _____ . Budget meetings are open to the public to attend.
Alternatives:	

Implications:	
<i>Policy, Statutory</i>	Preliminary to Tax Bylaw
<i>Plans, Legislative:</i>	
<i>Financial:</i>	

Communications:	n/a
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Attachments:	Is the documentation severed by FOIP: NO
1.	No attachment



VILLAGE OF LONGVIEW
FOR COUNCIL INFORMATION

Date:	March 21, 2017	Agenda Item #:	9.3
Title:	Municipal Affairs Petition Preliminary Review Date		
Submitted by:	Dale Harrison CAO		

Background:	<p>Municipal Affairs has received a petition from citizens concern about the operations of the municipality of Longview.</p> <p>Municipal Affairs has set March 29th as a date for the preliminary review and will be meeting with individual council members, the CAO, and the author of the petition. These interviews will be the basis to determine if a more in-depth review of operations is required.</p>
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Recommendation:	1. MOVED by _____ that Council accept for Information Only.
Alternatives:	

Implications:	
<i>Policy, Statutory</i>	
<i>Plans, Legislative:</i>	
<i>Financial:</i>	

Communications:	n/a
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Attachments:	Is the documentation severed by FOIP: NO
1.	No attachment

VILLAGE OF LONGVIEW

BYLAW #236-97

BEING A BYLAW TO ESTABLISH RESPONSIBILITY AND STANDARDS FOR UTILITY CONNECTIONS IN THE VILLAGE OF LONGVIEW IN THE PROVINCE OF ALBERTA

WHEREAS the Council of the Village of Longview (*hereinafter called Council*) deems it necessary to establish responsibility and standards for the installation of water and sewer services ;

THEREFORE COUNCIL ENACTS that the following conditions will apply when service is installed to a previously unserviced lot or when a new building replaces serviced premises:

1. The Builder/Owner is responsible for service connection to main for both water and sewer, as well as costs of repair or replacement of sidewalks, pavement and graded streets.
2. If the Builder/Owner is not able to contract with trades to connect to the mains, the Village of Longview will supply the service and charge back the total costs plus a surcharge of not less than Five Thousand Dollars (\$5,000.00).
3. Connections must be made under supervision of Village Foreman or designated agent and must receive formal approval by him. Any services not receiving this approval must be re-done at Builder/Owner expense.
4. Any non-conforming services must be abandoned and replaced if the serviced building is removed.
5. Repairs and/or replacement of sidewalks, pavement and graded streets must be completed within time set by Council or the Village of Longview will complete the work and the Builder/Owner will pay costs plus a surcharge of Two Thousand Dollars (\$2,000.00).
6. This Bylaw comes into full force and effect upon **THIRD** and **FINAL** reading.

READ a first, second and third time this 11th day of September, 1997 A.D.

Mayor

Administrator



**VILLAGE OF LONGVIEW
FOR COUNCIL INFORMATION**

Date:	March 21, 2017	Agenda Item #: 9.4
Title:	Boundary of responsibility for sewer and water repairs	
Submitted by:	Dale Harrison CAO	

Background:	<p>Council requested CAO to look into the practices of Turner Valley & Black Diamond in determining the responsibility boundary for repair costs for sewer or water line repairs.</p> <p>Both Turner Valley and Black Diamond use the property line as the boundary to determine the responsibility for repairs to sewer or waterlines. There may be extenuating circumstances where a property owner may be responsible for repairs or clearing beyond the property line, i.e. tree roots from a property owners trees, etc.</p> <p>It was recommended that this should be included in the utility connection bylaw.</p>
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Recommendation:	<ol style="list-style-type: none">1. MOVED by _____ that Council accept for Information Only.2. MOVED by _____ that Council have administration review and update the Utility Connection Bylaw and bring back to Council..
Alternatives:	
Implications:	
<i>Policy, Statutory Plans, Legislative:</i>	Formalize standard operating procedures to avoid future confusion of financial responsibilities.
<i>Financial:</i>	

Communications:	n/a
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Attachments:	Is the documentation severed by FOIP: NO
1.	No attachment



Mayors & Reeves of
Southwest Alberta

******2nd Reminder******

Invoice: 2017-001
Date: 01/01/2017

From: MAYORS AND REEVES OF SOUTHWEST ALBERTA

To: MUNICIPALITIES IN SOUTHERN ALBERTA

\$150.00 FOR MEMBERSHIP DUES FOR 2017



Please make cheque payable to:

Lethbridge County

All cheques should be sent to:

Lethbridge County,
#100, 905-4th Avenue South
Lethbridge, AB T1J 4E4



**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Agenda Item #: 9.6

Date: March 15, 2017
Title: FCSS Committee Member Appointment
Submitted by: Dale Harrison, CAO

Recommendation:

1. MOVED by _____ that Council appoint
Fay Beal
Rose Klassen
Ted Stobbe
Betty Zelmer
to the FCSS Committee effective March 21, 2017 for a term of _____ years

- Alternatives:**
2. Defeat above motion.
 3. That discussion be tabled _____ *(for further information or future date)*.

Background:

FCSS requires oversight of the grant funds. It is preferred that multiple people be resourced to ensure fair treatment to all applicants for grants.

Implications:

*Policy, Statutory
Plans, Legislative:*

Financial:

Communications: n/a

Attachments: Is the documentation severed by FOIP: **NO**

1. No attachment



VILLAGE OF LONGVIEW

Box 147
Longview, AB T0L 1H0

Phone (403) 558-3922

Fax (403) 558-3743

cao@village.longview.ab.ca

Council Request for Information - Fortis LED Street Lighting

Fortis Website - <http://www.fortisalberta.com/for-business-industry/municipalities>

Why did Fortis Alberta change its lighting standards?

In response to customer requests and to improve the energy efficiency of our infrastructure, effective Jan. 1, 2016, FortisAlberta changed its standard for streetlights to Light Emitting Diode (LED) technology for all new construction and developed a conversion option for customers who wish to convert their existing streetlights from HPS (High Pressure Sodium) to LED fixtures.

What does HPS mean?

HPS (High Pressure Sodium) is a high intensity discharge lamp with an arc tube containing Sodium and Mercury, which when vaporized produces light. The Sodium radiation dominates the colour appearance of the light, which is characteristically a golden or yellow colour temperature of 2,100K. HPS streetlights have a poor colour rendering index between 20-21 when compared to LED and other types of lighting.

What does CRI mean?

Color Rendering Index (CRI), is a scale from 0 to 100 per cent indicating how accurate a given light source is able to reveal colours when compared to a reference or natural light sources. Generally speaking, the higher the numeric value or CRI is, the better the light source is at accurately rendering or displaying the color of an object.

Why did FortisAlberta change the colour temperature of their LED lights?

In Dec. 2016, new LED colour temperature products were made available by the approved streetlight manufactures and FortisAlberta's assessment of the new products determined that the efficacy, environmental efficiency and price were comparable to the existing 4,000K standard. As a result, FortisAlberta has updated its standard from 4,000K to 3,000K. FortisAlberta is acting prudently to ensure it stays in-line with industry trends and consumer preferences while operating in the best interests of its customers. – **Okotoks was installed with 4000K**

Why does the colour temperature of streetlights matter?

Colour temperature or Correlated Colour Temperature (CCT), expressed in degrees of Kelvin, is commonly used as a measure of lighted appearance. The higher the colour temperature, for example 5,000K, the whiter to whitish blue the light appears. The lower the colour temperature, such as 2,100K, the warmer or yellower the light appears. While the light output can be the same, the higher the colour temperature, the brighter the light appears, while warmer colour temperatures seem less bright. As well, LED lights provide better visibility and clarity of objects under the light.

Will the 3,000K LED lights make everything look orange like the old HPS lights?

No they will not. A colour temperature of 3,000K is slightly whiter than a typical incandescent bulb used in your home. The 3,000K LED lights also have much higher colour rendering (70) than HPS lights (20-21).

What are the benefits of converting to LED technology?

LED technology provides:

- more even and efficient distribution of light and better quality of light resulting in increased safety and security;
- reduced energy consumption resulting in energy savings and reduced greenhouse gas emissions; and
- reduced outages and longer light life spans resulting in reduced maintenance costs.

Are all types of streetlight fixtures being converted to LEDs?

The LED Streetlight Conversion Option covers all Rate 31 cobra head style fixtures. Non-cobra head style fixtures or decorative fixtures and yard lights will not be converted at this time.

Why are municipalities switching to LEDs?

Municipalities around the world are switching to LED lights as a way to save both money and energy. LED lights have approximately 50 per cent lower energy consumption compared to their HPS luminaire predecessors. LEDs will provide better service reliability and lower maintenance costs. The new LEDs have a longer lifespan - about four times that of the bulbs we currently use. This translates into ongoing savings in maintenance costs as result of the extended maintenance cycle for bulb replacement. Less maintenance also means fewer service vehicle trips for repairs and as a result, reduced carbon emissions.

We are a smaller community with only a few lights. Can we really have any impact on the night sky or the environment?

Yes, you can have a positive impact on the night sky and the environment. The environmental impact will be primarily be localized to the surrounding area of a community, yet the effects on the night sky are the sum of all contributions from a variety of light sources in many locations. By making the switch to LED technology, communities will be recognized as a thoughtful member of the wider Albertan community.

How much energy will communities save by using LED technology?

LED technology offers reduced monthly costs to our customers due to the lower wattage and reduced energy consumption. Approximately 50 per cent will be saved on the energy portion of municipal customers' bills. **Fortis is replacing current fixtures using a rider on the billing so that municipalities don't need to pay upfront for upgrades. This rider will initial compensate for any savings on power consumption. Once the LED replacement costs are covered the rider will come off and higher savings will be passed on to the municipality. Expectation is 15-17 years. They have already dropped the rider rate by 10% as they understand the new maintenance savings. Initial savings is only \$5 per bulb per year.**

Will our community look different when our streetlights are converted to LEDs?

Yes, it will look different once the conversion is complete. The current high-pressure sodium bulbs produce a light that appears orange. The new LED lights will produce a whiter light. The result is a higher light quality that improves safety because of depth of field and peripheral vision enhancements without distorting colour.

By converting to LED fixtures, does that mean more light pollution?

Two factors have an impact to sky glow or light pollution, which are up-light and the lumen output (light level) of the fixture.

To address the up light, the majority of the new LEDs are “cobra-head” fixtures and they have received the best ranking – a “zero” – when it comes to the amount of up-light they produce. FortisAlberta’s fixtures are “Dark Sky” friendly with zero up-light, which means less light pollution and/or sky glow as the light is directed downward.

To address the lumen output, LEDs typically require approximately 47-58 per cent of the lumen output of the HPS light to achieve the same light levels on the pavement. This is due to the efficiency of the light source being able to direct the light where it needs to be versus the HPS light having a lot of wasted light and lack of control.

By eliminating the up light and reducing the lumen output of the light source, the LED significantly reduces light pollution.

What is a BUG rating?

The term BUG relates to the following: **B**acklight, **U**plight, and **G**lare ratings, which are used to evaluate the luminaires optical performance related to light trespass, sky glow, and high angle brightness control.

The rating for the zone is assigned a numeric value between zero and five. The lower the number, for example U0, the better the luminaire performs in these criteria. In this example, a value of zero for uplight means that zero light is emitted into the atmosphere.

Have the health impacts of the blue/white light associated with LEDs been considered?

Yes, the potential impacts were evaluated. The LED technology FortisAlberta is installing will use a warmer light, which means that exposure to blue light will be minimal. Additionally, the U.S. Department of Energy released a publication in 2013 and concluded that LED products are no more hazardous than other lighting technologies. https://www1.eere.energy.gov/buildings/publications/pdfs/ssl/opticalsafety_fact-sheet.pdf

I’ve heard the new LEDs disrupt sleep patterns. Is that accurate?

There is no evidence that LED streetlights impact human sleep cycles any differently than HPS streetlights that have been used for the past 30 years. When considering the effects of light at night, indoor lighting is more of a concern. The quantity of light emitted by streetlights is many times lower than that emitted by typical indoor lighting, TVs, tablets or PC screens. The U.S. Department of Energy has published a number of documents to address the statements made by the American Medical Association (AMA) with regards to the stated health issues.

- The SSL Posting comments on the AMA statements of health issues. https://energy.gov/sites/prod/files/2016/06/f32/postings_06-21-16.pdf

- True colours, which explains the LEDs and the relationship between colour temperatures, colour rendering, optical safety, material degradation, and light-induced stimulation of human circadian functions (photobiological safety) <https://www1.eere.energy.gov/buildings/ssl/pdfs/true-colours.pdf>

How will Fortis implement the LED streetlight replacement.

Fortis has made application to AEC to upgrade the fixtures. They will replace all the fixtures at one time in each community, sometime over the next year or two.

MUNICIPAL ACCESS AGREEMENT

This Agreement made this _____ day of _____, 2017.

BETWEEN:

AXIA CONNECT LTD.
(hereinafter called the "**Company**")

-and-

THE TOWN OF _____
(hereinafter called the "**Municipality**")

WHEREAS the Company wishes to construct and operate a fibre optic cable or wireless broadband network (the "**Network**") within the Municipality;

AND WHEREAS in order to construct and operate the Network the Company requires to construct, maintain and operate transmission facilities including wires, fibre optic cables, ducts, conduits, manholes, and other accessories, structures and equipment (collectively, the "**Equipment**") on, over, under or along highways, streets, road allowances, lanes, bridges, via ducts and other ways situated in the Municipality ("**Rights-of-Way**");

AND WHEREAS the Equipment will be owned by the Company;

AND WHEREAS the Municipality is a public authority having jurisdiction over the Rights-of-Way;

AND WHEREAS the Company requires the Municipality's consent, and the Municipality is willing to grant its consent, to the occupancy and use of the Rights-of-Way consisting of the construction, operations, maintenance and removal of the Equipment in, on, over, under, along or across the Rights of Way;

AND WHEREAS the Municipality and the Company have agreed that it would be mutually beneficial to outline the terms and conditions pursuant to which the Municipality's consent shall be provided to the Company in the form of a non-exclusive right;

NOW THEREFORE in consideration of the promise and mutual covenants herein contained, the Municipality and the Company agree with each other as follows:

1. CONSENT

- 1.1 The Municipality hereby consents to the Company using the Rights of Way for the purpose of constructing, operating and maintaining or removing any or all of the Equipment, for the Network purposes, subject to the terms and conditions of this Agreement set forth and in accordance with all federal and provincial and municipal statues, bylaws and regulations pertaining to the application and use of the Rights of Way and the Equipment.

- 1.2 The Company shall not excavate, break up or otherwise breach the surface of any Right-of-Way for the purpose of constructing, operating, maintaining or removing any of its Equipment on, over, under, or along any such Rights-of-Way (which activities are hereinafter referred to as the "**Work**") without first:
 - (a) Providing plans to the Chief Administrative Officer or his/her designate setting out the location of the Equipment within the relevant Rights-of-Way; and
 - (b) Obtaining the written consent of the Chief Administrative Officer or his/her designate with regards to the proposed location of the Equipment on, over, under or along such Rights-of-Way.
- 1.3 The Company shall provide all required information and obtain all required municipal construction and/or other permits normally required by the Municipality in the circumstances, prior to commencing any Work.
- 1.4 Once plans referenced in Subsection 1.2 have been provided to the Chief Administrative Officer or his/her designate, the Chief Administrative Officer or his/her designate shall make best effort to respond within twenty (20) days of transmission of the Company's request for written consent.
- 1.5 Notwithstanding Subsection 1.2, in the event of an emergency, the Company may proceed to take such action as is strictly necessary to end the emergency without the prior consent of the Municipality, including the excavation, break up or breach of the surface of a Rights-of-Way, provided that in any such case the Company will notify the Chief Administrative Officer or his/her designate as soon as practicable following the resolution of the emergency, and in any event, by the next business day.
- 1.6 Notwithstanding the above, the Company may carry out maintenance, field testing, subscriber connections and installation and removal of Equipment where the maintenance is consistent with the maintenance plan referred to below. In other circumstances, the Company shall provide prior written notice to the Municipality of maintenance to be carried out within the Municipality.
- 1.7 The Company shall prepare a maintenance plan, or any changes to the previous maintenance plan of the Company, in respect to any Equipment located within the Municipality, and have it filed with the Municipality prior to the beginning of each calendar year in which the maintenance is contemplated.

2. Conditions of Consent

- 2.1 All Work conducted by the Company on, over, under, or along a Rights-of-Way is subject to the following conditions:
 - (a) The Work shall conform to all applicable federal, provincial and municipal laws, bylaws, or other applicable regulations or enacted requirements, as well as the terms of any authorizations granted by the Chief Administrative Officer or his/her designate, permits issued by the Municipality and the provisions of this Agreement;
 - (b) All Work shall be conducted and completed to the reasonable satisfaction of the Chief Administrative Officer or his/her designate;
 - (c) After completion of the Work, the Company shall notify the Municipality of completion and shall leave the Rights-of-Way in substantially the same condition it was in before such work was undertaken by the Company and to the reasonable satisfaction of the Chief Administrative Officer or his/her designate. The Municipality having been notified may inspect the Rights-of-Way upon completion. If the Company fails to take steps to repair and restore any such surface to the reasonable satisfaction of the Chief Administrative Officer or his/her designate within two (2) days of being notified by the Municipality (with a target for completion of the work being twenty (20) days from the

time of being notified by the Municipality), the Municipality may affect such repairs and charge the cost incurred by the Municipality and related thereto to the Company;

- (d) The Company agrees to pursue a centralized utility location notification procedure with the Municipality and other utility companies;
- (e) Nothing in this Agreement shall be construed as affecting any rights or otherwise of others not a party to this Agreement to use any Rights-of-Way in accordance with the Municipality's legal authority;
- (f) The Company agrees that it shall at its own expense procure and carry or cause to be produced and carried and paid for, full Workers Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any Work;
- (g) The Company shall conform and shall be responsible for the conformance by its officers, employees, agents, contractors and invitees to all health and safety laws including any regulations requiring installation of safety devices or appliances and any applicable traffic laws or regulations. The Municipality may upon twenty four (24) hours written notice to the Company or sooner if in the reasonable view of the Municipality the likelihood of harm to persons is imminent, suspend work performed by or on behalf of the Company on any part of the Rights-of-Way where conditions of danger exist that would likely result in injury to any person. Such suspension shall continue until the lack of compliance or danger is eliminated; and
- (h) The Work shall be performed in a manner that safeguards and protects all other support structures, transmission lines, equipment, facilities and improvements of any kind present in the Rights-of-Way.

3. Company Obligations

- 3.1 The Company shall use reasonable efforts to schedule work and share alignments and support structure with third party service providers occupying or using the Rights-of-Way, with the intent of minimizing the necessity for road cuts, construction and the placement of support structures in the Rights-of-Way.
- 3.2 The Company shall notify the Municipality of any damage caused by the Company in connection with the Work, Equipment or enjoyment of its right to occupy and use alignment under this Agreement, and thereafter repair such damage at its own cost.

4. No Property Rights

- 4.1 No occupancy or use of the Rights-of-Way under this Agreement shall create or vest in the Company or any other party any ownership or property rights in any alignment or in the Rights-of-Way and the Company shall be and remain a non-exclusive occupant and user of the Rights-of-Way.

5. Representations and Warranties

- 5.1 The Company represents and warrants to and covenants and agrees with the Municipality that:
 - (a) The Company shall not suffer or permit any lien to be filed or registered against any Rights-of-Way; and
 - (b) The Municipality has made no representations or warranties as to the state of repairs of the Rights-of-Way or the suitability of the Rights-of-Way for any business, activity or purpose whatsoever and the Company hereby agrees to take the Rights-of-Way on an "as is" basis.

- 5.2 The Municipality represents and warrants to and covenants and agrees with the Company that it has jurisdiction over any Rights-of-Way for which the Municipality grants consent to the Company and the authority to grant and consent.

6. Emergencies

- 6.1 The Company shall provide to the Chief Administrative Officer or his/her designate a list of 24 hour emergency contact personnel and shall make best effort to ensure that the list is always current.
- 6.2 The Municipality shall provide to the Company, to the extent the information is available to the Municipality, a list of 24 hour emergency contact personnel for both its own personnel and those of the other Canadian Carriers and utility service providers utilizing any Rights-of-Way within the boundaries of the Municipality and shall make best effort to ensure that the list is always current.
- 6.3 In the event of an emergency, the Company shall at no cost to the Municipality, provide locations of Equipment as soon as possible, and in any event, no later than 4 hours after receiving such request from the Municipality.
- 6.4 Where relocation is necessary as a result of an emergency, the Company shall take all steps to avert unnecessary damage or undertake such temporary or permanent relocation as agreed by the Municipality.
- 6.5 Where as a result of an emergency, the equipment must be relocated and the Company refuses or is unable to relocate the equipment, the Municipality may undertake the relocation and charge all reasonable expenses to the Company.

7. AS-BUILT DRAWINGS

- 7.1 The Company shall provide "as built" drawings, in electronic form or such other form that is acceptable to the Municipality, as soon as possible, and in any event, within two (2) months of completion the construction of Equipment on any Rights-of-Way.
- 7.2 The Municipality shall be entitled to make whatever use of the as built drawings as it chooses without further agreements or compensation to the Company.
- 7.3 This provision shall apply to existing equipment, located in Rights-of-Way at the time of execution of this Agreement, and all as built drawings for such existing Equipment shall be provided within two (2) months of the execution of this Agreement.

8. RELOCATION

- 8.1 In the event the Municipality requires the Company to relocate its Equipment as may be required by the Municipality to comply with Municipality, Provincial or Federal safety standards or accommodate any relocation, installation, modification, repair, construction, upgrading or removal of Municipality facilities, the Municipality agrees to provide to the Company ninety (90) days written notice of the proposed relocation and any alternate alignment to accommodate the relocation of the Company's Equipment. The Company agrees to relocate such Equipment within the ninety (90) day time period provided.
- 8.2 Subject to the provisions in this Section, prior to ordering the Company to relocate its Equipment or perform any work in accordance with Section 8.1 herein, the Municipality agrees to consider the cost of the relocation or work in the evaluation of the total cost of the Municipality's work, provided that in no event will the Municipality be under an obligation to act on the results of the evaluation. If the Municipality, at its sole option, comes to an agreement with the Company respecting relocation costs pursuant to this Section 8.2, such agreement shall become an Addendum to this Agreement.

- 8.3 Subject to Section 8.4, the responsibility for the cost of Municipality initiated Equipment relocation shall be allocated as follows:
- (a) within five (5) years of the permit approval being granted for the construction and/or installation of such Equipment, the City shall be responsible for 100% of the relocation costs for the Equipment affected;
 - (b) after five (5) years of the permit approval being granted for the construction and/or installation of such Equipment, the responsibility for the cost shall be shared by the parties hereto such that the percentage of the costs assumed by the City will be reduced by 20% in each subsequent year; and
 - (c) after nine (9) years of the permit approval being granted for the construction and/or installation of such Equipment, all costs for relocation shall be the responsibility of the Company.
- 8.4 The responsibility for costs for relocation of Equipment not provided for by Section 8.1 including but not limited to beautification projects or projects initiated to provide concessions to third parties, will be the sole responsibility of the Municipality or the third party.
- 8.5 The Company shall be solely responsible for raising its manhole frames and resurfacing work and the associated costs thereof.
- 8.6 If the Company fails to complete the relocation of the Equipment in accordance with Section 8.1, the Municipality may, but is not obligated to, at its sole option, complete such relocation or other Work. In such event, the Company shall pay the cost of such relocation Work to the Municipality, together with an administrative fee of fifteen percent (15%) of such cost. The Municipality will ensure that such work is completed using the Companies design specifications and standards, as provided by the Company, including the use of good and safe operating practices.
- 8.7 In the event the relocation or any part thereof requires the approval of the Municipality or a third party, the Municipality will assist the Company in obtaining municipal approvals and the Municipality will use reasonable effort to assist the Company in any negotiations with such third party to obtain the necessary approval(s).
- 8.8 It is understood and agreed that the Municipality cannot insist on relocation any above ground equipment to underground if there is a less expensive more practical solution. If there is not a less expensive, more practical solution, the Municipality and the Company will meet to agree to other suitable arrangements.

9. LIABILITIES AND INDEMNIFICATIONS

- 9.1 The Company shall indemnify and save harmless the Municipality from and against all actions, causes of action, proceedings, claims and demands brought against the Municipality, and from and against all losses, cost, damage or expenses suffered or incurred by the Municipality, by reason of any damage to property, including property of the Municipality, or injury, including injury resulting in death, to persons, including the employees, servants, agents, licensees and invitees of the Municipality, caused by, resulting from or attributed to the negligent act or omission of the Company or any of its employees, servants, agents, licensees or invitees in the performance of this Agreement.
- 9.2 The Municipality shall indemnify and save harmless the Company from and against all actions, causes of action, proceedings, claims and demands brought against the Company, any and from and against all losses, cost, damages or expenses suffered or incurred by the Company, by reason of any damages to property, including property of the Company, or injury, including injury resulting in death, to persons, including the employees, servants, agents, licensees and invitees of the Company, caused by, resulting from or attributable to the negligent act or omission of the Municipality or those for whom it is responsible in law in performance of this Agreement.

- 9.3 Notwithstanding anything contained in this Agreement, the Municipality and the Company shall not be liable to each other in any way for indirect or consequential losses or damage, or damage for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any equipment or Rights-of-Way governed hereby.
- 9.4 The Municipality shall not, in any connection with this Agreement, be liable for; or, indemnify and save harmless the Company pursuant to Section 9.2 in respect of damages to the Equipment where:
- (a) The Municipality has not been advised in writing of the Company's Equipment being placed in a Rights-of-Way and the Company has failed to identify the location of its Equipment in accordance with the requirements of this Agreement; or
 - (b) The Municipality has been advised in writing of the Company's Equipment in the Rights-of-Way and the written information is inaccurate; or
 - (c) The Municipality has corrected a default of the Company pursuant to the provisions of this Agreement provided the Municipality is not guilty of willful misconduct in its corrective action.
- 9.5 The provisions of this Article 9 shall survive the expiration or sooner termination of this Agreement.
- 9.6 Notwithstanding any approvals, consents, advice or direction given by the Municipality with respect to any matter referred to in this Agreement, the Company shall be and remain liable and indemnify the Municipality in accordance with Section 9.1.

10. ENVIRONMENTAL RESPONSIBILITY.

- 10.1 The Company agrees to assume all environmental liability relating to its occupancy and use of the Rights-of-Way, including but not limited to, any liability for cleanup of any hazardous substance in, on, under, along, across or around the Rights-of-Way which results from:
- (a) The operations directly attributed to the Company's occupation in, on, under, along, across or around the Rights-of-Way; or
 - (b) Any products or goods brought in, on, under, along, across or around the Rights-of-Way by the Company, or by any other person with the express or implied consent of the Company.
- 10.2 For the purpose of this Section, "hazardous substance" means any hazardous substance and includes, but is not limited to, electromagnetic or other radiation, petroleum product and byproducts, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances as defined whether federal, provincial or municipal.
- 10.3 The Municipality is not responsible, either directly or indirectly, for any damage to property or injury to a person, including death, arising from the escape, discharge or release of any hazardous substance from its Rights-of-Way.

11. THIRD PARTY USE AND NOTICE

- 11.1 The Company agrees that should any third party desire to use, or install any equipment or cable in the Rights-of-Way, the Company shall not grant the third party such use except in accordance with this Article, unless otherwise directed by any governmental authority or court of law having jurisdiction.
- 11.2 The Company shall not permit any third party to use any of its equipment or cable in the Rights-of-Way under this Agreement, unless the third party first provides evidence to the Company that it has entered into an agreement with the Municipality in respect to such use. For the purpose of this Section, "use" by a third party occurs whenever a third party situates

any equipment or connects to any equipment to the equipment of the Company in, on, over, under, along or across the Rights-of-Way, or is in the position where it may cause any work to be performed in, on, over, under, along or across the Rights-of-Way.

- 11.3 The Municipality agrees that should any third party desire to jointly use or connect to any of the Equipment or any related part thereof, which use will not involve use of the Rights-of-Way or an alteration that would otherwise require a development permit, no Municipal approval, consent or notice is necessary or required, and such third party may use or connect to the Equipment without charge and at the Company's discretion, nor shall the Municipality impose usage, permit, to other fees or charges as a result of such occupancy of the Company's Equipment.
- 11.4 In all cases where Company shares ownership or other rights with a third party in respect of the Equipment, the Company shall remain responsible for performing all of its obligations under this Agreement, as if it is the sole owner of the Equipment.

12. TERMS AND TERMINATION

- 12.1 The initial term of this Agreement is for a twenty (20) year period. This Agreement shall commence upon the date of execution. This Agreement may be renewed for a further period of ten (10) years, provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the initial term of its intention to renew the Agreement and the Municipality agrees in writing to the renewal not less than six (6) months prior to the expiration of the initial term.
- 12.2 The Municipality and the Company mutually agree that should either party fail to carry out any of the material terms, covenants and conditions herein contained and fail within ninety (90) days after receiving written notice from the other party to correct any such failure capable of correction, or if such failure reasonably requires more than ninety (90) days to correct, to commence to correct such failure and to diligently carry out such correction, then the other party may terminate this Agreement on thirty (30) days written notice, provided that either party may take any steps to dispute the termination, and provided also that any such termination shall not affect the use, operation, or maintenance of any existing Equipment of the Company.

13. FEES

- 13.1 The Company covenants and agrees to pay to the Municipality a fee of \$250 associated with work permits that the Company requires in connection with the Work.
- 13.2 Other than as otherwise set out in this agreement, the Company shall not be obligated by this Agreement to pay the Municipality a fee for the use and occupancy of the Rights-of-Way.
- 13.3 All amounts payable under this Agreement shall be payable in Canadian currency.

14. TAXES AND UTILITIES

- 14.1 The Company shall in addition to other amounts that may be specifically payable by it under this Agreement, be responsible for the payment of all taxes attributed to the Company's use and occupancy of the Rights-of-Way, and for the payment of the cost of all services and utilities consumed in respect to the Company's operations.
- 14.2 For the purpose of Paragraph 14.1, "taxes" include without limitation, all taxes, duties, levies, assessments, rates, fees or charges of any kind whatsoever, imposed, levied, assessed or charged now or in the future by any government or taxing authority.

15. SUCCESSORS AND ASSIGNS

- 15.1 This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.
- 15.2 This Agreement may be sublicensed, granted, transferred or assigned by either party in its entirety, to a single sublicensee, grantee, transferee or assignee with the other's prior written consent, which consent shall not be unreasonably withheld.

16. OBSOLETE OR ABANDONED EQUIPMENT

- 16.1 The Company shall notify the Municipality promptly when it ceases to use any Equipment situated in, on, over, under, along or across the Rights-of-Way. Upon such notification the Municipality may at any time, require the Company to remove the said Equipment within a specified period of time, being no less than ninety (90) days from the date of the Company's notification. If the Company fails to remove the Equipment, in its sole discretion and at the sole option of the Municipality to be exercised in writing, the title of the Equipment shall be vested to the Municipality and the Municipality has the right to remove the Equipment (at full cost to the Company) or keep and use, for whatever purpose, the obsolete equipment.

17. INSURANCE

- 17.1 The Company shall maintain insurance or provide reasonable evidence of self-insurance in sufficient amount and description as will protect the Municipality from claims for damages, personal injury including death, and for claims from property damage which may arise under this Agreement, including but not limited to the construction, maintenance or operation of the Equipment on, over, under or along the Rights-of-Way or any act or omission of the Company employees, servants, agents, licensees or contractors.
- 17.2 In addition to the foregoing, the Company covenants and agrees that:
 - (a) The limits of the insurance coverage for liability for personal injury, bodily injury and property damage combined shall be for not less than five million dollars (\$5,000,000.00) for each occurrence, or such other amount as may be reasonably required by the Municipality; and
 - (b) The Comprehensive General Liability Insurance shall extend to cover the contractual obligation of the Company as stated within this Agreement.

18. NOTICES

- 18.1 Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses:

If to Company:

Axia Connect Ltd.
110, 220 - 12 Ave SW
Calgary, Alberta T2R 0E9

Attention: Legal Department

If to Municipality:

Or any other address which may be provided from time to time hereunder. Any notice to either parties may be personally delivered.

- 18.2 Any notice given by prepaid mail shall be deemed to have been received one business day following the date of confirmation of receipt except in the event that there shall be a disruption in postal services at the date of mailing, in which case notice shall be effective by personal delivery or a facsimile transmission as stated above. Any notice given by personal delivery or by facsimile shall be deemed to have been received one (1) business day following confirmation of receipt.

19. DISPUTE RESOLUTION

- 19.1 To the extent permitted by law, the Company and the Municipality agree that unresolved disputes pertaining to this Agreement or those related to the sale of the Equipment, or any other matter that is not within the jurisdiction of the Municipality or any other governmental authority, shall be submitted to arbitration for determination and may be commenced by either party providing written notice is given to the other party stating that the dispute is to be submitted to arbitration. The parties shall attempt to appoint a mutually satisfactory arbitrator within ten (10) business days of the said notice. In the event the parties cannot agree on a single arbitrator within the ten business days, each party shall appoint an arbitrator within the ten business thereafter by written notice, and the two arbitrators shall appoint a third arbitrator within twenty five (25) business days of written notice of arbitration. The dispute shall be heard by the arbitrator(s) within forty five (45) business days of the written notice for arbitration unless extended by mutual agreement between parties. The arbitrator(s) shall render a decision within twenty (20) business days of the last day of the hearing. Save as otherwise expressly provided in this Agreement, the provisions of the *Arbitration Act* (Alberta) (as may be amended from time to time) shall apply to any arbitration undertaken under this Agreement. During any resolution of any dispute, the Municipality and the Company shall continue to perform their respective obligations hereunder.

20. GENERAL MATTERS

- 20.1 This Agreement is the entire agreement between the Municipality and the Company regarding the subject of this Agreement, and it can be amended or supplemented only by a document executed in writing by both the Municipality and the Company.
- 20.2 If any terms of this Agreement is found to be invalid, illegal, or unenforceable by a court or tribunal having jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that finding or by the severance of that term.
- 20.3 No alleged waiver or breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. No waiver by a party of any breach of this Agreement operates as a waiver of any other breach of this Agreement.
- 20.4 In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.
- 20.5 This Agreement shall be governed by and construed and enforced in accordance with the laws of the province of Alberta, in which the Municipality is situated and the laws of Canada applicable thereto.
- 20.6 The Company shall operate its business and shall carry on and conduct all activities within Rights-of-Way in compliance with all federal, provincial and municipal statutes, orders, regulations and bylaws as amended.
- 20.7 The Municipality represents and warrants that the terms of this Agreement are not inconsistent with the terms of any bylaw, rule or regulation of the Municipality as at the date of this Agreement.

21. GENERAL CONSTRUCTION STANDARDS AND SPECIFICATIONS

21.1 All buried facilities shall be at a depth specified by the Company, or as specified by Municipal authorities upon permit application. All Work will be completed in accordance with design specifications and standards, as provided by the Company, including the use of good and safe operating practices.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year written above.

AXIA CONNECT LTD.

Name:
Title:

THE TOWN OF _____

Name:
Title:



**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Agenda Item #: 9.8a

Date: March 15, 2017
Title: Axia – Municipal Access Agreement
Submitted by: Dale Harrison, CAO

Recommendation:

1. MOVED by _____ that the Village of Longview enter into the Municipal Access Agreement with Axia.

Alternatives:

2. Defeat above motion.
3. That discussion be tabled _____ *(for further information or future date)*.

Background:

Axia approached the Village of Longview residents to sign up for High Speed Broadband internet. Over 30% of the Village subscribed to the service. The next step in the process is getting a non exclusive Municipal Access Agreement signed and returned to Axia.

Implications:

*Policy, Statutory
Plans, Legislative:*

Financial:

Communications: n/a

Attachments:

- Is the documentation severed by FOIP: **NO**
1. No attachment

Longview Music and Arts Festival

Box 232

Longview Alberta

TOL 1HO

MARCH 1, 2017
Village of Longview

Dear Council;

Our 10th year for the Longstock Festival is slated for August 19 & 20, 2017. We once again request the use of the park for this event. We also need all 4 tents, all red fencing, power and water and all no parking signs. The village has been so supportive in the past and for this we thank You.

If you can do this for us again we will need a letter from you confirming. (Liquor Board requires this for a special events license)

Once again on behalf Longstock Thankyou for your consideration.

Eva Levesque





**VILLAGE OF LONGVIEW
REQUEST FOR COUNCIL DECISION**

Agenda Item #: 10.1

Date: March 15, 2017

Title: Longview Music & Arts Festival Request for Use of Park & Tents

Submitted by: Dale Harrison, CAO

Recommendation:

1. MOVED by _____ that Council approve the use of the park and the tents for the Longview Music & Arts Festival to be held August 19 & 2017 for no charge.

Alternatives: 2. Defeat above motion.

3. That discussion be tabled _____ *(for further information or future date)*.

Background:

The Village of Longview has in the past allowed the Longview Music & Arts Festival to use the park and the tents at no charge for their Festival.

Implications:

Policy, Statutory

Plans, Legislative:

Financial:

Communications: n/a

Attachments: Is the documentation severed by FOIP: **NO**

1. No attachment



Communities in Bloom has done wonders for the Hamlet of Woking. Saddle Hills County is very appreciative of the incentive this program provides for residents to take ownership of their community and help to turn it into a place that they can be proud to live in."

Faye Kary, Director of Corporate Services (Saddle Hills County)



GROW YOUR WAY

COMMUNITIES IN BLOOM



CONNECTION

Exchange ideas with other communities

PARTICIPATION

Engage citizens of all ages and abilities

BEAUTIFICATION

Enhance your community's quality of life

Register for Communities in Bloom 2017 at www.regonline.ca/2017cib

HOW TO GET STARTED

1. See what's growing online (www.cib.arpaonline.ca)
2. Connect with others passionate about community
3. Contact the CiB Provincial Coordinator for more information

COMMUNITIES IN BLOOM

is a vibrant network of volunteers working together to make Canadian communities beautiful by cultivating community involvement and growing green spaces.

Contact: Karen Snethun, Provincial Coordinator | 403-789-6287 | ksnethun@arpaonline.ca



Communities in Bloom is a Canadian non-profit organization committed to fostering civic pride, environmental responsibility and beautification through community involvement and the challenge of a national program with focus on the enhancement of green spaces in communities

"People, plants and pride... growing together"

Program: Communities in Bloom is all about greening, through environmental, natural heritage conservation and horticultural actions, our communities by engaging citizens of all ages, businesses and institutions with the municipalities...and showcasing and celebrating our achievements. The program consists of communities receiving information and being evaluated either provincially or nationally by a volunteer jury of trained professionals on the accomplishments of their entire community (municipal, private, corporate and institutional sectors, citizens) on the following criteria: Tidiness, Environmental Action, Heritage Conservation, Urban Forestry, Landscape and Floral Displays.

History: Established in 1995, with the guidance of Britain in Bloom, Tidy Towns of Ireland and Villes et Villages Fleuris de France, Communities in Bloom now includes hundreds of communities across the country, and an international challenge involving communities from the United States, Asia and Europe allows participants to compete internationally.

Benefits: The pride, sense of community and feeling of accomplishment generated through participation are visible in communities across Canada. These benefits make Communities in Bloom a program where everyone wins. Participants can benefit financially from the program through community tourism initiatives, business opportunities for the entire community, and other related projects. A valuable information exchange network allows communities to share accomplishments, best practices and projects.

All participants are showcased on the Communities in Bloom website through the "Explore our Communities", Resource and CommNews sections. The *Communities in Bloom Magazine* features participants and program results, as well as articles and educational content. Communities in Bloom develops, with its partners and sponsors, initiatives and promotional opportunities.

Provincial, National and International Awards - Symposium on Parks and Grounds: The annual Provincial, National and International awards ceremonies along with the Symposium on Parks and Grounds, held jointly in the fall are a unique opportunity for elected officials, parks and grounds professionals and community volunteers to learn and share about current issues, trends and challenges in horticulture and gardening, community tourism and projects, environmental awareness, and to showcase...and celebrate their achievements. Workshops are also held in all provinces throughout the year.

The **Communities in Bloom Foundation**, established to support the educational aspect of its activities, is dedicated to funding, developing and disseminating education and awareness to a wide audience on the value, improvement, importance and sustainable development of green spaces and the natural environment in Canadian society. The foundation also awards bursaries to students in horticulture / environment programs.

His Excellency, the Right Honourable David Johnston, C.C., C.M.M., C.O.M., C.D. Governor General of Canada is the Patron of Communities in Bloom.

***Within the context of climate change and environmental concerns,
all communities involved in the program can be proud of their efforts, which
provide real and meaningful environmental solutions and benefit all of society***

Enhancing Green Spaces
in Communities



Mise en valeur des espaces
verts au sein des collectivités

Celebrate

Canada's 150th Anniversary

Showcase your Community
by participating in the
Communities in Bloom Program



CANADA 150

Communities in Bloom Alberta - 11759 Groat Road, Edmonton, Alberta T5M 3K6 T: 780-425-1745

Contact: Karen Snethun T: 403-789-6287 Email: ksnethun@arpaonline.ca

www.arpaonline.ca/program/cib



HOUSE OF COMMONS
CHAMBRE DES COMMUNES
CANADA

John Barlow
Member of Parliament
Foothills

Dear Mayor and Council,

Recently, we have been working on Bill C-37 in the House of Commons and there is one element of this Bill I would like to bring to your attention because I believe it is particularly concerning for your community.

Currently, Bill C-37 allows for the placement of a safe injection site in your municipality *without consultation with you, your administration, local law enforcement or the community.*

To me, this is unacceptable. I've been blessed to travel southwestern Alberta and get to know many of you and your communities. It is unfathomable to me such a community altering decision like a safe injection site could be located in your community without consultation and without associated financial support from the Federal Government for items such as policing of these sites or addictions treatment.

Don't get me wrong. The opioid crisis we are facing in many of our communities is desperate and heartbreaking. We hear of addicts and recreational drug users who are dying in record numbers because of the existence of fentanyl and carfentanil in our communities. We absolutely must do something to curb the extremely disturbing statistics we are seeing. However, I believe the answer is in resources for treatment options, cracking down on drug dealers and addressing the illegal importing of these illicit drugs not the imposition of safe injection sites in communities.

Ottawa

Room 310, Justice Building, Ottawa, Ontario K1A 0A6
Tel.: 613-995-8471 Fax.: 613-996-9770
John.Barlow@parl.gc.ca



Constituency Office

PO Box 5448, 109 4th Ave., High River, Alberta, T1V 1M5
Tel.: 403-603-3665 Fax: 403-603-3669
John.Barlow.C1@parl.gc.ca





HOUSE OF COMMONS
CHAMBRE DES COMMUNES
CANADA

John Barlow
Member of Parliament
Foothills

There are positive elements within C-37 such as increased authority and powers to CBSA to search and seize suspect packages, unregistered pill presses and other devices; and it would grant the Minister the authority to quickly and temporarily schedule and class new substances.

On Feb. 1, we introduced a motion to the House of Commons to split Bill C-37 into two bills. In doing this, we agreed to pass one portion of the bill immediately through the House of Commons and the Senate. It would have included key components like those listed above so we could move those aspects forward quickly. In doing so, we would have been able to have a fulsome debate on the appropriateness of consultation for safe injection sites. Unfortunately, this motion was defeated by the Liberals and NDP.

Here is where I'm asking for your help. If you share my concerns with lack of consultation on safe injection sites, I encourage you to write Minister of Health Jane Philpott asking her to split Bill C-37 and share your thoughts on the input your council would like to have on the application for and approval of safe injection sites for your community. I've enclosed a backgrounder I've written outlining more of my thoughts.

If you have any questions, please don't hesitate to contact my office.

Sincerely,

John Barlow

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Saving a Life: C-37 and the Opioid Crisis

It is clear we are facing an opioid crisis in western Canada. On a daily basis we hear of a friend, a neighbour, or even a family member dying of a drug overdose, usually fentanyl.

It is heartbreaking, and I know Alberta communities are hurting. There were 338 accidental opioid deaths in Alberta, and 662 in British Columbia in 2016, and experts are predicting 2017 will be even worse.

We must do something to stop the illegal importation of drugs such as fentanyl and carfentanil, provide our mental health services the resources they need to provide counselling and care, and ensure those selling these drugs are punished severely.

As a first step to address this crisis, the Liberal government tabled Bill C-37. The Bill seeks to allow the Canada Border Services Agency (CBSA) the authority to cease the importation of unregistered pill presses and allows them to open suspicious packages weighing less than 30g. The Bill also seeks to grant the Minister of Health more powers to quickly and temporarily class and schedule new synthetic and dangerous drugs. However, the Bill also seeks to severely weaken the Respect for Communities Act, which oversees the approval of safe injection sites.

As a result of this Bill, we have heard from communities who are concerned they will not have input on the location of these sites or whether they want them at all. Knowing how critical it is to proceed with providing CBSA the resources to combat the trafficking of these deadly drugs, the Official Opposition put forward a motion to push the Bill through all three readings.

Saving lives is our primary goal, but knowing many Canadians are worried an injection site will appear in their neighbourhood without the community's support our motion on February 1 proposed splitting the Bill. This would have allowed the majority of the Bill to pass unanimously through the House and likely through the Senate.

This would have granted the CBSA the authority and powers they have been seeking to combat the inflow of illegal substances and cease unregistered devices. This would have granted the Minister of Health the powers she is seeking when classing new substances.

Splitting the Bill would have also given members more opportunity to debate the importance of community engagement in the consultation process when applying and approving injection sites. Instead, with the support of the NDP, the Liberals voted down our motion.

Instead of fast-tracking this Bill, it will now go through months of additional bureaucracy while more Canadians die as a result of fentanyl overdoses every day.

We were stunned the Liberals and New Democrats voted down this motion, we tried a second time, thinking they would reconsider. Again, they denied the motion to split the Bill. Frustrated, we then proposed two amendments in committee. The first would ensure there was at least a 45 day consultation period when considering a safe injection site. The second would give the mayor and the head of police the right to be a part of the application process by including their opposition or support for an injection site in their community. These reasonable amendments were denied by the Liberal and NDP members of the committee, meaning there is no chance for meaningful engagement with community stakeholders.

As the Bill stands today, injection sites could be forced on communities that don't want or need them.

The Minister will tell Canadians these sites will save lives, and perhaps that is true, but I will argue saving a life is offering an alternative to committing crimes, getting high, and potentially overdosing. Saving a life is ensuring the option to get proper treatment is available the moment it is requested.

I have spoken to residents of Foothills about the difficulty in accessing detox and addiction treatment, and not all those who have overdosed are struggling addicts. Some are recreational users. This is a critical issue, and I know the profound impact fentanyl has had on the constituents in my riding from every walk of life.

We are not trying to play politics or be insensitive. On the contrary, I think all members are working hard to protect Canadians. I know I speak for my riding when I say we must take action against the opioid crisis enveloping Western Canada.

Therefore, I am asking the residents of Foothills to contact the Minister of Health and ask her to reconsider the motion to split Bill C-37 in two so we can ensure the CBSA has the powers they've been asking for, while injection sites are further debated.

We are facing an emergency, fentanyl does not discriminate. It doesn't matter what age you are, what gender you are, how much money you make. It can kill you.

We can, and must, move quickly to protect the lives of Canadians.

Contact:

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JOIN FORTISALBERTA'S 2017 EARTH HOUR CHALLENGE



FortisAlberta is offering Earth Hour grants to enable municipalities to create or enhance energy efficiencies in their communities.

We will award first, second and third place winners with **\$5,000, \$2,500** and **\$1,500** grants respectively.

Earth Hour will take place on Saturday, March 25, 2017 from 8:30 to 9:30 p.m. **Deadline to apply is March 13.** Visit fortisalberta.com/earthhour for more information.

We're also running an Earth Hour social media contest. To participate, residents are encouraged to participate on Facebook, Twitter and Instagram using **#FortisABEarthHour** for chances to win energy efficiency prizes!

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