

**AGENDA**  
**COUNCIL MEETING**  
**MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9**  
**February 28, 2023 6:00 pm**  
**Council Chambers**

A. ADOPTION OF AGENDA

B. DELEGATIONS

C. MINUTES/NOTES

1. Committee Meeting Minutes
  - February 14, 2023
2. Council Meeting Minutes
  - February 14, 2023
3. Special Council Meeting Minutes
  - February 21, 2023

D. UNFINISHED BUSINESS

- a) Lundbreck Road Issue – Presentation from February 14, 2023 Meeting
- b) Livingstone Ski Academy – Presentation from February 14, 2023 Meeting

E. BUSINESS ARISING FROM THE MINUTES

F. COMMITTEE REPORTS / DIVISIONAL CONCERNS

1. Councillor Tony Bruder – Division 1
  - Crowsnest/Pincher Creek Landfill Minutes January 18, 2023
2. Reeve Rick Lemire – Division 2
3. Councillor Dave Cox– Division 3
4. Councillor Harold Hollingshead - Division 4
5. Councillor John MacGarva – Division 5

G. ADMINISTRATION REPORTS

1. Operations
  - a) Operations Report
    - Report from Public Works dated February 23, 2023
    - Public Works Call Log
  - b) Bylaw 1344-22 Utility
    - Presented for Third Reading
2. Finance
3. Planning and Community Services
  - a) Policing Schedule Changes – Pincher Creek RCMP
    - Information
4. Municipal
  - a) Chief Administrative Officer Report
    - Report from CAO, dated February 22, 2023

H. POLICY REVIEW

I. CORRESPONDENCE

1. For Action
  - a) Campground Statement
    - South Canadian Rockies Tourism Association
  - b) Cowboy Show Sponsorship Request
    - Request letter for June 16 & 17 Event
2. For Information

- a) RCMP Town Hall Meeting
  - March 8, 2023 6:00 pm MD Chambers
- b) Joint Correspondence attached from the County of Stettler No. 6 and Woodlands County
  - Trident Exploration Receivership & Positions taken by the Alberta Energy Regulator and the Orphan Well Association
- c) Rock'n St. Patty's Fundraiser March 17, 2023
  - Pincher Creek Curling Club

J. NEW BUSINESS

K. CLOSED MEETING SESSION

- a) Beaver Mines Water Distribution & Collection Underground Completion Follow Up #2 – FOIP Sec 16
- b) Potential Land Purchase – FOIP Sec 16

L. ADJOURNMENT

MINUTES  
REGULAR COUNCIL COMMITTEE MEETING  
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9  
Tuesday, February 14, 2023 2:00 pm  
Council Chambers

Present: Reeve Rick Lemire, Deputy Reeve Tony Bruder, and Councillors Dave Cox, Harold Hollingshead, and John MacGarva.

Staff: CAO Roland Milligan, Director of Finance Meghan Dobie, Utilities & Infrastructure Manager David Desabrais, and Executive Assistant Jessica McClelland.

Reeve Rick Lemire called the meeting to order, the time being 2:00 pm.

1. Approval of Agenda

Councillor Dave Cox

Moved that the agenda for the February 14, 2023 Committee meeting be amended to include 3c Closed – Personnel – FOIP Sec 19;

AND THAT the agenda be approved as amended.

Carried

2. Delegations

Road Concern Lundbreck

Vern Wicks and Ron Peters attended the meeting at this time to discuss ongoing concerns with drainage along 2<sup>nd</sup> Street and Hamilton Ave in the Hamlet of Lundbreck. Vern has been in Lundbreck, on the same property, since the 1970's. For several years he has been frustrated with drainage along his property, causing ice buildup and flooding into his garage. Vern reviewed prior upgrades to infrastructure in Lundbreck starting in the 1970's, and showed photos of how the road has been built up and drainage has been effected.

Council thanked the residents for attending and will have staff look into his concerns and potential solutions.

Vern Wicks and Ron Peters left the meeting at this time, the time being 2:44 pm.

Livingstone Ski Academy

Eliza Grose, Vice Principal at Livingstone School attended the meeting along with several of her high school students to introduce themselves and showcase what an amazing program the Ski School is. Livingstone School in Lundbreck is the only school within the MD boundaries, and focuses on learning as well as year round activities for the students.

Eliza Grose and the students left the meeting at this time, the time being 3:05pm.

3. Closed Session

REGULAR COUNCIL COMMITTEE MEETING  
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9  
TUESDAY, FEBRUARY 14, 2023

Councillor Dave Cox

Moved that Council move into closed session to discuss the following, the time being 3:11 pm:

- a) 3:00 to 3:30 Beaver Mines Water and Wastewater Distribution & Collection Damages for Delay Discussion – FOIP Sec 16
- b) Ambulance Snow Removal Discussion – FOIP Sec 18
- c) Joint Council - Pincher Creek Emergency Services Commission – FOIP Sec 16
- d) Personnel – FOIP Sec 19

Carried

Councillor Dave Cox

Moved that Council move out of closed session, the time being 5:29 pm.

Carried

4. Round Table

5. Adjournment

Councillor Harold Hollingshead

Moved that the Committee Meeting adjourn, the time being 5:30 pm.

Carried

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REEVE

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CHIEF ADMINISTRATIVE OFFICER

**MINUTES  
MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9  
REGULAR COUNCIL MEETING  
FEBRUARY 14, 2023**

The Regular Meeting of Council of the Municipal District of Pincher Creek No. 9 was held on Tuesday, February 14, 2023 at 6:00 pm, in the Council Chambers of the Municipal District Administration Building, Pincher Creek, Alberta.

**PRESENT** Reeve Rick Lemire, Deputy Reeve Tony Bruder, Councillors Dave Cox, Harold Hollingshead and John MacGarva.

**STAFF** CAO Roland Milligan, Director of Finance Meghan Dobie, Utilities & Infrastructure Manager David Desabrais, Development Officer Laura McKinnon, and Executive Assistant Jessica McClelland.

Reeve Rick Lemire called the meeting to order at 6:00 pm.

**A. ADOPTION OF AGENDA**

Councillor Dave Cox 23/038

Moved that the Council Agenda for February 14, 2023 be amended to include:

- Moment of Silence for Councillor Roger McAdam
- Municipal c) Ambulance Snow Removal
- Removal of Closed Session b) Personnel

AND THAT the agenda be approved as amended.

Carried

Reeve Rick Lemire led MD Council and staff in a moment of silence to acknowledge the loss of prior MD Councillor Roger McAdam, who passed away on February 2, 2023. Roger was an MD Councillor for Division 3 from 1989 to 1992.

**B. DELEGATIONS**

**C. MINUTES**

**1. Committee Meeting Minutes – January 24, 2023**

Councillor John MacGarva 23/039

Moved that the Committee Meeting Minutes of January 24, 2023 be approved as presented.

Carried

**2. Council Meeting Minutes – January 24, 2023**

Councillor Dave Cox 23/040

Moved that the Council Meeting Minutes of January 24, 2023 be approved as presented.

Carried

**E. UNFINISHED BUSINESS**

**a) Ranchlands Victim Services Society VSU Re-Design**

Councillor Dave Cox 23/041

Moved that the presentation from the Ranchlands Victim Services Society presented at the committee meeting of January 11, 2023 be received as information;

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AND THAT administration be directed to write a letter to Minister of Justice and Solicitor General of Alberta, Minister Tyler Shandro, regarding the proposed re-design for the Victim Services Society stating Councils concerns.

Carried

F. BUSINESS ARISING FROM THE MINUTES

G. COMMITTEE REPORTS / DIVISIONAL CONCERNS

1. Councillor Tony Bruder – Division 1
  - a) Intermunicipal Development Plan meeting with Town of Pincher Creek
  - b) Agricultural Service Board
2. Reeve Rick Lemire – Division 2
  - a) Mayors and Reeves
  - b) Pincher Creek Emergency Services Commission
  - c) Alberta SouthWest
3. Councillor Dave Cox– Division 3
  - a) Pincher Creek Foundation
  - b) Economic Development 101 for Elected Officials
4. Councillor Harold Hollingshead - Division 4
5. Councillor John MacGarva – Division 5
  - a) Joint Health and Safety
  - b) Economic Development 101 for Elected Officials

Councillor Tony Bruder 23/042

Moved that Councillor Dave Cox and Councillor John MacGarva be compensated for taking part in the seminar for Economic Development 101 for Elected Officials.

Carried

Councillor Harold Hollingshead 23/043

Moved to accept the Committee Reports as information.

Carried

H. ADMINISTRATION REPORTS

1. Operations

a) Operations Report

Councillor Harold Hollingshead 23/044

Moved that Council receive the Operations report, which includes the call log, for the period January 18, 2023 to February 8, 2023 as information.

Carried

b) Utility Bylaw 1344-22

Councillor Tony Bruder 23/045

Moved that Bylaw 1344-22, being the Bylaw for the purpose of regulating and providing for the terms, conditions, rates and charges for the supply and use of water services, wastewater services and solid waste services provided by the Municipal District of Pincher Creek No. 9, be given second reading.

Carried

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2. Finance

a) 2022 Year End Funding Re-class - Skid Steer

Councillor Dave Cox 23/046

Moved that Council adjust the funding mechanism on the Skid Steer from the Equipment Reserve (6-12-0-752-6740) to the Municipal Sustainability Initiative grant;

AND THAT Council approve the change in the 2022 fiscal period.

Carried

3. Development and Community Services

a) Pincher Creek RCMP - Quarterly Update

Councillor Harold Hollingshead 23/047

Moved that Council receive the Pincher Creek RCMP Quarterly Update as information, including the following:

- Community Letter
- Provincial Q3 Five Year Crime Stats
- RCMP Provincial Policing Report
- NG911 for EMS
- RCMP Operational Communication Centers

Carried

b) Letter of Support for the Miistakis Institute – Ecological Connectivity Overlay Project

Councillor Dave Cox 23/048

Moved that Council approve a letter of support for Miistakis Institute to obtain funding to create an ecological connectivity tool for the MD of Pincher Creek.

Carried

c) Notice of Public Hearing - Bylaw No. 1943 from MD of Willow Creek

Councillor John MacGarva 23/049

Moved that Council receive the Public Hearing Notice and Bylaw No. 1943 from MD of Willow Creek as information;

AND THAT administration be directed to contact MD of Willow Creek to notify them that Council for the MD of Pincher Creek has no concerns.

Carried

4. Municipal

a) Chief Administrative Officer Report

Councillor John MacGarva 23/050

Moved that Council receive for information, the Chief Administrative Officer's report for the period of January 20, 2023 to February 9, 2023.

Carried

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b) 2023 Pincher Creek & District Trade Show

Councillor Dave Cox 23/051

Moved that Council take part in the Pincher Creek and Chamber District of Commerce Trade Show on April 28 and 29, 2023.

Carried

c) Ambulance Snow Removal

Councillor Tony Bruder 23/052

Moved that Council agrees to waive ambulance snow removal fees to rate payers, in the event that snow removal is required to support an incident response from Pincher Creek Emergency Services.

Carried

I. POLICY REVIEW

J. CORRESPONDENCE

1. For Action

2. For Information

Councillor Harold Hollingshead 23/053

Moved that the following be received as information:

- a) Town of Fox Creek Ambulance Service
  - Letter dated January 27, 2023
- b) Sunrise Solar Project Limited Partnership
  - Introduction letter from Evolugen
- c) Riplinger Wind Power Project
  - Project Information from TransAlta
- d) Minister Round Table on Parks Canada
  - Invitation for February 27, 2023
- e) Update on the NGTL West Path Delivery 2023 Project
  - Email update from TC Energy dated February 9, 2023

Carried

K. NEW BUSINESS

L. CLOSED SESSION

Councillor Harold Hollingshead 23/054

Moved that Council move into closed session to discuss the following, the time being 7:35 pm:

- a) Draft Letter – Irrigation District – FOIP Sec. 16

Councillor Harold Hollingshead 23/055

Moved that Council move out of closed session, the time being 7:45 pm.

Carried



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a) Draft Letter – Irrigation District

Councillor Tony Bruder 23/056

Moved that Council approve the draft letter to Minister of Agriculture and Irrigation, regarding an Irrigation District within the MD of Pincher Creek;

AND THAT a copy of the letter be sent to the MD of Ranchlands and the Municipality of the Crowsnest Pass.

Carried

M. ADJOURNMENT

Councillor John MacGarva 23/057

Moved that Council adjourn the meeting, the time being 7:46 pm.

Carried

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REEVE

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CHIEF ADMINISTRATIVE OFFICER

**MINUTES**  
**MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9**  
**SPECIAL COUNCIL MEETING**  
**FEBRUARY 21, 2023**

The Special Meeting of Council of the Municipal District of Pincher Creek No. 9 was held on Tuesday February 21, 2023 in the MD of Pincher Creek Council Chambers.

Notice of this Special Council Meeting was posted on the MD website and social media.

**PRESENT** MD of Pincher Creek: Reeve Rick Lemire, Deputy Reeve Tony Bruder, Councillors Dave Cox, Harold Hollingshead and John MacGarva.

Town of Pincher Creek: Mayor Don Anderberg, Councillors Mark Barber, David Green, Sahra Nodge, Wayne Oliver, Brian Wright and Garry Cleland

**STAFF** MD of Pincher Creek: CAO Roland Milligan, Director of Finance Meghan Dobie, Executive Assistant Jessica McClelland

Town of Pincher Creek: CAO's Laurie Wilgosh and Angie Lucas, Director of Finance and Human Resources Wendy Catonio (via speakerphone)

Reeve Rick Lemire called the meeting to order at 6:02 pm.

**A. Introductions**

Reeve Rick Lemire went around the table to introduce Council and staff.

**B. ADOPTION OF AGENDA**

Councillor Harold Hollingshead 23/058

Moved that the Special Council Meeting Agenda for February 21, 2023 be amended to include under New Business:

- Review of Joint Funding
- Affordable Housing

AND THAT the agenda be approved as amended.

Carried

**C. OLD BUSINESS**

**a) Sewage Disposal Facilities**

The Town of Pincher Creek Council discussed the issue of vac trucks disposing of septic waste at the disposal site in the Town limits. On various occasions incorrect liquids have been discarded causing damage to the septic system by altering the bacteria. At present time there is no financial benefit to the Town to provide this service, only cost and liability. CAO Roland Milligan contacted other Municipalities with similar issues to look at possible solutions.

Councillor Tony Bruder 23/059

Moved to receive the sewage disposal facility report as information,

AND THAT pending numbers of tonnage from vac truck businesses, Council will discuss with Crowsnest Pincher Creek Landfill to see if there can be assistance with disposal.

Carried

**b) Commercial Recycling Eco Centre**

CAO Roland Milligan contacted the Crowsnest/Pincher Creek Landfill Manager to discuss how full the recycle bins are now and if something can be arranged to allow for smaller commercial businesses to utilize the Eco Centre. They responded that there was no issue with commercial recycling in small quantities.

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D. NEW BUSINESS

a) Curling Club RFP Costing Review

Town Council updated MD Council on the Curling Club project. At present time the Town has committed funds for the new Curling Club, but is also looking at grant options. Town Council will keep the MD Council aware of changes and needs to see this project move forward.

b) 2023 Proposed Joint Visioning/Planning

Councillor John MacGarva 23/060

Moved that the pending the MD completing their Strategic Plan, the 2023 Proposed Joint Visioning/Planning be postponed and revisited in 2024.

Carried

c) Review of Joint Funding Process

Councillor Tony Bruder 23/061

Moved that MD Council reconfirm Council members Tony Bruder, Dave Cox and Reeve Rick Lemire as alternate, along with Town Councillors Sahra Nodge and David Green, to form a sub committee to review the Joint Funding Process;

AND THAT administration schedule a meeting to begin the review process.

d) Affordable Housing

Councillor Tony Bruder 23/062

Moved to receive the discussion on affordable housing as information as Town of Pincher Creek has a committee formed to discuss this concern, and the MD has Councillor John MacGarva as our representative.

Carried

E. CLOSED SESSION

Councillor John MacGarva 23/063

Moved that Councils, and administration, move into closed session to discuss the following, the time being 7:54 pm:

- a) ICF - Recreation Funding Agreement – FOIP Sec. 23
- b) Pincher Creek Emergency Services Funding Ratio – Review – FOIP Sec. 23
- c) ~~Delegation Dr. Sandra Duke~~ *Unable to Attend Due to Weather*

Councillor Harold Hollingshead left the meeting at 9:15 pm.

Councillor Tony Bruder 23/064

Moved that Councils, and administration, move out of closed session, the time being 9:37 pm.

Carried

Councillor Dave Cox 23/065

Agree to amend the Recreation Funding Agreement with the following changes;

- Section 3 be removed and replaced with “the MD will contribute 33.3% of the net operating loss, or 3% more of the previous year contribution, whichever is lower. In the event there is a valid

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reason for an increase greater than 3%, the Town can write a letter to the MD explaining this and asking for a higher operating contribution. The MD shall decide if they wish to contribute a higher percentage.”

- Change section 8 from May 31 to March 15;
- Removal of section 15;
- Schedule A be amended to replace any acronym with the correct terminology and add an address to each respective facility;

AND THAT the Town provide more information regarding the definition of “current operation cost”.

Carried

b) Pincher Creek Emergency Services Funding Ratio

Councillor John MacGarva 23/066

Moved that administration schedule a meeting between both Councils, and Fire Chief Pat Neumann, to gain a better understanding of the Pincher Creek Emergency Services Funding Ratio.

Carried

D. ADJOURNMENT

Councillor John MacGarva 23/067

Moved that Council adjourn the meeting, the time being 9:42 pm.

Carried

\_\_\_\_\_  
REEVE

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

## Introduction

Firstly I'd like to tell you about myself for you to see that I'm not speaking from a position of ignorance or inexperience. I have a long history in Lundbreck as my family moved there in 1960 and I've lived there most of my life. I'm now retired but most of my working life has been dedicated to road related construction. Including 15 years building trails and roads in the forestry, 30 years constructing roads including Hwy 507 and Hwy 22 upgrades, drainage ditches, installing culverts and doing inspections for my own business. In addition I plowed snow in Lundbreck for 10 years and was on the volunteer fire department for 15 years. I want you to know that I care about Lundbreck.

## Lundbreck 1960



## **Purpose of meeting**

To provide an explanation to council of the consequences - specifically groundwater overland drainage - to my property resulting from the 2021 Road Beautification Project of 2<sup>nd</sup> Street in Lundbreck. As no resolution could be reached so far it is my hope that escalating my concerns here today will provide heightened awareness of the problem and lead to a mutually acceptable solution. While a 30 minute meeting is not long enough to explore every detail of the problem it should provide an avenue for further more detailed discussions.

## **Explanation**

You cant solve a problem if you don't understand it. The pictures and text below explain the situation to the best of my ability and knowledge of the circumstances to date.

## **History**

Beginning in 1972 with the original water sewer project, roadway infrastructure elevations have increased with each successive project without consideration for the properties they serve. The drainage 'big picture' has been ignored. This has resulted in water infiltration to residential properties. These details can be reviewed upon request of council at a later date due to time constraints. For reference note elevation of garage foundation in the picture below (1970s construction) is lower than the new road.



### Natural overland water flow

This image below shows Lundbrecks' natural south-to-north (and slightly east) land slope as related to the residence in question. In the segment of 2<sup>nd</sup> street shown here the road surface was raised as compared to the original road. Groundwater which previously travelled north-east across 2<sup>nd</sup> street now travels south-east towards my residence.

### Aerial View of 2<sup>nd</sup> Street before construction



## 2<sup>nd</sup> Street Contour

These images show how the grade of the original road allowed for groundwater to run the its course through Lundbrecks' natural south-to-north slope and how contours of the new road redirect the water more intentionally to the east.

2<sup>nd</sup> Street before (looking west)



2<sup>nd</sup> Street after (looking west)





## Driveway Apron

These images show the driveway entrance and the severity of the slope pre and post construction. Note that there are no curbs to contain the water to the road area.

### Driveway Apron before



### Driveway Apron after



## Garage Entrance

These images show how the slope was changed at my garage entrance. As the garage is attached, within there is a residential entrance to the basement. Since the new construction, this entrance must now be sand-bagged to prevent water infiltration to the house. The original slope was sufficient to allow groundwater to drain away from the entrance even during heavy spring run-off. The new slope combined with a significant road crown does not accomplish this. The limited slope causes the water to pool on the garage apron and run into my garage. Note the letter from my insurance company requesting that action be taken.

### Garage Entrance before



### Garage Entrance after



## Insurance Letter



January 13, 2023

Lavern Wicks  
Box 101  
Lundbreck, AB T0K 1H0

TO whom it may concern;

**Re: INTACT Insurance Company Homeowners Policy # 7V1258775 Effective Date May 27, 2022 to May 27, 2023**

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Lavern Wicks has a home insured at 300 HAMILTON AVE LUNDBRECK, AB T0K 1H0 that is having issues with water being backed up into this garage and dwelling from a roadway drainage issue. At this time Lavern is covered for Overland water damage for when water enters into the home from the surface. There is a deductible that he is responsible for if a claim is submitted. If there are multiple occurrences, the coverage will be declined, as stated in the Exclusions portion of the attached wordings. **This issue has been brought to Intact insurance attention and they are asking that all steps be taken to remedy this situation.**

Best Regards,

*Crystal Frost*

Crystal Frost CAIB  
Alpine Insurance & Financial Inc.  
Alberta's Trusted Advisors™  
D: (403) 942-8041  
crystal.frost@alpineinsurance.ca

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Calgary / Lethbridge / Red Deer / Edmonton / Canmore

[www.alpineinsurance.ca](http://www.alpineinsurance.ca)

## **Excessive slope from Crown to Ditch**

The first image demonstrates a higher degree of slope on the south side of the road as compared to the north side which appears to be relatively flat.

The second image shows how the snowplow blade was unable to remove snow from the majority of the roadway due to difference between the road crown and ditch.

The plugged culvert in the third image is an example of the consequences of the exaggerated crown/ditch relationship.

According to technical drawings the south side of the ditch was lowered (assumed for drainage to the culvert) particularly at driveway apron. However, the culvert often does not function. Once filled with snow the seasonal freeze/thaw run-off no longer drains away as is typical of surface drainage. Instead water accumulates at the base of the driveway and freezes creating a dangerous situation for vehicles and pedestrians.

Cautionary note to reader: graphical and text content on the “issued for record” drawings do not always match. In some cases the graphical depiction was not edited, only the text was.

## **2<sup>nd</sup> Street (looking west) high degree of slope**



**2<sup>nd</sup> Street (looking west) snow plowing hindered**



**2<sup>nd</sup> Street (looking east) water cannot traverse the crown**



## **Key Issues of new road**

- Road surface was raised.
- Road has a high crown.
- South ditch was lowered.
- Culverts often do not function as intended.

## **Reference Residents**

Ron Peeters - Verbal statement

Brent Dewart - letter of concern

After speaking with Vern Wicks about the drainage and road issues he is experiencing at his property on 2<sup>nd</sup> street and Hamilton Ave in Lundbreck, I feel compelled to address the council, as I also have experienced drainage issues at my property at the north end of Hamilton Ave.

Having grown up - and now residing in Lundbreck, AB I have witnessed the various issues with Lundbrecks' infrastructure and water, sewer, and drainage, dating back to the early 1970's when it was first installed by Craigs Construction. Many of these issues were brought to the MD's attention, but few were ever addressed.

With the addition of the trailer park to Lundbreck I witnessed the levelling of what was a large hill (known as Shultz's Hill back then) and then the roads adjacent to the park raised in some instances by close to a foot to meet the level of the trailer park, thus forcing the water drainage into residential properties such as mine and Verns, which were and still are substantially lower. After the last upgrades and paving of Hamilton Ave drainage water still pools beside the east wall of my garage, and in extreme weather events have left up to two inches of water inside my garage.

These issues were discussed on various occasions with previous MD councils to no avail, although after speaking with Eric a year ago, a bandaid solution of dumping and spreading a truck load of gravel was done along side of the east wall of my garage alleviating the problem somewhat.

In conclusion, I am of the belief that infrastructure errors and issues related to drainage from public roadways should be the responsibility of the MD of Pincher Creek and not the landowner.

Sincerely,

Brent Dewart

## **Conclusion**

While the crown of the road may or may not meet standard design criteria, it is my assertion that the combination of the raised road surface, high crown and lowered ditch (for culvert outflow) has created the problem of groundwater being directed to the north side of my residence. I welcome any official feedback to the contrary as it aids in finding a solution. Other residents have experienced similar issues. (Ron Peeters & Brent Dewart)

## **Follow-up meeting**

While today's meeting provides a basic understanding of the issues at hand, another meeting will be required with specialized skill sets (I.e. engineering and construction) for an in-depth understanding of the drawings and pictures.

During the course of my investigation over the past 1.5 years many details have come to light. I have raised red flags before, during and after the construction phase of the project but as yet have seen no action items pertaining to these issues. While I question some of the decisions that were made I am also not privy to all pertinent information. However, I am available to discuss the history of the project from my perspective and contribute to a complete post-mortem should council require it.

## **Q & A**

- What was the intended purpose of redirecting the drainage channels of the original roadway?
- In conversation with an engineer at ISL it was revealed that a swale was removed from the drawings. Why was this swale removed?
- What action items can council provide today?

## **Appendix (files provided on USB drive)**

Letter: Brent Dewart  
Garage Permit  
Drawings  
Additional Images



# A unique program<sup>DB</sup> at Livingstone School





# BY THE NUMBERS

- 36 Grade 4-6 athletes
- 30 Grade 7-12 athletes
- 3 International Students
- 8 “LSA Pathways” Students
- 11 Full-Time coaches at Castle Mountain Resort

# THE HISTORY

- Seven seasons at Livingstone School and Castle Mountain Resort
- School enrollment has grown by nearly 100 students
- December to March programming on the mountain every winter
- Partnerships with local businesses, service providers and recreation facilities

# **PATHWAYS TO EMPLOYMENT**

- Instructor and Coach Certifications
- NCCP Modules
- Wilderness First Aid Course
- Avalanche Skills Training
- Outdoor Council of Canada
- Shoulder season training and skill building (XC Skiing, Biking, Hiking)

# PROGRAM FEES

- We are a public school program, all students are welcome!
- Grade 7-12 tuition (3 days per week training) = \$2600 incl season pass
- Grade 4-6 tuition (2 days per week training) = \$1400 incl season pass

# LIVINGSTONE SKI ACADEMY SOCIETY

- Volunteer parents/guardians and local friends of the LSA
  - Fundraising, Grants and Sponsorships to offset tuition costs for students
  - Avg LSAS Support: \$7,000 - \$10,000 per year
- ~\$150 offset of tuition per student**

WARREN  MILLER'S

# DAY MAKER



**Livingstone Ski  
Academy Society  
presents:**

## **Warren Miller's Day Maker**

Thursday Feb. 16, 2023

Doors open at 6 pm, movie starts  
at 6:30

Lundbreck Community Hall

Entry by donation  
Concession will be available

Raffle for "Best Seats in the  
House"

All money earned goes towards  
LSA program



**LANDFILL PAPER PICKING - APRIL 21**



# LIVINGSTONE SKI ACADEMY



## SPRING FLING FIESTA



MARCH 25, 2023 | 7PM

MEXICAN FUNDRAISER | GREAT FOOD | LIVE MUSIC

Adults \$55 • Child 6-13yrs \$30 • Kids 5&U \$10

Tickets can be purchased from Eventbrite



Live Music by Lani Folkard & Paul Pichurski



# CONTACT US!

[www.livingstoneskiacademy.ca](http://www.livingstoneskiacademy.ca)

Scott Bailey, Program Coordinator

[baileys@lrsd.ab.ca](mailto:baileys@lrsd.ab.ca)

Livingstone School

403-628-3879

[www.livingstoneschool.ca](http://www.livingstoneschool.ca)





**THE CROWNEST/PINCHER CREEK LANDFILL ASSOCIATION  
MINUTES  
January 18, 2023**

The regular meeting of The Crowsnest/Pincher Creek Landfill Association was held at 9:07 am  
Wednesday January 18, 2023, at the Cowley Community Hall.

Present: Tony Bruder, Municipal District of Pincher Creek #9  
Dean Ward, Municipality of Crowsnest Pass  
Dave Filipuzzi, Municipality of Crowsnest Pass  
Doreen Glavin, Municipality of Crowsnest Pass  
Mark Barber, Town of Pincher Creek  
Dave Slingerland, Village of Cowley  
Dean Bennett, Landfill Manager  
Jean Waldner, Landfill Office Supervisor  
Chelsie Antoniuk, Landfill Administrator

**AGENDA**

Additions to the Agenda:

6,b. In Camera session requested by Board Chairman

Mark Barber Moved the agenda be adopted with above additions. Carried. 01.18.23-2129

**MINUTES**

Dave Slingerland

Moved the minutes of December 21, 2022, The Regular Board Meeting be adopted as circulated.

Carried. 01 18 23-2130

**MANAGER'S REPORT**

- MSW started out slow but seems to be getting back to normal for this time of the year.
- The new Tana packer has finally landed, no exact date for delivery yet.
- Industrial Cell has become slow due to the time of year. Secure has requested a few quotes. I am optimistic that this year we will have another busy year.
- The new accounting software is now installed and being used; this system is going to make everything run alot smoother.
- We have started the process of running paperless, with most customers.
- I am still looking for new scale software that will work with the new accounting program, our old system needs updating.
- Working with the MD on ways we can help them get close to zero recovery.
- The MD-PC Eco Centre continues to run trouble free.
- Recycling in the CNP ran better this month, so far, no garbage is being left at the bins site.

-We used the new shredder to shred a ton of mattresses that used to take up allot of space in the landfill.

-Looking forward to having the new retro fit done to the new 550 collect truck, this will enable us to pick up the residential bins in a faster and safer way.

-Continuing to talk to a new Engineering firm to make sure they are a good fit for the Landfill.

Dave Filipuzzi

Moved the Manager's report be adopted as presented.

Carried. 01.18.23-2131

### **FINANCIAL REPORT**

Administration went over the Income Statement and Balance Sheet from January 12, 2023

Mark Barber Moved the financial reports be accepted as information.

Carried. 01.18.23-2132

### **PRESENTATION FROM RECLAIM SOIL REMEDIATION.**

2 gentlemen from Reclaim came and did a 1-hour presentation in front of the board.

The board thanked the gentleman for their time and said they would meet and talk about the possibilities of using their service at a later date and get back to them.

Mark Barber

Move this presentation be adopted as information

Carried. 01.18.23-2133

### **CLOSED IN CAMERA SESSION CALLED BY THE LANDFILL MANGER**

Time In 10:30 AM Moved by Dave Filipuzzi

Carried. 01.18.23-2134

Time Out 10:41 AM Moved by Doreen Glavin

Carried. 01.18.23-2135

Tony Bruder

Moved that the CERB Loan be rolled into a GIC

Carried. 01.18.23.2136

### **CLOSED IN CAMERA SESSION CALLED BY THE LANDFILL CHAIRMAN OF THE BOARD**

Time In 10:43 AM Moved by D Filipuzzi

Carried 01.18.23-2137

Time Out 10:47 AM Moved by Dave Slingerland

Carried 01.18.23-2138

**Correspondence:** Thank you card from STARS


**NEXT MEETING DATES 9:00 AM**

February 15, 2023	July 19, 2023
March 15, 2023	August 16, 2023
April 19, 2023	September 20, 2023
May 17, 2023	October 18, 2023
June 21, 2023	November 15, 2023
	December 20, 2023

**ADJOURNMENT**

Doreen Glavin Moved the meeting adjourn at 10:47 am

Carried. 01.18.23-2139

  
CHAIRMAN

  
ADMINISTRATION



OPERATIONS REPORT

**Current Public Works Activity**

- Road Maintenance – Public Works has Nine (9) graders out on the roads doing road maintenance and snow removal.
- Snow removal and street maintenance in the Hamlets of Lundbreck, Beaver mine and Pincher station during snow events
- Planning ongoing for the approved capital and internal project for 2023.
- Quotes and estimates and being refresh for the equipment approves by council in the 2023 capital budget.
- Permanent snow fence repair and installation in **completed**. New location for installation on the North Burmis road.
- Boat Club Road has been completed Monday September 19, 2022 and environmental assessment was also completed September 27, 2022. Preliminary design and Opinion of probable cost have been received November 10, 2022. Meeting held with Alberta December 14, 2022.
- The MD has retained the professional service of DK blade services to provide technical training in the spring of 2023 **for 3 more operators**.
- Cleaning up outstanding inspection corrective action around the shop and facilities
- Chainsaw training (Level 3 feller course) scheduled for January 23<sup>rd</sup> to January 25<sup>th</sup> 2023 has been completed.
- Garbage, Recycling, water to the airport... being done weekly by PW crew.
- Working on call log items daily.

## Energy Projects Update

**MD Estimated Annual Energy Savings: \$15,491 \$19,261**

**MD Funding Secured (Total): \$173,098**

- **General Updates**

- Pool Endotherm installed Feb. 8, 2023 projected to save \$6,500/year
- Lebel Mansion LED light retrofit completed Dec. 29, 2022
- Admin Endotherm boiler additive (increased heat retention) completed Dec. 20, 2022 projected to save \$650/year
- Admin LED lighting swaps completed Feb 15 2023, to be continued on failure basis. Projected to save \$800/year.
- Weatherstripping upgrades at PW, Admin, and Airport completed Jan 23, 2023. Projected to save \$306/year.
- Lighting retrofit at Lundbreck grader shop, sand shed, PW Quonset complete Jan 15, 2023. Projected to save \$1,200/year.
- Industry outreach underway with Westlake, Enel. No response from Vestas, TransAlta, Siemens, Pieridae
  - Enel has verbally committed to long term funding for community support and energy efficiency and education projects.
- Applied for grants for lighting retrofits for Airport building, Huddleston senior center, and Arena lighting retrofits
  - Received confirmation for one project. Decision was made to focus on airport.
  - Expecting grant confirmation March 2023, projected award and installation April 2023.
  - Estimated to save \$530/year
- Furnace replacement in PW building and Airport targeted for spring 2023
- Developing fuel usage tracking system within GIS dashboard
  - Fuel usage report developed December 1, 2022
  - Software contractor has indicated tracking can be implemented in the rest of the fleet with minor hardware and software upgrades
  - Brendan and Brandon working on fixing current issues with existing vehicles and activating features under current system
- Attended Sustainable Communities Conference Feb 7-10, 2023, hosted by FCM
  - Value of investing in adaptation measures to climate disaster. Payout from avoided disaster repair estimated and proven to be between 13:1 and 17:1
  - Inclusion of life cycle costs as a mandatory score within procurement policies. Lifetime costs can be multiple times the capital costs of infrastructure. Identifying these in procurement sets foundation for long term resiliency.

- **EV Chargers**

- Design complete for MD admin building, MD PW shop, and CMR Oct, 2022
- Funding from Enel Green Power received in the amount of \$20,000 USD
- Grant for remaining funds from SouthGrow secured November 30, 2022.
- Install complete for PW, Admin and Splash Park charging units sent were incorrect and new units have been shipped.
- Castle install delayed until spring due to higher excavation costs during the Winter
- PW Charger installed January 10, 2023

- Admin charger infrastructure installed, final charger installation pending weather. Estimated completion March 2023.
- Software being acquired and set up to collect payments for usage
- **Eco-centre Solar Installation**
  - Awarded to Riteline for 2.4 kW array
  - Microgeneration application complete Sept 28, 2022, neighbouring properties notified as per regulations Sept 6, 2022. No comments received back
  - Install completed November 18, 2022
  - Scheduled to begin generating power Dec. 16, 2022. Delayed due to permitting error.
  - Permitting issues resolved, electrification pending final electrical inspection and Fortis meter revision
- **Climate Resiliency and Adaptation Plan**
  - \$160,000 funding approved from MCCAC
    - \$140,000 towards the contracted study
    - \$20,000 towards staff wages, training, and community event
  - Kickoff Oct 3, 2022
    - Team: Tristan Walker, David Desabrais, Brett Wuth, and Andrea Hlady
  - Presentation of project plan to MD and Town council Oct 11, 2022
  - Data acquisition started Oct 13, 2022, community showcase complete Nov 8, 2022
  - Survey closed December 23, 2022. Finalized with over 420 responses
  - Risk assessment meeting planned with MD and Town staff for March 1, 2023.
- **Clean Energy Improvement Program**
  - Bylaw passed Oct 11, 2022
  - In discussion with FCM to determine funding
    - FCM has indicated substantial funding has been allocated to Alberta
    - Partnership with Town provides unique format that increases likelihood of success
  - Targeted program development start date Jan 15, 2023
  - Kickoff meeting scheduled for January 25, 2023
  - Targeted program launch date Sept 15, 2023
  - Market study underway to be submitted first week of March 2023
- **Ford Lightning**
  - Posted to Alberta Purchasing Connection January 11, 2023. Pricing received. Working through path forward to see if local dealership can provide
  - Order bank from Ford not yet open for the XLT
    - Dealers indicate they are only being allotted Lariat and Platinum models
  - Tender received from Marlborough Ford with estimated ETA of September 2023
    - Ford has halted new construction due to battery issues which could extend delivery timeline
    - Funding final deadline requires receipt of Vehicle by Feb 2024
    - Funders are aware of the manufacturing hold up and are working on extension provisions



- **Solar Installation**
  - New energy retailer contacted to determine best strategy for installation
  - Begin development of RFP January 16, 2023
  - Target release of RFP February 2023 in preparation for any grant streams
  - Alternative grant stream available for 80% funding up to 500k
    - Requires investment into a prefeasibility study of approximately 30k
    - No guarantee the funding will be allocated
  - Investigating site options
    - Energy retailer recently changed hands and has minimal experience with aggregated generation
    - Possible grant roll-out in Q2 of 2023
    - Checking into Nav Canada requirements

## Capital Projects Update - Bridges

- **Bridge File 75377 – Local Road over Screwdriver Creek, NW-08-06-02-W5M**
  - Total approved 2022 budget: **\$434,000**, Anticipated Actual: **\$344,000**
  - Approved 2023 budget: \$25,000
  - Construction awarded to 2<sup>nd</sup> lowest bidder
    - East Butte: **\$306,011 (Eng. Est./Don Boyce \$309,044)**
  - Conditional Construction completion certificate issued Dec.16<sup>th</sup>, 2022. Additional cleanup and deficiency work required to be complete by April 15, 2023. 10% holdback (\$22,000) cannot be released until complete
- **Bridge File 75265 – Local Road over Heath Creek, NE-11-10-01-W5M**
  - Tender awarded for engineering in 2021
    - Roseke Engineering at **\$52,162.00** (Budget: \$53,000.00)
  - Tender cancelled for construction in 2022
  - Survey has determined that the whole bridge and road is off the road right of way. Roseke Engineering will provide the MD with a survey plan to use for land negotiations.
  - The Historical Resources Application for this project has been approved.
  - Land is purchased and agreements are signed. Title registration may take a few months
  - STIP Application submitted, awaiting response prior to re-Tender
- **Bridge File 7743 – Local Road over Gladstone Creek, SW-23-05-02-W5M**
  - Tender awarded for engineering in 2021
    - Roseke Engineering at **\$45,015 (Budget \$46,000)**
  - Tender awarded for construction in 2022
    - Volker Stevin at **\$267,700 (Budget \$280,500)**
  - Contractor planning staged construction approach, minimizing closure to less than an hour. Waiting for traffic accommodation plan. ECO Plan received.
  - Lumber supply issues are delaying construction start, lumber is in for treatment, delayed to early 2023.
  - Pre-construction kickoff completed December 7<sup>th</sup>, 2022.
  - Calls completed & letters sent to effected landowners & businesses Sep 1<sup>st</sup> indicating change in schedule and closure plan

- Guardrails and bridge rail work complete. Contractor to remobilize February 13<sup>th</sup> to begin stringer, subdeck, and stripdeck work. Anticipate 2 weeks of construction. Notifications resent to affected stakeholders
  - Contractor remobilized February 13<sup>th</sup>. Stripdeck off, subdeck/girder replacement underway
- **Bridge File 2488 – Fisher Bridge, NW-26-07-02-W5M**
    - ISL awarded Supply-Build Engineering contract
    - Design, Supply, & Fabrication of Prefabricated Bridge awarded to Algonquin Bridge **(Cost: \$458,040. Eng. Est: \$638,000).**
    - RFPQ (Request for Contractor Pre-Qualification) for Installation has been sent out and closed July 26<sup>th</sup>. Installation RFQ bids received September 14<sup>th</sup>, 2022. Awarded to low bidder **(Cost: \$330,954. Eng. Est: \$349,000)**
    - Sure-Seal beginning document submission. Review of site conditions complete, TAS & eco-plan drafts received. Pre-construction meeting complete October 26<sup>th</sup>, 2022.
    - Contractor plans to prepare bridge on private property NW of crossing over the Winter. Bridge steel unloaded November, 2022.
    - Revised construction schedule received, contractor plans to break over Winter and remobilize in early May to install abutments and remove existing bridge. Contractual completion is end of June, 2023
    - Existing bridge removal **complete** Thursday, February 9<sup>th</sup>, **off-site bolt-up of new structure underway**
    - Working through plan for existing abutments with ISL and contractor
- **Bridge File 74048 – Todd Creek Culvert, NW-36-009-03 W5M**
    - Pricing Received for Preliminary Engineering & Design
    - Evaluating maintenance and/or replacement options for the 1962 1.8mx1.1mx15.8m culvert
    - Class C waterbody with Restricted Activity Period (RAP). No detour
- **Bridge File 70175 – Yarrow Creek Bridge Rehabilitation, NW-22-003-030 W4M**
    - Pricing Received for Preliminary Engineering & Design from multiple firms.
      - Awarded to Roseke Engineering at **\$17,990 (Budget \$20,000)**
    - Evaluating maintenance design for the 1908 4.3m bridge
    - Class C waterbody with Restricted Activity Period (RAP) and critical habitat for at-risk species
- **Bridge File 75801 – Oldman River Tributary Culvert, SW-09-010-01 W5M**
    - Pricing Received for Preliminary Engineering & Design
    - Evaluating maintenance design for struts the 1953 1.4mx1.6mx24m culvert
    - Class D waterbody with no RAP
- **Bridge File 76294– 2<sup>nd</sup> Tributary to Castle River, SW 32-006-01 W5M**
    - Preliminary Engineering & Design awarded to Roseke July 14, 2022
    - Preliminary survey & drafting complete, Preliminary Engineering & Design complete as of Sep 28. QAES Complete, fish passage likely not a concern
    - Recommendation is replacement with an upsized 1.6m diameter x 27m L single culvert (existing structure is 1.5m diameter x 18.3m L)

- Design for 76294 complete, rip-rap modified on downstream end to avoid need for land acquisition
- STIP Application drafted and submitted November 23<sup>rd</sup>, awaiting response
- **Watercourse Crossing Inspection & Remediation Project – 100% Grant funded**
  - **\$150,000** in grant funding awarded for Year 1 of this program
  - **Fintegrate** awarded initial contract to assess all MD crossings, prioritize for remediation, & perform detailed regulatory authorizations
  - Work has begun on prioritization & initial assessment, 175+ crossings reviewed
  - 4-5 crossings have been identified to date that are in poor structural condition and have serious fish passage concerns
  - Application submitted for additional \$114,000, mostly to complete engineering & design for remediation of crossings
  - Anticipate moving forward with design of 3 crossings, and construction of 1 within 2023-2024 AB fiscal year. Proposals received for 3 eligible crossings, kicked off preliminary design January 20<sup>th</sup>, 2023.
    - BF 7080 Dungarvan Creek Culvert Replacement, SW-17-003-29 W4M
    - Tapay (Carbondale) Road over Iron Creek Culvert Replacement, SW-15-006-03 W5M
    - TWN Rd. 31A (Chapel Rock) over South Todd Creek Culvert Replacement, SE-023-09-03 W5M
    - **Surveys complete, end of March anticipated completion**
  - Anticipating regulatory Directives making dealing with SAR crossings mandatory
  - Requested Y1 grant extension to July 31<sup>st</sup>, 2023. Extension to November 30<sup>th</sup>, 2023 received.

## Roads

- **Range Road 1-2 (Bitango Road) - Engineering 2022 – Budget \$40,000 - Const. 2023**

*Replace 64m of culvert 24" culverts with a 36" diameters culvert. Repair slides and sink holes on side slope.*

- Engineering Proposals have been submitted by 3 different firms and is under review by Public Work. Engineering contract will be awarded in 2022.
- Service agreement for professional service has been signed with ISL Engineering and Land Services LTD on February 23<sup>rd</sup> 2022.
- Geotechnical Boring scheduled for April 05, 2022.
- Site Visit was held April 21<sup>st</sup> 2022.
- Environmental Scientist was on site June 29, 2022 to begin the environmental review.
- Design Brief meeting was held August 23, 2022
- ISL to start working on the tender package.
- Tender package and design has been received February 02, 2023 for review.

- **Station Street (Pincher Station) - Engineering 2022 – Budget \$40,000 - Const. 2023**

*Repair subgrade and install new asphalt on approximately 70m on intersection of 3<sup>rd</sup> avenue and Station Street and approximately 360m on Station Street going east to seed*

*cleaning plant. Install culvert across 3rd avenue to drain water from North side of Station Street.*

- Engineering Proposals have been submitted by 3 different firms and is under review by Public Work. Engineering contract will be awarded in 2022.
- Service agreement for professional service has been signed with ISL Engineering and Land Services LTD on February 23<sup>rd</sup> 2022.
- Geotechnical Boring scheduled for April 05, 2022.
- Site Visit was held April 21<sup>st</sup> 2022
- Scope Change 1 (Utilities coordination, Hydrovac and Processing) has been approved July 18, 2022.
- Utility Crossing agreements signed Aug 03, 2022.
- Utility locating and surveying has been completed August 22, 2022
- Preliminary and Construction estimates have been received September 16, 2022 for review.
- ISL to start working on the tender package

- **Patton Avenue (Lundbreck) - *Engineering and construction 2023 – Budget \$72,000***

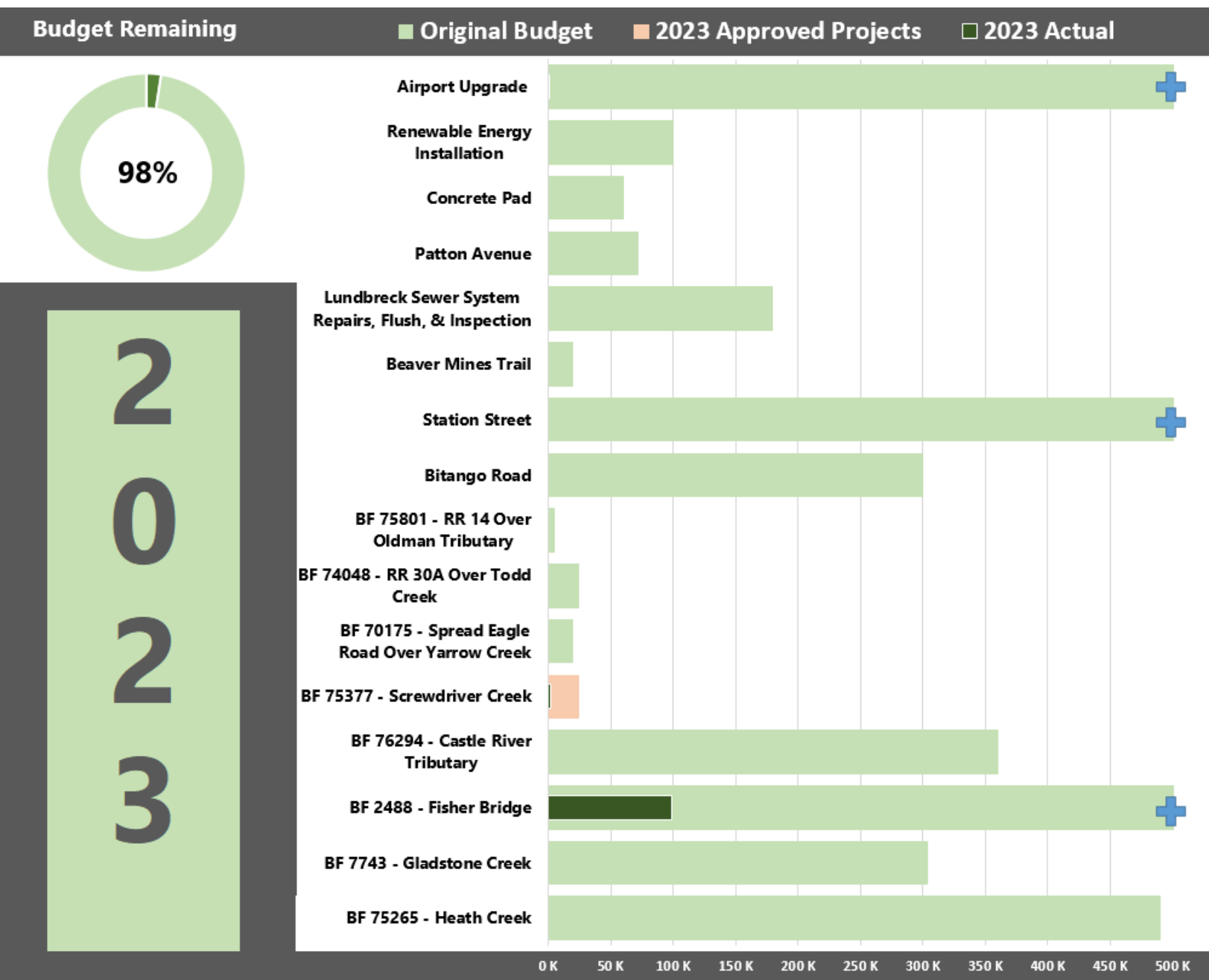
*Improve drainage on the east boulevard of Patton Avenue to create positive drainage to the catch basin on the North end.*

- Service agreement for professional service has been signed with ISL Engineering and Land Services LTD on December 12<sup>th</sup> 2022

## Large Capital and Other Projects

Total Approved Budget: \$4,366,000. Spend as of Feb 20, 2023:

\$101,222 ~~\$Jan 3, 2023: \$0~~



### Airport Lighting – Design 2022, Construction 2023

*Install Airport Airfield Lighting Replacement, with portion of funds from STIP*

- Design-build contract awarded to Black & McDonald (**Cost: \$979,600, Original Budget: \$867,000, Revised Contract: \$1,016,435 + line removal/paint**)
- Leo Reedyk engaged to manage tendering, construction, commissioning, etc.

- It is expected that increasing the runway length will provide benefit in terms of classes of aircraft the airport can support. Design deliverables with revised thresholds complete. Mobilization is now anticipated in May 2023, 6-8 weeks construction required. Completion by Aug 1, 2023 expected, contract extended to reflect
- Generator installation will be completed after Aug 1, 2023 due to long lead delivery
- IFC Drawings received Dec. 6, 2022. Formal Change Order sent to Contractor Jan 13, 2023 to capture unit/quantity changes prior to material orders for lights, generator, cabling. Signed copy received. Line removal/painting costs remain under discussion.
- Safety Plan & Work Procedures review scheduled for end of February. Consultation with affected stakeholders has begun regarding construction window.

### **Lundbreck Sewer System Repairs, Flush, & Inspection – Design/Construction 2023**

*Repair of 3 sewer main locations within the Hamlet of Lundbreck*

- Working with MPE on brief scope of work package for quotation. Design work awarded February 1<sup>st</sup>, 2023, project setup and quotation package underway.

### **Lundbreck Lagoon Resiliency Analysis & Regionalization – Engineering 2022**

*Review Lagoons ability to take on more flow (both regular and high strength). Review Cowley Lagoons ability to do the same, and options for regionalization*

- ACP Grant submitted in 2022, will not hear back until March/April 2023
- Scope of Work reviewed. Plan to move forward with Lundbreck analysis regardless of grant success, anticipate award by Council meeting

### **Beaver Mines Trail – Design/Construction 2023**

*Phase 1 design along HWY between 5<sup>th</sup> and 4<sup>th</sup> street and potential construction (if funds are available)*

- Began engagement with MPE and kicked off preliminary routing February 1<sup>st</sup>, 2023.
- Bert Nyrose is representing the BMCA and their trail committee. Engagement has begun. Awaiting results of BMCA meeting at end of February prior to walking site (tentatively scheduled March 3<sup>th</sup>) for preliminary path layout drawing for AT
- Met with AT Feb 15<sup>th</sup> to discuss permit requirements

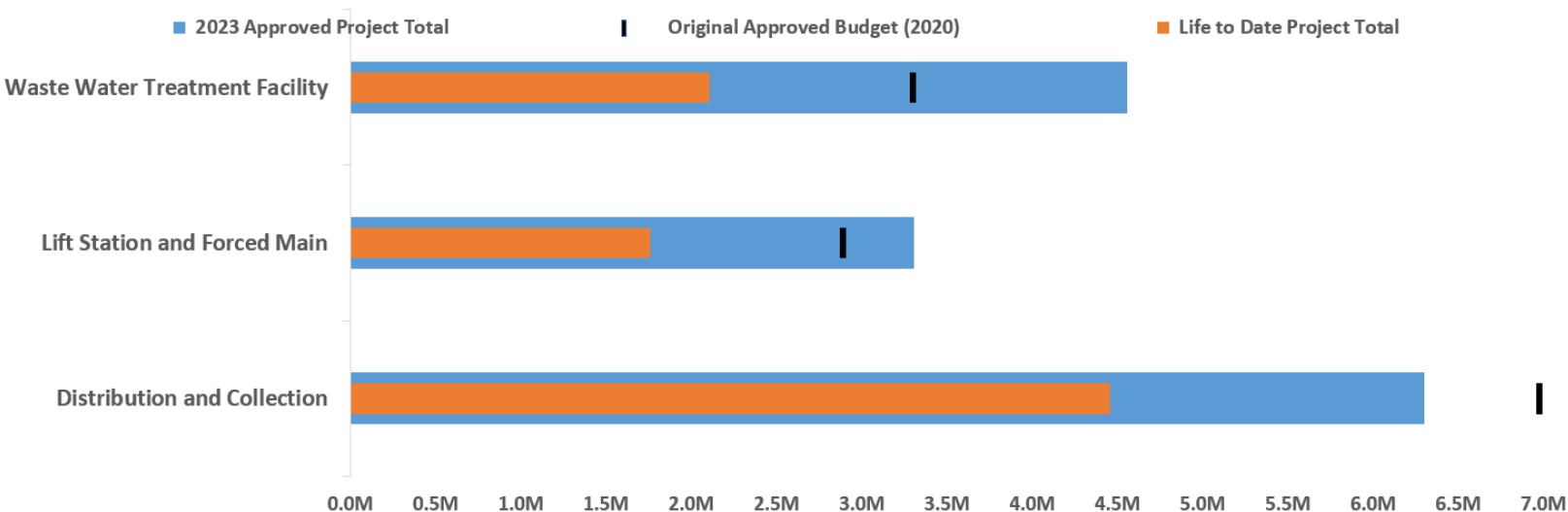
### **Therriault Dam – Geotechnical & Misc. Studies – Engineering 2023**

*Address high priority deficiencies for the Therriault Dam*

- Agreement signed with SNC Lavalin for Geotechnical & Hydrotechnical Assessments for the damn Jan 11, 2023
- Kickoff complete Jan 24, 2023. Geotechnical drill tentatively scheduled for February 23<sup>rd</sup>, 2023 scheduled for March 2<sup>nd</sup>/3<sup>rd</sup>

## BEAVER MINES

**Total Appr. Budget: \$14,160,924. Spend as of Feb 22, 23: \$8,317,299**  
**Feb 8, 23: \$8,131,504**



### **Beaver Mines Water Distribution, Collection System.**

- Tender was awarded to BYZ on July 21, 2021.
  - 1. BYZ Enterprises Inc. **\$5,468,977.50 (Budget \$6,251,600)**
- Servicing work along 2<sup>nd</sup> Avenue completed.
- BYZ has continued to indicate fuel prices over the construction season have been a major issue for them and sub-contractors. Informal requests have been made for additional compensation throughout the year and have not been entertained to date. Formal requests made for \$134,441. Request denied.
- Meeting with PCES work on plan for hydrant activation once construction allows complete, PCES to be notified once 8<sup>th</sup> St. Connection complete.
- BYZ hit a gas line during connection at 8<sup>th</sup> street and had to shut down prematurely due to cold weather. BYZ remobilized week of Jan 9<sup>th</sup>, 2023 to complete 8<sup>th</sup> St. Connection and Services on East side of the Hamlet. The 8<sup>th</sup> st. critical connection is required prior to hydrant testing. 8<sup>th</sup> St. connection now complete.
  - Water system complete except service connections along HWY South of store. Walkthrough scheduled February 9<sup>th</sup>, 2023 for partial handover.
  - Engagement with PCES to take place afterwards regarding hydrant activation
- Damages for Delay letter sent to BYZ Jan 18<sup>th</sup>, 2023, formal contractual dispute response received Jan 19<sup>th</sup>, 2023 to begin negotiation. Meeting held with MPE and BYZ January 31<sup>st</sup> to discuss damages. BYZ attended Feb 14<sup>th</sup> Council meeting, **option for damages presented in Feb 28<sup>th</sup> meeting.**
- **Beaver Mines Waste Facility/System**
  - Tender was awarded to BYZ on May 31, 2022
    - BYZ Enterprises **\$2,338,309.00 (Original Budget \$2,076,999)**
  - Waste System will not be ready until 2023 at the earliest to allow for the AEP Approval Process to run its course
  - Mobilization began week of Aug 29<sup>th</sup> for road and forcemain work. Forcemain installed, hydrotest complete. Road grade complete. Geotextile over road complete,

gravelling underway. Building foundation work underway, BYZ partially demobilized for Winter.

- Fortis has complete install of power, not yet energized. Damages occurred on private land during Fortis install. Fortis working directly with landowner to resolve.
- Dosing and septic tank installation complete, building work to continue through Winter. Piles have been pounded and slab has been poured

- **Beaver Mines Forcemain & Lift Station**

- Tender was awarded to Parcon for Lift Station June 15<sup>th</sup> **\$2,326,091 (Original Budget: \$2,220,000)**
- Construction awarded to low bidder for forcemain work:
  - TA Excavating: **\$386,925 (Eng. Est. \$600,000)**
- Pre-construction kickoff completed June 23<sup>rd</sup>, 2022 for Lift Station
- Site mobilization for lift station expected mid July.
- Long lead generator and electrical control center identified as major point of supply chain delay that has potential for substantial delay. Working with contractor and engineering firm to mitigate this issue.
  - As of Jan 17<sup>th</sup>, contractor has confirmed temporary solutions are ordered for additional and temporary equipment to run the mechanical and electrical equipment so the facility can operate by end of June
  - An alternate generator has been ordered and MCC shop drawings are under final approval with the intent of having permanent solutions in place before end of 2023. A formal contract extension request has been made to reflect
  - Substantial completion is now June 30<sup>th</sup>, 2023 (up and running date), total completion (permanent MCC/generator installed) Nov. 30<sup>th</sup>, 2023
- Lift Station underground foundation work complete along with majority of building envelope. Mechanical installation work has begun, HVAC equipment and crane installed. Work on stairs, railing, duct and mechanical equipment underway
- Forcemain work to be revised into a contract, contractual end date to be end of June, 2023. Anticipate signing by Council meeting

*24 August, 2021 – Appellants withdraw their request for “a stay” in regards to our construction based upon the proposed build schedule. Where the Force Main and Waste Water Facility will be later in 2022 and 2023, it is felt that there is enough time for the Appeal to run its natural course without impacting our proposed construction schedule. Our first pre-meeting with the Board was Dec 8<sup>th</sup>, 2021. Our first Mediated Meeting with the Board and the Appellants is Dec 15<sup>th</sup>, 2021. (Calgary). First meeting was held and follow up meeting is slated for February 23, 2022. Meeting with the Board was on Feb 23<sup>rd</sup>.*

*Second mediation took place August 10th, 2022. Legal/MD response complete, meeting with mediator on path forward held September 23<sup>rd</sup>, 2022. Additional response requested by Board by Oct 18<sup>th</sup>; complete, multiple responses between board, MD, and Appellants in last month, currently awaiting Appellants response by Nov 21, 2022. Response received December 13<sup>th</sup>, 2022. Currently awaiting result of discussions between legal teams and board on path forward. Direct discussions ongoing between legal teams.*

This is a multi-month process, so it is hoped our Appeal process will conclude within this timeframe and any direction by the Appeal Board in the manner of additions to our project, can be treated as change orders.



**Recommendation:**

That the Operations report for the period February 9<sup>th</sup> – February 23<sup>rd</sup>, 2023 is received as information.

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Prepared by: Roland/Eric/David/Tristan

Date: February 23<sup>rd</sup>, 2023

Submitted to: Council

Date: February 28<sup>th</sup>, 2023

	DIVISION	CONCERN/REQUEST	ASSIGNED TO	ACTION TAKEN	REQUEST DATE	FOLLOW UPDATE	COMPLETION DATE
2022-280	Div 1	Sharp edge on side of bridge was hit by grader a couple of years ago. Requesting repair.	Bob M	-	September 7, 2022	Taper down section of Guard Rail to be replace	-
2022-313	Div 4	Road Needs Grading, Cattle Guard Rough on Skyline, Perm Snow fence still needs attention	Shawn/Jon	-	October 24, 2022	Texas gate has been graded and smothered out. Post has been installed for permanent snow fence repair. Some work has been done, need to confirmed its been all completed.	-
2022-339	Div 1	Perm Snow Fence Issues on road	Jon	Complete	October 31, 2022	Message Sent to Jon - Post have been put in	January 19, 2023
2022-341	Div 1	Snow Drifting, Conditions changed from removed snow fence	Eric/Jon	-	November 2, 2022	First call submitted January 16, 2023	-
2022-436	Div 3	4th st sign missing	Don	-	December 7, 2022	Sign has been ordered	-
2022-456	Div 5	Requesting Snow in ally be moved as it flooded basement last year	James	Complete	December 13, 2022	Will tram snow out of alley throughout the winter clean by spring	December 14, 2022
2022-465	Div 5	Fence broken when pushing snow	Tony N	-	December 14, 2022	Tony spoke with the owner, will be repair in the spring	-
2022-471	Div 4	Wire fence buried with snow, requested fence to be repair by May 1st 2023	Eric/Jon	-	December 16, 2022	-	-
2023-008	Div 3	Grader Broke gate. Requested Posts	Tony N	Complete	January 19, 2023	Tony gave ratepayer the materials to fix fence. (3 wire gate posts). Ratepayer to fix himself	January 19, 2023
2023-009	Div 5	Road Rough towards Hiawatha Campground	Tony T	Complete	January 23, 2023	Tony Scraped it and did what he could	January 24, 2023
2023-010	Div 5	Fire Hydrant infrastructure concern	-	Complete	January 27, 2023	-	January 27, 2023
2023-011	Div 1	Requesting Driveway be Plowed	Brad	Complete	January 30, 2023	-	January 31, 2023
2023-012	Div 2	Requesting Road be Plowed	Kent	Complete	January 30, 2023	-	January 30, 2023
2023-013	Div 1	Requesting Road be Plowed	Brad	Complete	January 30, 2023	-	January 31, 2023
2023-014	Div 1	Requested Driveway Snow Removal	Brad	Complete	January 30, 2023	-	January 31, 2023
2023-015	Div 1	Request Driveway Snow Removal	Brian	Complete	January 30, 2023	-	January 31, 2023
2023-016	Div 1	Requesting Road be Plowed	Brian	Complete	January 31, 2023	-	January 31, 2023
2023-017	Div 2	Requesting Road be Plowed	Kent	Complete	January 31, 2023	-	January 31, 2023
2023-018	Div 3	Requesting Road be Plowed	Joey	Complete	February 1, 2023	-	February 3, 2023
2023-019	Div 3	Requested Driveway Snow Removal	Cassidy	Complete	January 30, 2023	-	January 31, 2023
2023-020	Div 5	Culvert on road plugged	-	Complete	February 1, 2023	-	February 6, 2023
2023-021	Div 1	Complaint about road condition and operator.	Brian	Complete	February 2, 2023	Road was plowed again February 03, 2023	February 3, 2023
2023-022	Div 5	Requested information about building a new approach	Eric	Complete	January 30, 2023	Will call back in the spring if he decide to move forward with the approach	January 31, 2021
2023-023	Div 3	Requested his street to be plow early for an appointment	Cassidy	Complete	January 30, 2023	-	January 31, 2021
2023-024	Div 2	Inquired if 28-0 was plowed	Kent	Complete	February 2, 2023	was completed by the time she got home	February 2, 2023
2023-025	Div 5	Road needs grading.	Tony T	-	February 6, 2023	-	-

	DIVISION	CONCERN/REQUEST	ASSIGNED TO	ACTION TAKEN	REQUEST DATE	FOLLOW UPDATE	COMPLETION DATE
2023-026	Div 3	Request Driveway Snow Removal	Joey	Complete	February 14, 2023		February 14, 2023
2023-027	Div 1	Request Parking Lot be pushed for function on Saturday	Brian	Complete	February 16, 2023		February 17, 2023
2023-028	Div 4	Road is rough	Shawn	Complete	February 16, 2023	Tony T & Shawn worked the road	February 17, 2023
2023-029	Div 3	Compliment to operator	Glen	Complete	February 17, 2023		February 17, 2023
2023-030	Div 1	Requesting Driveway be Plowed	Brad	-	February 21, 2023	To be Completed Feb 23	
2023-031	Div 2	Road could use plowing	Kent	Complete	February 21, 2023		February 21, 2023
2023-032	Div 3	Request road be plowed	Glen	Complete	February 21, 2023		February 21, 2023
2023-033	Div 5	Requesting Driveway be Plowed	Tony T	Complete	February 21, 2023		February 21, 2023
2023-034	Div 1	Requested Driveway Snow Removal	Brad	-	February 21, 2023	To be Completed Feb 23	
2023-035	Div 2	Requested Driveway Snow Removal	Kent	Complete	February 21, 2023	Request Cancelled, Got tractor working	February 22, 2023
2023-036	Div 1	Request road be plowed	Brad	Complete	February 21, 2023		February 22, 2023
2023-037	Div 4	Request road be plowed, stuck vehicles, almost impassable	Joh/Shawn	Complete	February 21, 2023	4 Calls to Councillor	February 22, 2023
2023-038	Div 5	Requested road to be plowed and her driveway	Tony T	-	February 21, 2023	Road was plowed, Driveway still needs to be done	
2023-039	Div 5	Request road be plowed	Tony T	Complete	February 21, 2023		February 22, 2023
2023-040	Div 1	Wondering why operator leave a ridge a her approach	Jon	-	February 22, 2023	To be contacted Feb 23	
2023-041	Div 4	Request road be plowed, higher than truck clearance	James	Complete	February 22, 2023		February 22, 2023
2023-042	Div 2	Requesting Driveway be done	Brad	-	February 22, 2023	To be Completed Feb 23	

**MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9  
IN THE PROVINCE OF ALBERTA  
BYLAW No. 1344-22**

BEING a Bylaw of the Municipal District of Pincher Creek No. 9 in the Province of Alberta, for the purpose of regulating and providing for the terms, conditions, rates and charges for the supply and use of water services, wastewater services and solid waste services provided by the Municipal District of Pincher Creek No. 9.

WHEREAS, pursuant to Section 3 of the *Municipal Government Act* the purposes of a municipality include providing services, facilities or other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality;

AND WHEREAS, pursuant to Section 7 of the *Municipal Government Act* a council of a municipality may pass bylaws for municipal purposes respecting public utilities and the enforcement of bylaws;

NOW **THEREFORE** the Council of the Municipal District of Pincher Creek No. 9, in the Province of Alberta, duly assembled, enacts as follows:

**PART I - TITLE AND DEFINITIONS**

**1. Bylaw Title**

This Bylaw shall be known as "The Utilities Bylaw".

**2. Definitions and Interpretation**

(1) In this Bylaw, unless the context otherwise requires:

- (a) "Account" means an agreement between a Customer and the MD for the supply of Utility Services of which the terms of this Bylaw shall form a part and includes the amounts payable from time to time by the Customer to the MD, as the context requires;
- (b) "Additional Overstrength Surcharge" means a rate, fee or charge imposed upon a Person who releases Wastewater to the Wastewater System that exceeds one or more constituent concentrations set out in Schedule "G";
- (c) "Bulk Waste" includes furniture, appliances, mattresses, bicycles, or other oversize items not capable of being placed in a Waste Receptacle or a Garbage bag for collection;
- (d) "Chief Administrative Officer" or "CAO" means the Chief Administrative Officer of the MD or the Chief Administrative Officer's delegate;
- (e) "Cistern" means a waterproof holding tank or receptacle for holding potable water to meet on Property water demand;
- (f) "Collection Area" means, in respect to Solid Waste Services, the hamlets of Lundbreck and Beaver Mines;
- (g) "Collection Schedule" means the set schedule regarding the provision of Solid Waste Services approved by the Chief Administrative Officer for the collection of Household Waste within the Collection Area and from Properties authorized by the Chief Administrative Officer to receive Solid Waste Services;
- (h) "Commercial Waste" means any Waste, other than Household Waste, generated by commercial, industrial, institutional, community, governmental, religious or charitable organizations;
- (i) "Construction Waste" means any Waste generated by constructing, altering, repairing or demolishing any structure;

- (j) "Council" means the council of the Municipal District of Pincher Creek No. 9;
- (k) "Cross Connection" means any temporary, permanent, or potential connection of any piping, fixture, fitting, container or appliance to the Water System that may allow backflow to occur, including but not limited to: swivel or changeover devices, removable sections, jumper connections, and bypass arrangements;
- (l) "Cross Connection Control Device" means a testable CSA certified device that prevents the backflow of water;
- (m) "Curb Stop" means a valve connected to a Service Connection enabling the turning-on and turning-off of the water supply to a Customer's Property;
- (n) "Customer" means any Person receiving Utility Services and, where the context or circumstances so require, includes any Person who is named on an Account, or who makes or has made an application for Utility Services or otherwise seeks to receive Utility Services, and also includes any Person acting as an agent or representative of a Customer;
- (o) "Distribution System" means the portion of a water supply system whose primary purpose is to convey potable water from the Transmission System under controlled flow and pressure conditions to Customer Property. Small diameter Water Main's with many Service Connections;
- (p) "Dwelling" means a private residence with sleeping and cooking facilities used or intended to be use as a residence;
- (q) "Engineering Design Standards" means the MD's Minimum Engineering Design Standards, or in the absence of such standards, generally accepted municipal engineering standards;
- (r) "Emergency" means a condition that creates an imminent danger or a real possibility of Property damage, or personal injury, or when a condition or situation is declared to be an emergency by Council, or the Federal or Provincial Crown, or other civil authority having jurisdiction;
- (s) "Facilities" means any infrastructure forming part of:
  - (i) the Water System, including without limitation: water treatment plants, reservoirs, pumping stations, Water Mains, Water Service Lines, bulk water stations, Curb Stops, valves, fittings, fire hydrants, chambers, Meters, Cross Connection Control Devices and all other equipment and machinery of whatever kind owned by the MD that is used to produce and supply potable water to Customers; or
  - (ii) the Wastewater System, including without limitation: Wastewater treatment plants, Wastewater lagoons, pumping stations, Wastewater Mains, Wastewater Service Lines, valves, fittings, chambers, Meters, and all other equipment and machinery of whatever kind owned by the MD that is used for the collection, transmission, treatment and disposal of Wastewater; as the context requires.
- (t) "Garbage Bag" means a non-returnable plastic bag meeting the following specifications:
  - (i) made from sturdy material which is strong enough to withstand normal handling and lifting;
  - (ii) can be securely tied at the top;
  - (iii) is in good condition, free from rips and tears; and
  - (iv) not exceeding 20 kilograms including its contents.

- (u) "Hazardous Waste" has the same meaning as in the *Environmental Protection and Enhancement Act* and associated regulations;
- (v) "Household Waste" means unwanted refuse or materials intended for disposal generated by normal human living processes and domestic activities;
- (w) "Ion Exchange Water Softener" means any water treatment device that exchanges the naturally-occurring minerals in water with salt or any other chemical in the process called ion exchange;
- (x) "Liquid Waste" means any Waste, other than Hazardous Waste, having a moisture-content in excess of 30%;
- (y) "MD" means the municipal corporation of the Municipal District of Pincher Creek No. 9 and its duly authorized employees, agents, contractors and other representatives or the geographic area contained within the boundaries thereof, as the context requires;
- (z) "Meter" means the individual or compound water meter, of a make and model approved by the MD, and all other equipment and instruments, including but not limited to, radio frequency units and remote meter reading devices supplied and used by the MD to calculate and register the amount of water consumed relative to the land and buildings that the Meter is designed to monitor;
- (aa) "Multiple Dwelling" means a wholly or partially residential development containing more than one Dwelling, whether or not the development is within a single building;
- (bb) "Non-Residential Premises" means any building that is used for commercial, industrial or institutional purposes and does not include Residential Premises;
- (cc) "Occupant" means a Person occupying a Property, including a lessee or licensee, who has actual use, possession or control of the Property;
- (dd) "Overstrength" means Wastewater released to the Wastewater System that is higher in concentration for one or more constituent concentrations set out in Schedule "G" of this Bylaw;
- (ee) "Overstrength Surcharge" means a rate, fee or charge imposed upon a Person who releases Wastewater to the Wastewater System that exceeds one or more constituent concentrations set out in Schedule "G";
- (ff) "Owner" means:
  - (i) in the case of land, the Person who is registered under the *Land Titles Act* as the owner of the fee simple estate in the parcel of land; or
  - (ii) in the case of any property other than land, the Person in lawful possession of it;
- (gg) "Peace Officer" includes a Bylaw Enforcement Officer appointed by the MD, a Community Peace Officer whose appointment includes enforcement of the MD's Bylaws and a member of the Royal Canadian Mounted Police;
- (hh) "Person" means any individual, firm, partnership, association, corporation, trustee, executor, administrator or other legal representative to whom the context applies according to law;
- (ii) "Private Drainage Line" means that portion of a Service Connection that extends from the property line to an improvement or location on a Customer's Property that receives, or is to receive Wastewater Services, comprised of the Customer-owned assembly of pipes, fittings, fixtures, traps and appurtenances for the collection and transmission of Wastewater into the Wastewater System;

- (jj) "Private Wastewater Disposal System" means an on-site Wastewater treatment system for the treatment and disposal of Wastewater that is not connected to the Wastewater System, as defined in the *Alberta Private Sewage Systems Standard of Practice 2015* adopted by the *Private Sewage Disposal Systems Regulation*;
- (kk) "Private Water Line" means that portion of a Service Connection that extends from the property line to an improvement or location on a Customer's Property that receives, or is to receive, Water Services, comprised of the Customer-owned assembly of pipes, fittings, fixtures, traps and appurtenances for providing water to a Customer's Property, excluding the Meter owned by the MD;
- (ll) "Property" means:
- (i) in the case of land, a parcel of land including any buildings; or
  - (ii) in other cases, personal property;
- (mm) "Recreational Vehicle" means a vehicular or trailer type unit designed to provide temporary living quarters for recreational, camping, travel or seasonal use;
- (nn) "Residential Premises" means any building that is used as a Dwelling and includes a Multiple Dwelling;
- (oo) "Redevelopment" means construction of new residence or dwelling within a lot or parcel, typically after demolishing the existing buildings; or addition to existing dwelling resulting in intensification beyond original intended use.
- (pp) "Rural" means locations outside of Hamlet boundaries within the MD;
- (qq) "Service Connection" means all of the Facilities required to achieve a physical connection between:
- (i) the MD's Water Main and the structure, improvement or location that receives Water Services, to allow a Customer to receive potable water, which includes a Water Service Line and a Private Water Line; or
  - (ii) the MD's Wastewater Main and the structure, improvement or location that receives Wastewater Services, to allow a Customer to discharge Wastewater, which includes a Wastewater Service Line and a Private Drainage Line; as the context requires;
- (rr) "Solid Waste Services" means the collection of Household Waste from Properties within the Collection Area or other Properties authorized by the Chief Administrative Officer;
- (ss) "Subsidiary Meter" means a privately owned Meter installed on Property at the Customer's expense and utilized strictly for the Customer's purposes;
- (tt) "Terms and Conditions" means the terms and conditions in respect of Water Services, Wastewater Services and Solid Waste Services described in Schedules "A", "B", "C", "D", "E", "F", and "G";
- (uu) "Transmission System" means any piping whose primary purpose is to convey treated water from the water treatment equipment or pumping stations to the Distribution System, reservoirs, tanks, and bulk fill stations serving an area. Large diameter pipe with minimal connections;
- (vv) "Utility Services" means Water Services, Wastewater Services or Solid Waste Services or any combination of them;
- (ww) "Utility Services Guidelines" means those guidelines, procedures, protocols, requirements, specifications or standards adopted by the Chief Administrative Officer from time to time pursuant to section 6 of this Bylaw;

- (xx) "Violation Ticket" has the same meaning as in the *Provincial Offences Procedure Act*;
- (yy) "Waste" means any discarded material intended for disposal and includes but is not limited to Bulk Waste, Commercial Waste, Construction Waste, Hazardous Waste, Household Waste and Liquid Waste;
- (zz) "Waste Collection Fee" means the fixed monthly service fee charged to the Owner of a Property that is provided Solid Waste Services;
- (aaa) "Waste Collector" means any authorized employee or agent of the MD performing Waste collection activities;
- (bbb) "Waste Receptacle" means a sturdy reusable container of rust resistant material, of a tapered cylindrical design, having a smooth rim, two rigid fixed handles and a removable watertight lid, and meeting the following requirements:
- (i) not exceeding 20 kilograms including its contents;
  - (ii) no smaller than 60 liters and no larger than 100 litres; and
  - (iii) in a safe, serviceable condition.
- (ccc) "Wastewater" means the composite of water and water-carried wastes associated with the use of water for drinking, food preparation, washing, hygiene, sanitation or other domestic purposes, but does not include wastewater from industrial processes;
- (ddd) "Wastewater Main" means those pipes installed for the collection and transmission of Wastewater within the MD to which a Service Connection may be connected;
- (eee) "Wastewater Service Line" means that portion of a Service Connection owned by the MD that extends from the Wastewater Main to the property line of a Property that receives, or is to receive, Wastewater Services;
- (fff) "Wastewater Services" includes the collection, transmission, treatment and disposal of Wastewater, as applicable, and associated services offered to the Customer under this Bylaw;
- (ggg) "Wastewater System" means the Facilities used by the MD for the collection, transmission, treatment and disposal of Wastewater, which is deemed to be a municipal public utility within the meaning of the *Municipal Government Act*;
- (hhh) "Water Conservation and Demand Management Measures" means restrictions upon the use of water for non-essential purposes, including but not limited to: irrigation, watering livestock, washing of vehicles, driveways or sidewalks, and any other purpose where water is utilized externally to a building and on any certain day or for a certain time period;
- (iii) "Water Main" means those pipes installed for the conveyance of potable water within the MD to which Service Connections may be connected;
- (jjj) "Water Service Line" means that portion of a Service Connection owned by the MD that extends from the Water Main to the property line of a Property that receives, or is to receive, Water Service;
- (kkk) "Water Services" means the provision of potable water by the MD to a Customer's Property and associated services offered to the Customer under this Bylaw;
- (lll) "Water System" means the Facilities used by the MD to supply potable water to Customers, which is deemed to be a municipal public utility within the meaning of the *Municipal Government Act*.



(2) In this Bylaw, a citation of or reference to any act or regulation of the Province of Alberta or of Canada, or of any other bylaw of the MD, is a citation of or reference to that act, regulation, or bylaw as amended or replaced.

## **PART II - PROVISION OF UTILITY SERVICES**

### **3. Other Public Utilities Prohibited**

The MD or its authorized representatives shall be the exclusive provider of Utility Services, where available, to eligible Customers within the boundaries of the MD.

### **4. Terms and Conditions**

All Utility Services shall be provided in accordance with Schedules "A", "B", "C", "D", "E", "F", and "G" as applicable.

Nothing in this Bylaw relieves a Person from complying with any provision of any federal or provincial law or regulation, other bylaw or any requirement of any lawful permit, order, or license.

### **5. Fees and Charges**

(1) The MD will provide Utility Services to Customers within the MD at the rates, fees or other charges specified in Schedule "E", as may be amended by Council from time to time.

(2) Subject to subsection (3), additional services provided by the MD to a Customer will be billed to the Customer in accordance with an agreement between the Customer and the MD.

(3) Additional costs arising from:

(a) requirements or requests for specific non-routine services not more particularly described in this section or the acts or omissions of any particular Customer or defined group of Customers, or

(b) repairs or remedies of any loss or damage to Facilities or other property that is caused by a Customer or any other party for whom a Customer is responsible in law, including, without limitation, any costs or damages described in any judgment of a court in the MD's favour, may, at the Chief Administrative Officer's sole option, and in addition to any other legally available remedies, be added to a Customer's Account as an additional amount due and payable by the Customer to the MD.

(4) If a Property is required to connect to the Water System, pursuant to section 2(1) of Schedule "B" of this Bylaw, and the Wastewater System, pursuant to section 2(1) of Schedule "C" of this Bylaw, and the Owner of that Property connects to both of those systems within 9 months of the Chief Administrative Officer providing notice of a date to connect to those systems, the MD will waive the fee for the initial Supply of the Meter as set out in Schedule "E" of the Bylaw.

### **6. Utility Services Guidelines**

(1) Subject to subsection (2), the Chief Administrative Officer may adopt, amend, repeal and replace Utility Services Guidelines from time to time as the Chief Administrative Officer deems advisable.

(2) Utility Services Guidelines must not be inconsistent with this Bylaw and, in the event of an inconsistency, this Bylaw shall prevail.

(3) Without limiting the generality of subsection (1), Utility Services Guidelines may deal with any or all of the following subject matters:

(a) procedures or requirements that a Customer must comply with before a Service Connection is installed or activated, or before Utility Services are provided, or as a condition of ongoing provision of Utility Services;

(b) Customer Accounts, including, without limitation, provisions or requirements concerning: opening an Account, making payments on an Account, consequences for failure to pay Accounts in full, lost bills, dishonoured

cheques, collection of delinquent Accounts, adjusting improperly billed Accounts, Utility Services application fees, handling of confidential Customer Account information, closing an Account, and any other matter relating to Customer Accounts;

- (c) measurement of water consumption, including without limitation provision or requirements concerning: meter inspection and testing, meter settings, chambers and installations, meter reading, disputes concerning meter data, estimates of consumption or Subsidiary Meters, remote meter reading devices, relocation of meters, access for meter readers, and adjustments to bills when meters have malfunctioned;
- (d) procedures or requirements concerning investigating Customer complaints and concerns;
- (e) procedures or requirements for provision of temporary Water Services, including without limitation Water Services provided during the construction phase of a development;
- (f) procedures or requirements that a Customer must comply with in order to access a MD bulk water station;
- (g) procedures or requirements for upgrading, re-sizing, relocating or otherwise changing a Service Connection, whether at the instigation of the MD or at the request of a Customer;
- (h) the turn-on and turn-off of Water Services, whether at the instigation of the MD or at the request of a Customer; and
- (i) supply of water for firefighting purposes, including without limitation procedures or requirements concerning the maintenance of public and private fire hydrants and permissible use of water from fire hydrants.

## **7. Notices**

In any case in which written notice is required to be provided to a Customer pursuant to this Bylaw, the Chief Administrative Officer may serve notice:

- (1) personally;
- (2) by e-mail if the Customer has consented to receive documents from the MD by e-mail and has provided an e-mail address to the MD for that purpose;
- (3) by mailing or delivering a copy of the notice to the last known address of the Customer as disclosed in the MD's assessment roll for the Property; or
- (4) if the Customer does not answer the door, by placing the written notice on the door of the Property.

## **8. Authority of the Chief Administrative Officer**

(1) Without restricting any other power, duty or function granted by this Bylaw, Council is authorized to delegate any powers, duties or functions under this Bylaw to the Chief Administrative Officer.

(2) Without restricting any other power, duty or function granted by this Bylaw, the Chief Administrative Officer is authorized to, in accordance with this Bylaw and all other applicable laws:

- (a) take any steps and carry out any actions required to give effect to, and enforce, the provisions of this Bylaw;
- (b) establish forms for the purpose of this Bylaw; and
- (c) delegate any powers, duties or functions under this Bylaw to an employee of the Municipality.

## PART III – ENFORCEMENT

### 9. Offence

A Person who contravenes any provision of this Bylaw is guilty of an offence.

### 10. Continuing Offence

In the case of an offence that is of a continuing nature, a contravention constitutes a separate offence in respect of each day, or part of a day, on which it continues and a Person guilty of such an offence is liable to a fine in an amount not less than that established by this Bylaw for each such day.

### 11. Vicarious Liability

For the purposes of this Bylaw, an act or omission by an employee or agent of a Person is deemed also to be an act or omission of the Person if the act or omission occurred in the course of the employee's employment with the Person, or in the course of the agent's exercising the powers or performing the duties on behalf of the Person under their agency relationship.

### 12. Corporations and Partnerships

(1) When a corporation commits an offence under this Bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.

(2) If a partner in a partnership is guilty of an offence under this Bylaw, each partner in that partnership who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence.

### 13. Fines and Penalties

(1) A Person who is guilty of an offence is liable to a fine in an amount not less than \$100.00 and not exceeding \$10,000.00.

(2) Without restricting the generality of subsection (1) the fine amounts established for use on Violation Tickets, if a voluntary payment option is offered, are as set out in Schedule "F".

### 14. Violation Ticket

(1) A Peace Officer is hereby authorized and empowered to issue a Violation Ticket pursuant to the *Provincial Offences Procedure Act* to any Person who the Peace Officer has reasonable and probable grounds to believe has contravened any provision of this Bylaw.

(2) Subject to the *Provincial Offences Procedure Act* and the regulations thereunder, if a Violation Ticket is issued in respect of an offence, the Violation Ticket may;

(a) specify the fine amount established by this Bylaw for the offence; or

(b) require a Person to appear in court without the alternative of making a voluntary payment.

### 15. Voluntary Payment

A Person who commits an offence may:

(1) if a Violation Ticket is issued in respect of the offence; and

- (2) if the Violation Ticket specifies the fine amount established by this Bylaw for the offence; make a voluntary payment by submitting to a Clerk of the Provincial Court, on or before the initial appearance date indicated on the Violation Ticket, the specified penalty set out on the Violation Ticket.

## **16. Obstruction**

No Person shall obstruct, hinder or impede any authorized representative of the MD in the exercise of any of their powers or duties pursuant to this Bylaw.

**PART IV - GENERAL**

**17. Schedules**

The following schedules are included in, and form part of, this Bylaw:

- (a) Schedule "A" - General Terms and Conditions of Utility Services;
- (b) Schedule "B" - Terms and Conditions of Water Services;
- (c) Schedule "C" - Terms and Conditions of Wastewater Services;
- (d) Schedule "D" - Terms and Conditions of Solid Waste Services;
- (e) Schedule "E" - Rates, Fees and Charges;
- (f) Schedule "F" - Specified Penalties; and
- (g) Schedule "G" – Wastewater Overstrength Limits

**18. Severability**

Every provision of this Bylaw is independent of all other provisions and if any provision of this Bylaw is declared invalid for any reason by a Court of competent jurisdiction, all other provisions of this Bylaw shall remain valid and enforceable.

**19. Repeal**

This Bylaw repeals Bylaw 1320-20 The Utilities Bylaw.

**20. Enactment**

This Bylaw takes effect upon being passed.

READ a first time this 22<sup>nd</sup> day of November, 2022.

A PUBLIC HEARING was held this 10<sup>th</sup> day of January, 2023.

READ a second time this 14<sup>th</sup> day of February, 2023.

READ a third and time and finally PASSED on the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Reeve,  
Rick Lemire

\_\_\_\_\_  
Chief Administrative Officer,  
Roland Milligan

## SCHEDULE "A"

### GENERAL TERMS AND CONDITIONS OF UTILITY SERVICES

#### PART I - GENERAL WATER, WASTEWATER AND SOLID WASTE PROVISIONS

##### **1. Duty to Supply**

(1) The MD shall continue, insofar as there is sufficient capacity and supply, to supply Water Services, upon such terms as Council considers advisable, to any Customer within the MD situated along a Water Main owned and operated by the MD.

(2) The MD shall continue, insofar as there is sufficient capacity and supply, to supply Wastewater Services, upon such terms as Council considers advisable, to any Customer within the MD situated along a Wastewater Main owned and operated by the MD.

(3) The MD shall continue, insofar as is reasonably practicable, to supply Solid Waste Services, upon such terms as Council considers advisable, to any Customer within the Collection Area.

(4) All Utility Services provided by the MD shall be provided in accordance with these Terms and Conditions, and these Terms and Conditions shall apply to and be binding upon all Customers receiving Utility Services from the MD.

##### **2. No Guarantee of Continuous Supply**

(1) The MD will endeavor to provide a continuous supply of potable water. However, the MD does not guarantee or warrant the continuous supply of potable water and the MD reserves the right to change the operating pressure, restrict the availability of Water Services or to disconnect or shut-off Water Services, in whole or in part, with or without notice, in accordance with this Bylaw.

(2) Customers depending upon a continuous and uninterrupted supply or pressure of water or who require or have processes or equipment that require particularly clear or pure water shall provide such facilities, as they are considered necessary, to ensure a continuous and uninterrupted supply, pressure or quality of water required for this use. The MD assumes no responsibility for same.

(3) The MD will endeavor to provide a continuous capacity to collect, store and transmit Wastewater. However, the MD does not guarantee or warrant the continuous capacity to collect, store and transmit Wastewater and the MD reserves the right to restrict the availability of Wastewater Services or to disconnect or shut-off Wastewater Services, in whole or in part, with or without notice, in accordance with this Bylaw.

(4) The MD does not guarantee or warrant the continuous capacity to collect, store and handle Solid Waste and the MD reserves the right to restrict the availability of Solid Waste Services or to discontinue Solid Waste Services, in whole or in part, with or without notice, in accordance with this Bylaw.

(5) The MD shall not be liable for any damages caused by the provision of Utility Services, including without limitation losses caused by a break within the MD's Water System or Wastewater System or caused by the interference or cessation of water supply including those necessary or advisable regarding the repair or proper maintenance of the MD's Water System or Wastewater System, or generally for any accident due to the operation of the MD's Water System, Wastewater System or Solid Waste Services or for the disconnection of a Service Connection or shut-off of a Utility Service, nor by reason of the water containing sediments, deposits, or other foreign matter.

(6) The MD will restore Water and Wastewater Main service interruptions when it is safe and practical to complete such work.

(7) In the case of extended interruptions, the MD will make reasonable efforts to supply Utility Services to Customers through alternative means.

## **PART II - SERVICE CONNECTIONS**

### **3. Application for Service Connection**

(1) A Customer requesting Utility Services involving a new Service Connection shall apply to the Chief Administrative Officer by submitting an application in a form acceptable to, or adopted by, the Chief Administrative Officer, paying all associated fees and supplying information regarding the location of the Property to be served, the manner in which the Service Connection will be utilized, and any other information that may be reasonably required by the Chief Administrative Officer.

(2) Upon receipt of all required application documents, information and fees, verification of the Customer's identity and the accuracy of the information, the Chief Administrative Officer will advise the Customer whether and on what terms the MD is prepared to supply Utility Services to the Customer, the type and character of the Service Connection(s) it is prepared to approve for the Customer, and any conditions, including without limitation, payments by the Customer, that must be satisfied as a condition of installation of a Service Connection(s) and supply of Utility Services.

### **4. Easements and Rights-of-Way**

At the request of the Chief Administrative Officer, the Customer shall grant or cause to be granted to the MD, without cost to the MD, such easements or rights-of-way over, upon or under Property owned or controlled by the Customer as the MD may reasonably require for the construction, installation, maintenance, repair, and operation of the Water System or Wastewater System.

### **5. Design and Engineering Requirements for Service Connections**

Detailed requirements for engineering and construction of Service Connections are set out in the Engineering Design Standards, or as may be otherwise directed by the Chief Administrative Officer. It is the Customer's responsibility to supply, at the Customer's cost, any plans and engineering reports pertaining to the Service Connection that the MD may reasonably require, signed and sealed by a professional engineer.

### **6. Construction of Service Connections**

(1) The MD shall provide and install all Facilities up to the property line, but the Customer shall be responsible for, and shall pay, for the provision and installation of the Water Service Line or Wastewater Service Line as set out within Schedule "E".

(2) The MD shall waive customer costs set out in subsection (1) if a Customer's Service Connection is part of the Hamlet of Beaver Mines Distribution System, construction is a part of the bulk construction, and construction has occurred prior to December 31, 2023. Those costs will be paid for by the MD due to the bulk of the construction being installed under the MD's supervision with use of grant funding to complete the work.

(3) The Customer shall be responsible for, and shall bear all costs associated with, the installation and condition of the Private Water Line or Private Drainage Line and all other piping and equipment or other Facilities of any kind whatsoever on the Customer's side of the property line and:

- (a) shall ensure that the Customer's proposed Private Water Line or Private Drainage Line, as applicable receives approval from the MD prior to construction;
- (b) shall ensure that all work undertaken on behalf of the Customer is performed by qualified workers holding appropriate certifications, in accordance with this Bylaw and applicable requirements set out in the Engineering Design Standards and the Utility Services Guidelines; and
- (c) shall not backfill the excavation until such time as the MD has inspected and approved of the work.



(4) If an excavation is backfilled in contravention of subsection (3)(c), the Chief Administrative Officer may, in addition to any other rights and remedies that may be available to the MD, require the Customer in question to dig out and expose the said work at the Customer's cost.

## **7. Repair and Maintenance of Water and Wastewater Service Lines**

(1) The MD is responsible for the repair, maintenance, and replacement of Water Service Lines and Wastewater Service Lines, including the thawing of frozen lines up to and including the Curb Stop. Should the damage to the Water or Wastewater Service Line be caused by the negligence or improper action of the Owner or Customer, the Customer shall be responsible for, and shall pay, all costs incurred by the MD in connection with the maintenance, repair or replacement of the Water Service Line and Wastewater Service Line serving the Customer's Property.

## **8. Repair and Maintenance of Private Drainage and Water Lines**

(1) The Customer is responsible for the repair, maintenance and replacement of the part of the Water Service Connection on the Customers side of the Curb Stop and the Wastewater Service Connection located on the Customer's Property, and for all associated costs. This includes the Private Water and Drainage Lines and the Customer-side portion of the Service Connection on MD property (if the Curb Stop is located on MD property) and any pressure reducing valves or Meter vaults.

(2) Repair of Service Connections as described in subsection (1) as a Customer responsibility:

(a) Where the exact location of a problem cannot be determined on the Customer or MD-side of responsibility, the MD may undertake to determine the location of the problem.

(b) If the problem exists on the MD Curb Stop or on the MD-side of Service Connection responsibility as described in subsection (1), the MD will continue to complete repairs; and

(c) If the problem is found to exist on Customer-side of Service Connection responsibility as described in subsection (1), the Customer shall be responsible for the costs incurred by the MD to that point and shall be responsible for the completion of repairs.

(3) Where the Customer undertakes the repair of a Service Connection and finds that the problem exists on the portion of line for which the MD is responsible, the MD may complete the repairs.

(4) Customers shall ensure that the Curb Stop remains accessible and exposed. Where the Customer or occupier damages or causes the Curb Stop to become inoperative, the Customer shall be responsible for repair or replacement costs incurred by the MD.

(5) The Customer shall be responsible for clearing any blockages in Private Drainage Lines.

(6) The Chief Administrative Officer may require a Customer to perform work described in subsection (1) if the Chief Administrative Officer, in his or her discretion, considers such work to be necessary or desirable for the protection or proper operation of the Water System or Wastewater System, as applicable.

(7) Where the Chief Administrative Officer requires a Customer to perform work pursuant to subsection (6), the Chief Administrative Officer shall establish a deadline by which the work in question must be completed by the Customer.

(8) If a Customer fails to complete, by the deadline established under subsection (7), all work required by the Chief Administrative Officer, to the satisfaction of the Chief Administrative Officer, the MD may, at its option, and in addition to any other remedy available, enter onto the Customer's Property and perform the said work.

(9) The Customer shall pay all costs incurred by the MD in performing work pursuant to subsection (8).

## **9. Customer Responsibility for Service Connection**

(1) The Customer assumes full responsibility for the proper use of any Service Connection and any Utility Services provided by the MD and for the condition, suitability and safety of any and all devices or equipment necessary for receiving Utility Services that are located on the Customer's Property.

(2) The Customer shall be responsible for determining whether the Customer requires any devices to protect the Customer's Property from damage that may result from the use of a Service Connection or Utility Services, or to protect the safety or reliability of the Water System or Wastewater System. The Customer shall provide and install any such devices at the Customer's sole expense.

## **10. Compliance with Requirements and Use of Service Connection**

(1) A Customer shall ensure that the Customer's facilities comply with the requirements of this Bylaw, all applicable statutes, regulations, codes, and standards and with the MD's specifications.

(2) A Customer shall not use a Service Connection or any Utility Service received in a manner so as to interfere with any other Customer's use of a Service Connection, or Utility Services.

(3) A Customer who has breached subsection (2) shall, at the Chief Administrative Officer's request, take whatever action is required to correct such interference or disturbance at the Customer's expense.

## **11. Abandonment of Service Connection**

Whenever a Customer wishes to abandon a Service Connection, the Customer shall first obtain approval from the Chief Administrative Officer for the method and location of abandonment and the Customer shall assume responsibility for all costs associated with the same.

## **12. Ownership of Facilities**

(1) The MD retains ownership of all Facilities necessary to provide Utility Services to a Customer, up to the property line, as well as the Curb Stop and Meter even if located on the Customer's Property, unless a written agreement between the MD and a Customer specifically provides otherwise.

(2) Payment made by a Customer for costs incurred by the MD for supplying and installing Facilities does not entitle the Customer to ownership of any such Facilities, unless a written agreement between the MD and the Customer specifically provides otherwise.

## **13. Access to Facilities**

(1) No Person shall obstruct or impede the MD's free and direct access to any Facilities.

(2) A Customer shall be responsible for managing vegetation on the Property owned or controlled by the Customer to maintain adequate clearances and reduce the risk of contact with the MD's Facilities.

(3) A Customer shall not install or allow to be installed on Property owned or controlled by the Customer any temporary or permanent structures that could interfere with the proper and safe operation of the MD's Facilities or result in noncompliance with applicable statutes, regulations, standards or codes.

(4) Where a Customer contravenes any provision of this section and fails to remedy such contravention within ten (10) days after receiving from the Chief Administrative Officer a notice in writing to do so, then in addition to any other legal remedy available

the Chief Administrative Officer may take any steps necessary to remedy the contravention and may charge any costs of doing so to the Customer's Account.

#### **14. Interference with or Damage to Facilities**

No Person shall interfere with or alter any Facilities or permit the same to be done by any Person other than an authorized agent of the MD, except as authorized by the Chief Administrative Officer.

#### **15. Protection of Facilities on Customer's Property**

The Customer shall furnish and maintain, at no cost to the MD, the necessary space and protective barriers to safeguard Facilities installed or to be installed upon the Customer's Property. If the Customer refuses, the Chief Administrative Officer may, at his or her option, furnish and maintain, and charge the Customer for furnishing and maintaining, the necessary protection. Such space and protective barriers shall be in conformity with applicable laws and regulations and subject to the Chief Administrative Officer's specifications and approval.

#### **16. Customer to Pay Relocation Costs**

The Customer shall pay all costs of relocating the MD's Facilities at the Customer's request, if such relocation is for the Customer's convenience, or if necessary to remedy any violation of law or regulation caused by the Customer. If requested by the MD, the Customer shall pay the estimated cost of the relocation in advance.

#### **17. Prohibited Extension of Customer Owned Facilities**

A Customer shall not extend or permit the extension of a Private Water Line, Private Drainage Line or any other Customer-owned piping, equipment or other assets that are connected directly or indirectly to the Water System or Wastewater System, beyond the Property in respect of which they are used to supply Utility Services through a Service Connection.

## PART III - UTILITY ACCOUNTS

### 18. Requirement for Account

(1) The Owner of a Property shall apply for an Account with the MD, in a form acceptable to the MD, and pay all applicable fees as a condition of obtaining Utility Services, regardless of whether the provision of services requires installation of a new Service Connection(s) or construction of any new Facilities.

(2) In the case of a Multiple Dwelling, the Chief Administrative Officer may require that a separate Account be opened in respect of each Dwelling, as applicable, within the Multiple Dwelling, regardless of the number of Service Connections associated with the Multiple Dwelling.

(3) Except as provided under this Bylaw, the MD shall not grant Utility Services to, or open an Account in the name of, an Occupant that is not the Owner of the Property.

(4) If, notwithstanding subsection (3), Utility Services are currently being provided to an Occupant that is not the Owner of the Property, the Owner of the Property shall forthwith inform the MD of this and apply for an Account with the MD, failing which the MD may deem an application to have been received from the Owner of the Property and open an Account in the Owner's name.

(5) Upon the change of ownership of a Property supplied with Utility Services, the new Owner shall apply for an Account with the MD, failing which the MD may deem an application to have been received from the new Owner of the Property and open an Account in the new Owner's name.

### 19. Security Deposits

(1) The Chief Administrative Officer may, in his or her sole discretion, at the time of a Customer's application for Utility Services or at any time thereafter require the Customer to post a security deposit or increase an existing security deposit.

(2) The Chief Administrative Officer may, in his or her sole discretion, determine that a Customer is not required to post a security deposit or is no longer required to maintain an existing security deposit.

(3) A deposit made by a Customer shall be returned to the Customer when a Customer's Utility Services are terminated and the Customer's Account is closed. Where a Customer's Utility Services are terminated and the Customer's Account is closed for non-payment, prior to any refund, the security deposit will be applied to the balance owing by the Customer to the MD.

(4) The MD is not obliged to pay interest on any security deposit held by the MD to a Customer.

### 20. Obligation to Pay

(1) The Chief Administrative Officer may add to a Customer's Account the charges for all Utility Services provided by the MD to the Customer, and the Customer is obligated to pay in full all such charges without reduction or set-off for any reason whatsoever, on or before the due date for the charges.

(2) For greater certainty, non-receipt of a bill or invoice does not relieve a Customer from the obligation to pay for Utility Services provided.

(3) No reduction in charges for Utility Services will be made because of any interruption of Utility Services supplied to or made available for use by any Customer due to any cause whatsoever.

(4) Billing shall be in accordance with the following:

(a) The amount of the billing shall be based upon the rates, fees and charges set out in this Bylaw, including, without restriction, Schedule "E";

- (b) Customers shall be billed bi-monthly, or at such frequency as may be determined by the Chief Administrative Officer, in his or her discretion;
- (c) For rates, fees and charges that are based on water consumption, the water consumption through Service Connections shall be determined by the applicable Meter reading, obtained at such frequency as may be determined by the Chief Administrative Officer in his or her discretion, with a consumption estimate to be utilized in months for which no Meter reading is scheduled to occur;
- (d) Where a Meter reading is not obtainable a water consumption estimate may, at the Chief Administrative Officer's discretion, be used;
- (e) Where water consumption cannot be measured because a Meter has not been installed and Utility Service cannot be shut-off at the Curb Stop, the Customer will be charged the rates applicable to an "Unmetered Services" for Water Services.

(5) Where, pursuant to any provision of this Bylaw, a Service Connection that provides a Utility Service to a Customer has been disconnected, or a Utility Service has otherwise been shut-off or discontinued, the Customer shall continue, for the duration of the disconnection, shut-off or discontinuance of service, to be obligated to pay all applicable non-consumption related rates, fees and charges set out in this Bylaw, including, without restriction, all applicable flat rate or fixed rate charges for Water Services and Wastewater Services.

(6) Every Owner of a Property receiving Solid Waste Services shall pay the applicable rates, fees and charges for Solid Waste Services as set out in this Bylaw.

(7) Payment on Accounts may be made to the MD at such locations designated, and under any payment methods approved, by the Chief Administrative Officer from time to time.

## **21. Past Due Accounts**

(1) A late payment charge shall be applied to all charges on a Customer's Account if the Customer's payment has not been received by the MD by the due date. The Customer may also be charged a dishonoured cheque charge for each cheque returned for insufficient funds.

(2) Any charge on a Customer's Account remaining unpaid after the due date will be in arrears and constitute a debt owing to the MD and is recoverable by any or all of the following methods, namely:

- (a) by action, in any Court of competent jurisdiction;
- (b) by disconnecting the Service Connection to the Customer or shutting-off a Utility Service, and imposing a re-connection fee prior to re-establishing Utility Services;
- (c) by the Chief Administrative Officer adding the outstanding Account balance to the tax roll of an Owner of a Property in accordance with the *Municipal Government Act*.

## **22. Discontinuance of Utility Services**

(1) In addition to any other remedy available, if the Chief Administrative Officer believes there is any actual or threatened danger to life or Property, or in any other circumstances the nature of which, in the Chief Administrative Officer's sole judgment, requires such action, the Chief Administrative Officer has the right to, without prior notice to the Customer, discontinue the provision of Utility Services to a Customer or Property.

(2) In addition to any other remedy available, the Chief Administrative Officer may discontinue the provision of Utility Services to a Customer or Property after providing forty-eight (48) hours advance notice to the Customer in the following circumstances:

- (a) if the Customer neglects or refuses to pay when due any amounts required to be paid under this Bylaw, which amount is not the subject of a good faith dispute;
- (b) as required by law;
- (c) if the Customer is in violation of any provision of this Bylaw or any agreement between the Customer and the MD for the provision of Utility Services; or
- (d) any other similar circumstances to those described above that Council or the Chief Administrative Office determines, in their discretion, acting reasonably, require the discontinuance of Utility Services upon forty-eight (48) hours' notice.

(3) When Utility Services are to be discontinued pursuant to subsection (1) or (2), the Chief Administrative Officer may use any means to discontinue the Utility Services, including, without restriction, disconnecting, shutting-off or sealing a Service Connection.

(4) The MD may impose, upon Customers, fees and charges, as set out in this Bylaw, for the discontinuance or disconnection of Utility Services and for the restoration or reconnection of Utility Services and may, in addition, require the Customer to reimburse the MD for any costs incurred by the MD in taking action under this section.

(5) Before the MD restores or reconnects Utility Services, the Customer shall pay:

- (a) any amount owing to the MD for the provision of Utility Services;
- (b) any amount owing pursuant to subsection (4); and
- (c) any applicable security deposit.

### **23. Customer Requested Temporary Turn-off**

(1) A Customer may request the MD to temporarily turn-off the water supply to the Customer's Property at the Curb Stop, subject to payment of the applicable fees and charges provided for in this Bylaw.

(2) A temporary turn-off of the water supply does not relieve the Customer from the obligation to pay any fixed rates or other charges associated with the Customer's Property being connected to the Water System.

### **24. The MD's Right of Entry**

(1) As a condition of receipt of Utility Services and as operational needs dictate, authorized representatives of the MD shall have the right to enter a Customer's Property at all reasonable times, or at any time during an Emergency, for the purpose of:

- (a) installing, inspecting, maintaining, replacing, testing, monitoring, reading or removing any facilities associated with the Water System or Wastewater System;
- (b) investigating or responding to a Customer complaint or inquiry;
- (c) conducting an unannounced inspection where the Chief Administrative Officer has reasonable grounds to believe that unauthorized use of water or interference with Facilities, including but not limited to a Meter, has occurred or is occurring; and
- (d) for any other purpose incidental to the provision of Utility Services.

(2) The Chief Administrative Officer will make reasonable efforts to notify the Customer in advance of entering a Customer's property or to notify any other Person who is at the Customer's property and appears to have authority to permit entry, except:

- (a) in cases of an Emergency;
- (b) where entry is permitted by order of a court or other authority having jurisdiction;
- (c) where otherwise legally empowered to enter;
- (d) where the purpose of the entry is in accordance with subsection (1)(c) above.

(3) No Person shall hinder or prevent an Inspector from carrying out any of the Chief Administrative Officer's duties under this Bylaw.

(4) The Customer shall pay a no access fee sufficient to cover the MD's reasonable out-of-pocket and administrative costs, if the MD's lawful entry to a Customer's Property is prevented or hindered, whether by a Customer not keeping a scheduled appointment or for any other cause.

## **25. Removal of MD Facilities**

Where any Customer discontinues Utility Services furnished by the MD, or the MD lawfully refuses to continue any longer to supply it, any authorized representative of the MD may at all reasonable times enter the Customer's Property to remove any Facilities in or upon such Property.

## **26. False Information**

No Person shall supply false information or make inaccurate or untrue statements in a document or information required to be supplied to the MD pursuant to this Bylaw.

## **SCHEDULE "B"**

### **TERMS AND CONDITIONS OF WATER SERVICES**

#### **PART I - GENERAL WATER SERVICES PROVISIONS**

##### **1. Water Conservation and Demand Management Measures**

(1) The Chief Administrative Officer may, at such times and for such lengths of time as is considered necessary or advisable, implement Water Conservation and Demand Management Measures to restrict water usage in any or all parts of the MD.

(2) All water restrictions shall be duly advertised by posting on the MD's website or by use of local media, social media, print or otherwise, prior to taking effect.

(3) No Person shall contravene the terms or conditions of any Water Conservation and Demand Management Measures, without first obtaining the Chief Administrative Officer's authorization.

##### **2. Requirement to Connect to Water System**

(1) Subject to subsection (3), all developed Properties adjacent to a Distribution System Water Main must connect to the Water System on or before a date set by Council or the Chief Administrative Officer.

(2) Subject to subsection (3), all new development, including redevelopment, on Property adjacent to a Water Main must connect to the Water System prior to occupancy.

(3) Council or the Chief Administrative Officer may, at their discretion, exempt a given developed Property, new development or redevelopment from the connection requirement established by subsection (1) or (2), as applicable.

(4) Where an exemption has been granted under subsection (3), Council or the Chief Administrative Officer may, at any time after the granting of the exemption, require that the developed Property, new development or redevelopment in question be connected to the Water System within an alternate timeframe prescribed by Council or the Chief Administrative Officer.

(5) If an Owner fails to take all required steps to connect the Owner's Property to the Water System when required, by this section, to do so, the MD may enter onto the Property in question and, at the Owner's sole expense, take any and all steps that the MD considers necessary to connect that Property to the Water System, including, without restriction, constructing a Private Water Line and related facilities on the Property.

##### **3. Alternate Water Supply**

(1) No Person shall cause or allow an alternate water supply such as a well, spring, or other source of water supply to be connected, directly or indirectly, to the Water System.

##### **4. Resale and Supply of Water**

No Person shall, unless authorized by the Chief Administrative Officer in writing:

(1) resell water obtained from the Water System to any other Person;

(2) supply water obtained from the Water System to any Person who intends to sell the water; or

(3) supply water from the Water System to any Property that could be supplied with water through its own Service Connection.



## **5. Unauthorized Use of Water**

(1) No Person shall use water from the Water System, or allow water obtained from the Water System to be used:

- (a) in a manner that will impede water use by other Customers;
- (b) in a manner that is wasteful;
- (c) unless an Account has been opened by the Customer;
- (d) unless the water has first passed through a Meter, except in a case where, pursuant to this Bylaw, unmetered supply of water is specifically authorized;  
or
- (e) in any other unauthorized manner.

(2) If the Chief Administrative Officer finds an unauthorized use of water including, without restriction, as a result of any tampering with a Meter or other Facilities, the Chief Administrative Officer may make such changes in the MD's Meters, appliances, or other Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.

(3) Upon finding an unauthorized use of water, the Chief Administrative Officer may immediately disconnect the Service Connection or shut-off the water supply, without notice, and shall charge the Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the MD.

(4) A Person that uses water in contravention of this section shall pay the following charges:

- (a) the applicable rate for the water used and, where necessary, based on an estimate by the Chief Administrative Officer of the amount of water used in contravention of this section;
- (b) all costs incurred by the MD in dealing with the contravention; and
- (c) any other applicable fees or charges provided for in this Bylaw.

## **6. Authorizations and Approvals for Private Water Line**

(1) Except where the MD has caused the installation to be performed by a private contractor, in accordance with this Bylaw, the Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Water Line.

(2) The MD shall not be required to commence Water Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the MD's requirements applicable to the installation and operation of the Private Water Line. The MD reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

## **7. Temporary Water Services**

The MD may provide temporary Water Services wherever practicable to a Customer for purposes of facilitating construction of a new development. The Customer will pay a rate, charge or fee for such Water Services as specified in this Bylaw. A Customer who is receiving temporary Water Services for the construction phase of a development ceases to be entitled to take temporary Water Services at the construction rate and is required to apply for permanent metered Water Services when

- (1) a MD final inspection is issued for the development; or

(2) the development is being used for its intended purpose; whichever event occurs first.

## **8. Bulk Water**

(1) The MD may, at its discretion, make water available for sale at MD bulk water stations.

(2) The MD is not obligated to supply water at its bulk water stations and the supply of water may be interrupted for any reason.

## **9. Transmission System Service Connections**

(1) The flow rate for any Transmission System Service Connection shall be 4 Litres per minute. All Service Connections on Rural Property and Redevelopments on Rural Property must be connected to a Cistern, Pressure Reducing Valve (PRV), and Flow Restriction device for pressurization of the Private Water Line, except as agreed to in writing by the Chief Administration Officer. Connections shall meet and adhere to currently effective Alberta plumbing codes and bulletins, and Part IV of this Bylaw regarding Cross Connection.

(2) Existing Transmission System Service Connections without a separate Agreement under subsection (1) that do not meet the requirements of subsection (1) shall be considered Schedule E “Residential – Non Cistern” rate Customers.

(3) Transmission System Service Connections are for residential, domestic, and municipal use only. Any Commercial or Agriculture use of water from the MD’s Rural Transmission System is unauthorized use and enforceable under Schedule F.

## **PART II -WATER METERS**

### **10. Provision and Ownership of Meters**

(1) All water supplied by the MD through each Service Connection shall be measured by one Meter unless the Chief Administrative Officer, in his or her sole discretion, has specified otherwise. A separate Curb Stop must be installed for each Meter.

(2) The MD shall, at the Customer's sole cost, supply one or more Meters for the purpose of measuring the volume of water delivered to a Customer by way of a Service Connection. Each Meter shall remain the sole property of the MD, notwithstanding the Customer has paid all applicable fees and charges of supply, unless the Chief Administrative Officer and the Customer have expressly agreed in writing otherwise.

(3) In the case of new construction on Property adjacent to a Water Main, a Customer's Property may only be occupied after the Meter is installed and an Account opened.

(4) If a Customer fails or refuses to permit a Meter to be installed on the Customer's Property, as required by this section, the MD may, without restricting any other remedies provided for in this Bylaw or by statute or under the common law, charge the Customer for Water Services at the rates prescribed in this Bylaw for an "Unmetered Service".

### **11. Responsibilities of Customer**

(1) Each Customer shall ensure that a location on the Customer's Property for Meter installation is provided, and that access to the Meter is provided for the purpose of reading or servicing the Meter, in accordance with all applicable Water Service Guidelines.

(2) Each Customer shall provide adequate protection for the Meter supplied by the MD against freezing, heat or any internal or external damage.

(3) When a Meter is damaged due to frost, heat or any other condition or means against which the Customer neglected to provide adequate protection, the cost of removal and repair or replacement of the Meter shall be borne by the Customer.

### **12. General Meter Restrictions**

(1) Unless written authorization is provided by the Chief Administrative Officer, no Person other than an authorized agent of the MD shall install, test, remove, repair, replace, or disconnect a Meter.

(2) No Person shall break, tamper, or interfere with any Meter including, without restriction, any seal attached thereto.

(3) If a Meter is lost, damaged or destroyed, the Customer shall pay all applicable fees and charges for the Meter removal, repair and reinstallation or for replacing the Meter.

(4) No Person shall obstruct or impede direct and convenient access to Meters for the purpose of inspection, removal, repair, replacement or reading.

### **13. Access to Meters**

(1) The Chief Administrative Officer may, at any reasonable time, read, inspect, remove, repair, replace or test a Meter installed on Property owned or controlled by the Customer.

(2) The Chief Administrative Officer may schedule and administer regular maintenance, inspection and replacement programs for Meters.

### **14. Remote Meter Reading**

(1) Without limiting the generality of section 12 of this Schedule, the Chief Administrative Officer may, at any reasonable time, and at the Customer's sole cost,

replace a Meter, or require a Meter to be replaced, with a Meter capable of being read remotely.

(2) If a Customer denies the Chief Administrative Officer access to the Customer's premises or in any way hinders or obstructs the Chief Administrative Officer's installation of a Meter that can be read remotely, or refuses to replace a Meter with a Meter that can be read remotely when required by the Chief Administrative Officer, then, without limiting any other remedy available pursuant to this Bylaw, by statute or common law, the Customer may be deemed to be an "Unmetered Service" and charged accordingly for Water Services even if the Customer has a pre-existing Meter.

## **15. Meter Readings**

Where 3 consecutive estimated Meter readings have been used for billing purposes due to the Meter not being read by an authorized representative of the MD as a result of the Customer failing to provide or allow the MD access to the Meter during a billing period:

- (1) a notice may be left at the Customer's address requesting the Customer to contact the Chief Administrative Officer within two (2) working days, advising of the date and time that the Chief Administrative Officer will be able to have access to the Meter for the purpose of obtaining an actual Meter reading; or
- (2) in the case where the Customer does not contact the Chief Administrative Officer within two (2) working days, the MD may disconnect the Service Connection or shut-off Utility Services, without any further notice, until such time as an actual Meter reading can be obtained.

## **16. Meter Testing**

(1) At the request of a Customer, the Chief Administrative Officer shall arrange for on-site Meter verification and, if necessary, shall arrange for a Meter to be tested by a person qualified to perform such work. If, upon verification or testing or both, the Meter is found to be recording accurately, which for this purpose is defined as recording between 98.5% and 101.5% of actual consumption, then the Customer shall pay all applicable fees and charges for this service.

(2) If the Meter is found to be recording inaccurately, as defined above:

- (a) the MD shall waive the Meter Test Charge set forth in Schedule "E" of this Bylaw; and
- (b) the MD shall repair or replace, or require a Meter to be replaced, and perform any required testing; and
- (c) subject to subsection (3), the Account based on the readings of that Meter during the period of 3 months immediately preceding the date of the test or calibration shall be corrected to reflect the error in the Meter and the Customer shall pay, or shall be refunded, as the case may be, the amount so determined, which payment or refund shall be accepted by both the MD and the Customer in full settlement of any claim that may arise out of the error in the Meter.

(3) The Chief Administrative Officer may at any time inspect or test any Meter, on its own initiative, regardless of whether the Customer has requested inspection or testing. In such case no fees or charges are payable by the Customer.

## **17. Circumvention of Meter**

(1) If under any circumstances, a Person other than an authorized agent of the MD prevents a Meter from accurately recording the total volume of water supplied, the MD may disconnect the Service Connection, shut-off Utility Services or take other appropriate actions to ensure access to accurate Meter data or both.

(2) The Chief Administrative Officer may then estimate the demand and amount of water supplied but not recorded by the Meter at the Service Connection. The Customer shall pay the cost of the estimated water consumption plus all costs related to the investigation and resolution of the matter.

## **PART III - FIRE PROTECTION**

### **18. Use of Water from Fire Hydrants**

(1) Unless authorized by the Chief Administrative Officer, no Person shall operate or interfere with a fire hydrant, whether owned by the MD or privately owned, except as necessary for firefighting, flushing, and maintenance purposes.

(2) A Customer requesting authorization to use water from a MD owned fire hydrant shall apply to the Chief Administrative Officer by paying all associated fees (per Schedule "E") and supplying information regarding the location of the fire hydrant to be accessed, the manner in which it will be used, and any other information that may be reasonably required by the Chief Administrative Officer.

(3) The Chief Administrative Officer will advise the Customer whether and on what terms the MD is prepared to authorize use of a MD owned fire hydrant and any conditions, including without limitation, payments by the Customer, Water Meter, valves, pipes and fittings required that must be satisfied as a condition of using a MD owned fire hydrant.

(4) The Chief Administrative Officer may, in his or her discretion, exempt a given Customer the associated fees established by subsection (2).

### **19. Interference with Fire Hydrants**

(1) No Person shall do anything to obstruct access to, or interfere with the operation of, a fire hydrant.

(2) Each Customer who owns Property on which a fire hydrant is located or Property that is adjacent to Property on which a fire hydrant is located shall maintain a clearance of at least 2 meters around a fire hydrant and shall not permit anything new to be constructed, erected, placed or planted within that minimum clearance.

### **20. Private Fire Protection Equipment**

(1) In this section "Private Fire Protection Equipment" means equipment, infrastructure or facilities, not owned by the MD, which is located on a Customer's Property and is intended to be used to provide fire protection, including, without limiting the generality of the foregoing, private fire hydrants, fire sprinklers and outlets for fire hoses.

(2) No Customer shall connect Private Fire Protection Equipment to the Water System without first applying for, and obtaining, the written approval of the Chief Administrative Officer.

(3) A Person applying for approval under subsection (2) shall pay any applicable fee and provide the Chief Administrative Officer with all information that the Chief Administrative Officer may require.

(4) The Chief Administrative Officer may, in his or her discretion, acting reasonably, approve or reject an application under subsection (2) and may, in granting an approval, impose conditions or requirements on the Customer, which may include, without restriction, a requirement that a separate Service Connection be constructed and installed, at the Customer's sole cost, for the purpose of supplying the Private Fire Protection Equipment.

(5) The MD does not guarantee or warrant that the Water System, or any portion thereof, will be capable of connecting to and/or adequately supplying Private Fire Protection Equipment on a Customer's Property and, without limiting the authority of the Chief Administrative Officer under subsection (4), an application under subsection (2) may be rejected if the Chief Administrative Officer determines that the Water System, or portion thereof, is not capable of connecting to or adequately supplying the proposed Private Fire Protection Equipment.

(6) A separate Service Connection for fire protection that is installed pursuant to subsection (4) shall only be utilized to supply water for fire protection purposes.

(7) Where a separate Service Connection for fire protection is required pursuant to subsection (4), the Chief Administrative Officer may require that a separate Meter be installed on that Service Connection at the sole expense of the Customer.

(8) A Customer that installs Private Fire Protection Equipment is responsible for complying with any applicable laws and regulations that relate to the installation, operation and maintenance of that Fire Protection Equipment.

(9) A Customer shall ensure that all Private Fire Protection Equipment located on the Customer's Property maintains an adequate volume, pressure and flow rate of water required for firefighting purposes.

(10) The Chief Administrative Officer may, at any reasonable time, inspect and test Private Fire Protection Equipment.

## **PART IV - CROSS CONNECTIONS**

### **21. Cross Connections**

(1) No Person shall install, or allow to exist, any Cross Connection that could cause or allow drinking water in any part of the Water System to become contaminated or polluted in any way.

(2) Where the Chief Administrative Officer determines that there exists a Cross Connection prohibited by this section, the Chief Administrative Officer shall give notice to the Customer to correct the Cross Connection at the expense of the Customer within the time specified in the notice and may, in addition to any other legal remedy, immediately disconnect the Service Connection or shut-off the water supply for such time as the prohibited Cross Connection continues.

### **22. Cross Connection Control Devices**

(1) The Chief Administrative Officer may, in his or her discretion, require any Customer to install, at the Customer's expense, one or more Cross Connection Control Devices on Private Water Lines servicing the Customer's Property, in locations approved by the Chief Administrative Officer.

(2) A Customer is responsible, at the Customer's expense, for ensuring that Cross Connection Control Devices located on the Customer's Property are installed, and regularly inspected, repaired and maintained, by a Person certified and qualified to install, inspect, repair and maintain Cross Connection Control Devices.



## **PART V - OTHER FACILITIES**

### **23. Operation of Curb Stops**

(1) No Person, other than an authorized representative of the MD, shall operate a Curb Stop on any Property.

(2) No Person shall interfere with, damage or obstruct access to any Curb Stop.

### **24. Boilers**

Where a boiler is supplied with water from the Water System, the Customer shall ensure that a safety valve or other appropriate device is installed to prevent danger from collapse or explosion if water supply to the Customer is disconnected or otherwise discontinued.

### **25. Water Softeners Prohibited**

No Person shall cause or permit an Ion Exchange Water Softener to be installed along a Private Water Line or within any premises receiving Water and Wastewater Services, where the Property is serviced by the Beaver Mines Water Treatment Wastewater System.

## SCHEDULE "C"

### TERMS AND CONDITIONS OF WASTEWATER SERVICES

#### 1. Unauthorized Use of Wastewater System

(1) No Person shall use the Wastewater System, or allow the Wastewater System to be used:

- (a) in a manner that will impede the Wastewater System's use by other Customers;
- (b) unless an Account has been opened by the Customer; or
- (c) in any other unauthorized manner.

(2) If the Chief Administrative Officer finds an unauthorized use of the Wastewater System including without restriction any tampering with any of the Facilities, the Chief Administrative Officer may make such changes in its Facilities or take such other corrective action as may be appropriate to ensure only the authorized use of the Facilities, and also to ensure the safety of the general public.

(3) Upon finding an unauthorized use of the Wastewater System, the Chief Administrative Officer may immediately disconnect the Service Connection or shut-off Wastewater Services, without notice, and shall charge the Person all costs incurred in correcting the condition, in addition to any other rights and remedies that may be available to the MD.

(4) A Person that uses the Wastewater System in contravention of this section shall pay the following charges:

- (a) the applicable rate for the Wastewater Services used based on an estimate by the Chief Administrative Officer of the value the contravention of this section;
- (b) all costs incurred by the MD in dealing with the contravention; and
- (c) any other applicable fees or charges provided for in this Bylaw.

#### 2. Requirement to Connect to Wastewater System

(1) Subject to subsection (3), all developed Properties adjacent to a Wastewater Main must be connected to the Wastewater System on or before a date set by Council or the Chief Administrative Officer.

(2) Subject to subsection (3), all new development, including redevelopment, on Properties adjacent to a Wastewater Main must connect to the Wastewater System prior to occupancy.

(3) Council or the Chief Administrative Officer may, at their discretion, exempt a given developed Property, new development or redevelopment from the connection requirement established by subsection (1) or (2), as applicable.

(4) Where an exemption has been granted under subsection (3), Council or the Chief Administrative Officer may, at any time after the granting of the exemption, require that the developed Property, new development or redevelopment in question be connected to the Wastewater System within an alternate timeframe prescribed by Council or the Chief Administrative Officer.

(5) If an Owner fails to take all required steps to connect the Owner's Property to the Wastewater System when required, by this section, to do so, the MD may enter onto the Property in question and, at the Owner's sole expense, take any and all steps that the MD considers necessary to connect that Property to the Wastewater System, including, without restriction, constructing a Private Drainage Line and related facilities on the Property.

(6) The Owner of a Property in respect of which the Council or the Chief Administrative Officer has provided an exemption under subsection (2) shall install, at

the Owner's expense, a Private Wastewater Disposal System that meets the approval of the Chief Administrative Officer.

(7) An Owner who installs a Private Wastewater Disposal System pursuant to subsection (6) shall be responsible for obtaining, and complying with, all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Wastewater Disposal System, and for complying with all applicable laws and regulations.

### **3. Alternate Wastewater System**

(1) Subject to subsection (2), once a Property is connected to the Wastewater System:

(a) no Person shall, unless authorized in writing by Council or the Chief Administrative Officer, continue to use any Private Wastewater Disposal System located on that Property for the collection or disposal of Wastewater; and

(b) any existing Private Wastewater Disposal System that is located on the Property shall be decommissioned, at the Owner's expense, in accordance with all applicable laws and regulations.

(2) Council or the Chief Administrative Officer may allow a Person to maintain a Private Wastewater Disposal System subject to such terms and conditions Council or the Chief Administrative Officer deems necessary, which may include, without limiting the generality of the foregoing, restrictions on the period of time for which the Private Wastewater Disposal System may be used and the purposes for which it may be used.

(3) No Person who has been granted permission by Council or the Chief Administrative Officer to maintain a Private Wastewater Disposal System shall allow that alternate facility to be connected, directly or indirectly, to the Wastewater System.

### **4. Authorizations and Approvals for Private Drainage Line**

(1) Except where the MD has caused the installation to be performed by a private contractor, in accordance with this Bylaw, the Customer shall be responsible for obtaining all permits, certificates, licenses, inspections, reports, and other authorizations necessary for the installation and operation of the Private Drainage Line.

(2) The MD shall not be required to commence Wastewater Services to a Property unless and until the Customer has complied with the requirements of all governmental authorities, permits, certificates, licenses, inspections, reports and other authorizations, all right-of-way agreements, and all of the MD's requirements applicable to the installation and operation of the Private Drainage Line. The MD reserves the right, but is not obligated, to verify that all necessary authorizations have been obtained by the Customer.

### **5. Discharge into Wastewater System**

(1) Except as agreed to in writing by the Chief Administrative Officer, no Person shall discharge or permit to be discharged into the Wastewater System any matter other than domestic Wastewater resulting from normal human living processes.

(2) For greater certainty, and without in any way restricting subsection (1), no Person shall discharge or permit to be discharged into the Wastewater System:

(a) any matter containing Hazardous Waste;

(b) any substance that may cause the MD to be in violation of any regulatory or operating licence, approval or permit for the Wastewater System;

(c) any flammable liquid or explosive matter which, by itself or in combination with any other substance, is capable of causing or contributing to an explosion or supporting combustion, including, without restriction, hydrocarbon substances such as gasoline and diesel fuel;

- (d) any matter which, by itself or in combination with any other substance, is capable of obstructing the flow of or interfering with the operation or performance of the Wastewater System including, without restriction, grease and solid substances such as sand, grit, mud, plastics, rags, sanitary napkins and wet wipes;
- (e) any matter with corrosive properties which, by itself or in combination with any other substance, may cause damage to the Wastewater System;
- (f) any substance having a pH of less than 5.5 or greater than 10;
- (g) pharmaceuticals;
- (h) corrosive or toxic substances, including, without restriction, pesticides and herbicides;
- (i) radioactive materials;
- (j) condensing water,
- (k) the contents of any privy vault, manure pit or cesspool;
- (l) the contents of a sump pump;
- (m) storm water or surface water; or
- (n) any waste or by-product that has been generated by an Ion Exchange Water Softener where the Property is serviced by the Beaver Mines Water Treatment Wastewater System.

## **6. Commercial or Industrial Wastewater**

(1) No Wastewater or other matter resulting from any commercial, trade, industrial or manufacturing process shall be discharged or permitted to be discharged into the Wastewater System unless prior approval has been granted by the Chief Administrative Officer and only then after any required pre-treatment of the Wastewater or other matter, as prescribed by the Chief Administrative Officer.

(2) All necessary pre-treatment equipment or works shall be installed by the Customer, at the Customer's sole expense, prior to the construction of the Service Connection and thereafter shall be continuously maintained and operated by the Customer.

## **7. Overstrength Surcharge**

(1) In this section:

- (a) "Additional Overstrength Concentration Limit" means the concentration limit, in mg/L, of a Substance set out in Schedule "G" of this Bylaw;
- (b) "Additional Overstrength Surcharge Mass" means the mass, in kg, of a Substance, to which an Additional Overstrength Surcharge is applied, which mass is determined by applying the following formula:

$$\text{Additional Overstrength Surcharge Mass} = ((\text{Measured Substance Concentration} - \text{Additional Overstrength Concentration Limit}) \times \text{Water Volume}) \times 1/1,000,000 \text{ (to convert mg to kg);}$$

- (c) "Substance" means a substance identified in Schedule "G" of this Bylaw;
- (d) "Overstrength Concentration Limit" means the concentration limit, in mg/L, of a Substance set out in Schedule "G" of this Bylaw;
- (e) "Overstrength Surcharge Mass" means the mass, in kg, of a Substance, to which an Overstrength Surcharge is applied, which mass is determined by applying the following formula:

Overstrength Surcharge Mass = ((Measured Substance Concentration – Overstrength Concentration Limit) x Water Volume) x 1/1,000,000 (to convert mg to kg)

(f) **“Measured Substance Concentration”** means the concentration, in mg/L, of a Substance found in Wastewater discharged, by the Customer, into the Wastewater System; and

(g) **“Water Volume”** means:

- (i) In the case of a planned high discharge event, where the Customer has communicated their intention, to the MD, to discharge, into the Wastewater System, Wastewater containing one or more Substances with Measured Substance Concentrations that exceed the applicable Overstrength Concentration Limit, and the MD has confirmed the Customer’s ability to do so during a specific date and time, the actual amount of Wastewater discharged by the Customer, measured in a manner acceptable to the MD; and
- (ii) In all other situations:
  - i. if the Property in question receives metered water service from the MD, the volume of treated water delivered to, or consumed by, the Customer during the relevant period; and
  - ii. if the Property in question does not receive metered water service from the MD, the volume of Wastewater discharged by the Customer into the Wastewater System during the relevant period;

as determined by the MD.

(2) The MD may impose Overstrength Surcharges upon Customers who discharge, into the Wastewater System, Wastewater containing one or more Substances with Measured Substance Concentrations that exceed the applicable Overstrength Concentration Limit.

(3) The MD may impose Additional Overstrength Surcharges upon Customers who discharge, into the Wastewater System, Wastewater containing one or more Substances with Measured Substance Concentrations that exceed the applicable Additional Overstrength Concentration Limit, and, for greater certainty, such Additional Overstrength Surcharges shall be payable in addition to, not in lieu of, the applicable Overstrength Surcharge.

(4) The Overstrength Surcharges payable per unit of Overstrength Surcharge Mass and the Additional Overstrength Surcharges payable per unit of Additional Overstrength Surcharge Mass are set out within Schedule “E”.

(5) Overstrength Surcharges and Additional Overstrength Surcharges are payable in addition to any other rates, fees and charges payable for, or in connection with, Wastewater Services.

(6) Testing to identify Substances present, and Measured Substance Concentrations, for the purpose of calculating Overstrength Surcharges and Additional Overstrength Surcharges, shall be conducted by the MD, or by the Customer to the satisfaction of the MD that a representative sample is obtained, using automated sampling devices or in accordance with the following manual sampling protocol:

- (a) samples from the Wastewater produced at a location will be collected each day for a minimum of two days or for the duration of a planned high discharge event, whichever is shorter;
- (b) a minimum of four samples of equal volume shall be taken each day or during a planned high discharge event. Such samples are to be taken at least one hour apart or, if a planned high discharge event is shorter than four hours, the time between the samples shall be reduced to ensure four samples are taken during the high discharge event;

(c) the analysis shall be conducted on a composite sample made of the samples noted in subsections (a) and (b); and

(d) the respective results of these tests for the times when samples are taken, shall be averaged to determine the characteristics and concentration of the Wastewater being discharged into the Wastewater System.

(7) The Chief Administrative Officer may, in his or her discretion, set and modify changes to required testing outlined in subsection (6). The MD reserves the right to set testing frequency parameters as required for different Customers.

## **8. No Dilution**

No Person shall dilute, or permit to be diluted, any Wastewater in order to enable its discharge in compliance with these Terms and Conditions.

## **9. Protection of Wastewater System**

(1) No Person shall remove, damage, destroy, alter or tamper with any Facilities forming part of the Wastewater System, except as authorized by the Chief Administrative Officer.

(2) No Person shall interfere with the free discharge of any Wastewater Main or part thereof, or do any act or thing that may impede or obstruct the flow to, or clog up, the Wastewater System.

(3) No Person shall connect any storm drain, weeping tile or sump pump to any portion of the Wastewater System.

(4) In case of a blockage, either wholly or in part, of the Wastewater System by reason of negligence or the failure or omission to strictly comply with the provisions of this Bylaw, the Customer concerned or Person responsible shall be liable for all clogs and the cleaning of such blockages and for any other amount for which the MD may be held liable for due to such blockages.

## **10. Hauled Wastewater**

(1) No Person shall discharge or permit the discharge of hauled Wastewater except at a hauled Wastewater discharge location approved by the Chief Administrative Officer and only then in accordance with any terms and conditions imposed by the Chief Administrative Officer, including payment of applicable fees and charges.

(2) If a hauled Wastewater discharge location has been identified, by the MD, as a Recreational Vehicle discharge or dump location, that location shall be used solely for the purpose of discharging Wastewater from Recreational Vehicles, and no Person shall discharge or permit the discharge, at that location, of Wastewater from any vehicle, container, structure or thing other than a Recreational Vehicle.

## **11. Food-Related Grease Interceptors**

(1) Every Customer who is the Owner or operator of a restaurant or other commercial, institutional, Industrial, commercial or Institutional premises where food is cooked, processed or prepared, for which the premises is connected directly or indirectly to the Wastewater System, shall take all necessary measures to ensure that Oil and Grease are prevented from entering the Wastewater System in excess of the provisions of this Bylaw.

(2) The Customer referred to in subsection (1) shall install, operate, and properly maintain, at the Customer's expense, an Oil and Grease interceptor in any piping system at its premises that connects directly or indirectly to the Wastewater System. The Oil and Grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code and the National Plumbing Code of Canada.

## **12. Vehicle and Equipment Service Oil and Grease Interceptors**

(1) Every Customer who is the Owner or operator of a vehicle or equipment service station, repair shop or garage or of a commercial, industrial or institutional premises or any other establishment where motor vehicles are repaired, lubricated or maintained and where the discharge is directly or indirectly connected to the Wastewater System shall install an Oil and Grease interceptor designed to prevent motor oil and lubricating grease from passing into the Wastewater System in excess of the limits in this Bylaw.

(2) The Customer referred to in subsection (1) shall install, operate, and properly maintain an Oil and Grease interceptor in any piping system at its premises that connects directly or indirectly to the Wastewater System. The Oil and Grease interceptors shall be installed in compliance with the most current requirements of the applicable Building Code and be maintained as recommended by the Canadian Fuels Association (formerly the Canadian Petroleum Products Institute).

## **13. Sediment Interceptors**

(1) Every Customer who is the Owner or operator of premises from which sediment may directly or indirectly enter the Wastewater System, including but not limited to premises using a ramp drain or area drain and vehicle wash establishments, shall take all necessary measures to ensure that such sediment is prevented from entering the Wastewater System in excess of the limits in this Bylaw.

## **14. Spills**

(1) Any Person who discharges or permits the discharge of any Wastewater or other matter contrary to this Bylaw shall, immediately after becoming aware of the discharge, notify:

- (a) the Chief Administrative Officer and provide the following information:
  - (i) name of the Person causing or permitting the discharge;
  - (ii) location of the release;
  - (iii) name and contact information of the Person reporting the discharge;
  - (iv) date and time of the discharge;
  - (v) type of material discharged and any known associated hazards;
  - (vi) volume of the material discharged; and
  - (vii) corrective action being taken, or anticipated to be taken, to control the discharge;
- (b) the Owner of the Property, where the Person reporting the discharge is not the Owner and knows, or is readily able to ascertain the identity of the Owner; and
- (c) any other Person whom the Person reporting knows or ought to know may be directly affected by the discharge.

(2) The Person who discharged or permitted the discharge pursuant to subsection (1) shall, as soon as the Person becomes aware or ought to have become aware of the discharge, take all reasonable measures to:

- (a) confine, remedy and repair the effects of the discharge; and
- (b) remove or otherwise dispose of the matter in a lawful manner so as to minimize all adverse effects.

## **SCHEDULE "D"**

### **TERMS AND CONDITIONS OF SOLID WASTE SERVICES**

#### **1. Collection Services**

(1) The Chief Administrative Officer is authorized to establish the Collection Schedule and establish methods of Waste collection and disposal.

(2) Regular Collection shall occur on a weekly basis in the Collection Area. Regular Collection for properties located outside the Collection Area shall be on an as needed basis, but shall not exceed four collections per month. Additional collections may be scheduled if and when required, at the discretion of Chief Administrative Officer. Customers shall pay the applicable fee or charge set forth in Schedule "E" of this Bylaw.

(3) Where feasible and practical for the MD, the Chief Administrative Officer may authorize Solid Waste Services for a Property located outside the Collection Area, subject to the Owner of that Property complying with all relevant portions of this Bylaw.

(4) The Owner or Occupant of any Property not described in subsection (1) or (2) shall, either personally or by employees, contractors or agents, and in compliance with all applicable federal, provincial and municipal laws, promptly remove and dispose of all Waste generated on the Property at an approved waste transfer station or landfill, at the Owner or Occupant's sole expense.

#### **2. Prohibited Waste**

(1) No Person shall set out, or permit to be set out, any Waste for collection other than Household Waste in accordance with this Bylaw including, without limiting the foregoing:

- (a) Household Waste generated by any Property outside of the Collection Area;
- (b) animal carcasses;
- (c) Bulk Waste;
- (d) Commercial Waste;
- (e) Construction Waste;
- (f) Hazardous Waste;
- (g) hot ashes; or
- (h) Liquid Waste.

#### **3. Waste Collection Fees**

(1) Every Owner of Residential Premises or Non-Residential Premises located within the Collection Area shall pay to the MD the Waste Collection Fee specified in Schedule "E" of this Bylaw.

(2) The Waste Collection Fee referred to in subsection (1) shall apply regardless of whether Waste is set out at the Property, the Property generates Waste or where all or a portion of a Residential Premises or Non-Residential Premises located on the Property is vacant.

(3) Every Owner of Property located outside of the Collection Area that has been authorized to receive Solid Waste Services in accordance with this Bylaw shall pay to the MD the Waste Collection Fee specified in Schedule "E" of this Bylaw.



(4) The Waste Collection Fee referred to in subsection (3) shall only apply while the Property receives Solid Waste Services.

#### **4. Preparing Waste for Collection**

(1) No Person shall set out, or permit to be set out, Waste for collection without ensuring that the Waste has been prepared for collection in accordance with the following:

- (a) all Waste must be secured within a Waste Receptacle or a Garbage Bag;
- (b) despite subsection (a), yard materials such as clippings from shrubs and trees may be compacted and securely tied in bundles not exceeding 1.2m in length and 25kg in weight, and placed beside the Waste Receptacle;
- (c) wet Waste must be thoroughly drained, double-bagged and tied securely;
- (d) light, dusty materials such as cooled ashes, sawdust, powders, vacuum cleaner bags, furnace filters and absorbents must be placed in a sealed disposable container;
- (e) objectionable materials including animal feces and diapers must be double-bagged and tied securely; and
- (f) sharp or dangerous items, including broken glass, razor blades, sheet metal scraps and items with exposed screws or nails must be contained within protective packaging (sturdy, sealed cardboard box or rigid disposable plastic container).

#### **5. Waste Receptacles**

(1) The contents of a Waste Receptacle must not be packed or jammed into the Waste Receptacle to the extent that the contents will not fall freely from the Waste Receptacle during Collection activities.

(2) The contents of a Waste Receptacle must not prevent the closure of the lid.

(3) Waste Receptacle lids must not be chained or tied to the Waste Receptacle.

(4) Waste Receptacles must not be chained or tied to fences or Waste Container enclosures.

(5) Animal Resistant Receptacles are required when deemed necessary.

(6) Animal Resistant Receptacles need to be latched and regularly cleaned to function as intended.

#### **6. Curbside Collection**

(1) All Waste Collection shall be from a front yard, curbside location unless otherwise authorized by the Chief Administrative Officer.

(2) A Person setting out Waste for Collection shall ensure that:

- (a) all Waste Receptacles and Garbage Bags are placed near the front property line; and
- (b) convenient and unobstructed access to Waste Receptacles and Garbage Bags is maintained at all times.

(3) No Person shall set out Waste for collection in a location that is unsafe, obstructed, poorly maintained, uneven or that otherwise prevents a Waste Collector from collecting Waste in a safe and efficient manner.

## **7. Setting Out Waste for Collection**

- (1) Waste must be set out for collection by 8:00 a.m. on the morning of the scheduled collection day.
- (2) No Person shall set out Waste for collection before 5:00 p.m. on the day prior to the scheduled collection day.
- (3) The Property Owner shall be responsible any litter created as a result of interference with the bag by any person or thing.

## **8. Waste Collection**

- (1) Waste collection from any location may occur at any time during the collection day (7:00 a.m. to 5:00 p.m.) and actual collection may vary on a weekly or seasonal basis.
- (2) Collection shall occur on a weekly basis. Additional collections may be scheduled if and when required, at the discretion of Chief Administrative Officer.
- (3) If a civic holiday occurs on the scheduled collection day, collection will be made within two (2) days of the holiday.
- (4) In the event of severe weather or unusually large Waste volumes, the Chief Administrative Officer may alter the Collection Schedule for part or all of the Collection Area to include the day before and the day after the regularly scheduled collection day.

## **9. Ownership of Waste**

- (1) All Waste set out for collection remains the property of the Person placing the Waste for collection until accepted by the MD at the time of collection.

## **10. Withholding Collection Services**

- (1) Waste Collectors are authorized to withhold collection of improperly prepared Waste, prohibited Waste, excessive quantities of Waste, or Waste located at unsafe or non-compliant locations.

## **11. Damage to Waste Receptacles**

- (1) The MD is not responsible for damage to Waste Receptacles resulting from normal, repetitive activity or for lost Waste Receptacles, including lids.

## **12. Interference with Waste Receptacles**

- (1) No Person other than an authorized Waste Collector or the Person placing Waste in a Waste Receptacle or Garbage Bag shall interfere with, disturb, add to or remove the contents of a Waste Receptacle or Garbage Bag set out for collection.

## **13. Entering Private Property**

- (1) Waste Collectors shall not be required to enter onto private Property to collect Waste unless such entry is necessary or desirable, in the discretion of the Chief Administrative Officer.
- (2) Waste Collectors are authorized to enter the front yard of any private Property at all reasonable times for the purpose of carrying out their duties.
- (3) The MD will not be responsible for any damage to roads or infrastructure located on private Property resulting from legitimate operation of Waste collection vehicles during Waste collection activity on that private Property.

**SCHEDULE "E"**

**RATES, FEES AND CHARGES**

**1. Water and Wastewater Rates**

The rates for Water Services and Wastewater Services are as follows:

**(1) Bi-Monthly Rates – Hamlets and Distribution System Connections**

	<b>Water Base</b> (flat rate)	<b>Consumption</b> (/cubic metre)	<b>Sewer</b> (flat rate)
Residential	\$20.00	\$1.15/m <sup>3</sup>	\$12.00
Commercial	\$50.00	\$1.50/m <sup>3</sup>	\$50.00

**(2) Bi-Monthly Rates - Rural Transmission System Connections**

	<b>Water Base</b> (flat rate)	<b>Consumption</b> (/cubic metre)	<b>Sewer</b> (flat rate)
Residential – Cistern/PRV	\$20.00	\$1.15/m <sup>3</sup>	-
Residential – Non Cistern	\$25.00	\$1.32/m <sup>3</sup>	-

**(3) Bulk Water Filling**

	<b>Water Base</b> (flat rate/day)	<b>Consumption</b> (/cubic metre)
Bulk Fill Stations	-	\$2.64/m <sup>3</sup>
Fire Hydrants	\$5.00	\$2.64/m <sup>3</sup>

**(4) Monthly Water and Waste Water Service Rates Through Agreements**

**Province of Alberta (Parks) Agreement - Castle River and Syncline**

\$200.00/line base rate for capital repair and replacement, @ \$1.50/m<sup>3</sup> for consumption. The Province handles waste water and solid waste outside of this Bylaw. Repair and replacement of the distribution system within the Parks Zone will be as per Agreement with the Crown.

**Village of Cowley Agreement**

\$300.00 base rate for capital repair and replacement, @ 1.15/m<sup>3</sup> for consumption. Repair and replacement of the distribution system within the Village of Cowley will be as per the Agreement.

**Castle Mountain Resort Agreement**

\$2500.00 base rate for capital repair and replacement, @ \$1.50/m<sup>3</sup> for consumption. CMR has its own system for waste water and another agreement for Solid Waste. Repair and replacement of the distribution system within the Resort will be the sole responsibility of CMR Inc.

**Temporary Unmetered Water**

\$125.00 / month for residential water  
 \$200.00 / month for commercial - for under 2" meter size / line  
 \$300.00 / month for commercial - for anything over 2" meter size / line

**2. New Service Connection Fees**

The amounts payable for connecting the Private Water Line or Private Drainage Line, or both, on a Customer's Property to the MD's Water Main and/or Wastewater Main, as applicable, to complete a new Service Connection so that Water Services and/or Wastewater Services to the Customer's Property may be commenced are as follows:

- (1) Water Services Only: Actual cost incurred by the MD in relation to the connection, plus 5%;

(2) Wastewater Services Only: Actual cost incurred by the MD in relation to the connection, plus 5%;

(3) Combined Water/Wastewater Services: Actual cost incurred by the MD in relation to the connection, plus 5%;

and such amounts shall be paid in accordance with the Utility Services Guidelines.

**3. Additional Service Charges**

The fees and charges payable for additional Water and Wastewater Services are as follows:

- (1) Water Turn-On/Turn-Off Charge (at Customer request): \$75.00 per visit
- (2) Supply of Meter: Actual cost incurred by the MD in obtaining the Meter + 5%
- (3) Meter Installation/Removal Charge: Actual cost incurred by the MD + 5%
- (4) Meter Test Charge: \$200.00
- (5) Meter Repairs or Other Costs Associated with Meters: Actual cost incurred by the MD + 5%

**4. Overstrength Surcharges**

(1) The following Over Strength Surcharges and Additional Over Strength Surcharges are hereby established:

Substance	Over Strength Surcharge (per kg of Over Strength Surcharge Mass)	Additional Over Strength Surcharge (per kg of Additional Over Strength Surcharge Mass)
Biochemical Oxygen Demand (BOD)	\$0.15	\$0.15
Chemical Oxygen Demand (COD)	\$0.15	\$0.15
Oil and Grease (O&G) – Animal and Vegetable + Mineral and synthetic/hydrocarbon	\$0.15	\$0.15
Total <i>Suspended Solids</i> (TSS)	\$0.10	\$0.10
Total Kjeldahl Nitrogen(TKN)	\$1.00	\$1.00
Total Phosphorus (TP)	\$6.25	\$6.25

(2) For greater certainty, when the Measured Substance Concentration exceeds the corresponding Additional Over Strength Concentration Limit, an Additional Over Strength Surcharge will be payable in addition to, not in lieu of, the applicable Over Strength Surcharge.

**5. Solid Waste Services**

The rates for Solid Waste Services are as follows:

**Bi-Monthly Rates – Collection Area**

	Bi-Monthly	Per Extra Trip
Residential	\$20.00	N/A
Commercial	\$40.00	\$40.00

**6. Miscellaneous Service Fees and Charges**

(1) A late payment charge of 1.5% per month, not compounded, will be applied to all charges on a Customer's Account, if the Customer's payment is not received by the MD within 30 days from the date of issuance of the bill in respect of the charges.

(2) A dishonoured cheque charge of \$25.00 will be applied for each cheque returned for insufficient funds.

**SCHEDULE "F"**

**SPECIFIED PENALTIES**

	<b>Section</b>	<b>1<sup>st</sup> offence</b>	<b>2<sup>nd</sup> offence*</b>
Obstruct an Authorized representative	s. 16	\$200.00	\$300.00
Backfill before Service Connection Inspection	Sch. A s. 6(3)(c)	\$250.00	\$500.00
Contravention of Repair and Maintenance Requirements	Sch. A s. 7, 8	\$200.00	\$300.00
Interfere with Another Customer's Service Connection /Utility Services	Sch. A s. 10(2)	\$500.00	\$1,000.00
Obstruct access to Facilities	Sch. A s. 13(1)	\$100.00	\$250.00
Failure to manage vegetation on Property	Sch. A s. 13(2)	\$100.00	\$200.00
Install structure that interferes with proper and safe operation of Facilities	Sch. A. s. 13(3)	\$200.00	\$500.00
Interfere with or alter Facilities	Sch. A s. 14	\$500.00	\$1,000.00
Extend Customer owned infrastructure beyond Property	Sch. A s. 17	\$500.00	\$1,000.00
Supply false or Inaccurate information	Sch. A s. 26	\$250.00	\$500.00
Fail to comply with Water Conservation and Demand Management Measures	Sch. B s. 1(3)	\$100.00	\$250.00
Failure to connect to Water System by set Date	Sch. B s. 2(1)	\$500.00	\$1,000.00
Failure to connect to Water System prior to occupancy	Sch. B s. 2(2)	\$500.00	\$1,000.00
Unauthorized use of Alternate Water System	Sch. B s. 3	\$500.00	\$1,000.00
Unauthorized Resale or Supply Of Water	Sch. B s. 4	\$250.00	\$500.00
Unauthorized use of water	Sch. B s. 5(1)	\$250.00	\$500.00
Contravention of Customer Meter installation rules and Requirements	Sch. B s. 11(3)	\$200.00	\$300.00
Contravention of General Meter Restrictions	Sch. B s. 12	\$200.00	\$300.00
Unauthorized operation of a fire hydrant	Sch. B s. 18	\$500.00	\$1,000.00

Obstruct access to or operation of a fire hydrant	Sch. B s. 19	\$250.00	\$500.00
Unauthorized Cross Connection	Sch. B s. 21	\$250.00	\$500.00
Customer fails to install Required Cross Connection Control Device	Sch. B s. 22(1)	\$250.00	\$500.00
Unauthorized Operation of Curb Stop	Sch. B s. 23	\$200.00	\$500.00
Unauthorized Use of Water Softener	Sch. B s. 25	\$250.00	\$1,000.00
Impede Wastewater Use of other Customers	Sch. C s. 1(1)(a)	\$500.00	\$1,000.00
Use Wastewater System without an Account	Sch. C s. 1(1)(b)	\$500.00	\$1,000.00
Use Wastewater System in unauthorized Manner	Sch. C s. 1(1)(c)	\$250.00	\$500.00
Failure to connect to Wastewater System by set Date	Sch. C s. 2(1)	\$500.00	\$1,000.00
Failure to connect to Wastewater System prior to occupancy	Sch. C s. 2(2)	\$500.00	\$1,000.00
Unauthorized use of Alternate Wastewater System	Sch. C s. 3	\$500.00	\$1,000.00
Unauthorized Hauled Wastewater	Sch. C s. 10	\$500.00	\$1,000.00
Prohibited Waste	Sch. D s. 1	\$100.00	\$250.00
Failure to Properly Prepare Waste For Collection	Sch. D s. 4	\$100.00	\$200.00

*\* Second or subsequent offences.*

*Council and their Chief Administrative Officer reserve the right to adjust the fines, up to a maximum of \$10,000.00 based upon the seriousness of any given offence.*

## SCHEDULE "G"

### WASTEWATER OVERSTRENGTH LIMITS

<b>Substance</b>	<b>Overstrength Surcharge Concentration Limits, (mg/L)</b>	<b>Additional Overstrength Concentration Limits, (mg/L)</b>
Biochemical Oxygen Demand (BOD)	300	3000
Chemical Oxygen Demand (COD)	600	6000
Oil and Grease , Total (O&G) – Animal and Vegetable + Mineral and Synthetic/Petroleum Hydrocarbons	100	400
Total Suspended Solids (TSS)	300	3000
Total Kjeldahl Nitrogen (TKN)	50	200
Total Phosphorus (TP)	10	75

Note: Concentrations become surchargeable with a second tier surcharge when reaching Additional Overstrength concentration Limits.

**Roland Milligan**

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**From:** Hodge, Ryan <Ryan.Hodge@rcmp-grc.gc.ca>  
**Sent:** February 14, 2023 12:23 PM  
**To:** Cao; Roland Milligan; FCSS; Abe Tinney  
**Subject:** Policing Schedule Changes - Pincher Creek RCMP  
**Attachments:** OSB Report - January - December 2022.pdf

This email is being sent in the spirit of consultation with local elected officials and partners in the Pincher Creek RCMP Detachment area. There is a new policy for the Alberta RCMP in relation to scheduling of officers at local detachments. I will provide you with pertinent information as it relates to the Pincher Creek Detachment.

Effective April 1, 2023 the Pincher Creek Detachment is expected to change from 10 hour shifts to 9 hour shifts.

**Current Situation:** The Pincher Creek Detachment members have worked 10 hr shifts for at least the past 5 years and for the most part this provides good policing coverage to the community, with the exception being times of unforeseen staff shortages and it can be difficult to adjust the schedule at times. Under the 10hr schedules we strive to always have two officers on duty for police and public safety reasons, which means we are able to have two officers on shift from 08:00 am until 3:00 am daily. The hours between 03:00am and 8:00 am have two officers on call and ready to respond immediately. The current schedule has a supervisor on duty every day of the week to assist the frontline constables. The only member of the detachment that does not follow the 10 hour schedule is the Detachment Commander who has been working 9hour shifts, Monday to Friday with alternating Fridays off work.

**What will the new schedule look like?**

In a 9 week period of time the detachment will gain approximately 4 shifts per officer or 40 shifts total over 9 weeks. In a year this means over 200 extra shifts will be worked at the detachment. This will mean more officers on shift per day and a reduction in members days off work. Although this can be a benefit, as it relates to policing coverage, employee morale and wellness will need to be closely monitored. Happy employees tend to perform better. When the detachment experiences times of reduced manpower (sickness, holidays, etc.) 9 hour shifts are likely to result in times where there will be a reduction in policing coverage by one hour per day. Coverage may reduce to periods of 9:00 am to 3:00 am or 8:00 am to 2:00 am with on call period for 6 hours per day. It is likely that the detachment will see a slight increase cost for periods where more on call needs to be paid. Although still in the planning stage, the schedule is likely to have the following rotations daily: 0800am to 5:00pm dayshift, 1000 am to 7:00 pm afternoon shift, 6:00 pm to 3:00 am night shift. The on call period from 3:00 am to 8:00 am remains in place. There will be at least one experienced supervisor (Cpl or Sgt) available every day at the detachment.

**When does crime occur around Pincher Creek?**

Based on the public's calls for service, the busiest times for the Pincher Creek RCMP is from 8:00am until 1:00 am. Saturdays and Sundays are a bit busier until 3:00 am.

*See attached report for full details.*

**Waterton Summer Detachment**

Pincher Creek Detachment is responsible for providing policing services to the Waterton Detachment from mid May until Mid September. In the past the Waterton Detachment is staffed by officers from outside of the Pincher Creek Detachment. Last year there was difficulty in finding officers who could leave their home detachment/unit and come work in Waterton. This meant that last year Pincher Creek members were required to work shifts in Waterton to provide policing services. This trend is likely to continue this year given the current resourcing levels across the province



of Alberta. With a 9 hr schedule it should be easier to provide these services to Waterton and will have less impact on the Town of Pincher Creek and MD of Pincher Creek.

**MD of Pincher Creek Enhanced Policing Position**

This position has been working a 10hr schedule and typically dayshifts to ensure the most visibility in the MD of Pincher Creek. The position is easily adjusted to accommodate public meetings or other events requiring attendance. With a 9 hr schedule the position will see 4 more shifts per 9 week rotation. The shifts are open for change by the MD but my suggestion would be to keep the shifts focussed on days 08:00am to 5:00pm and afternoons 12:00pm to 9:00pm. This maximizes actual police visibility and calls received in the MD of Pincher Creek.

I am asking for your input in regards to this new scheduling policy. How will it work for our communities and if you have any concerns. This is something that can always be adjusted in the future should we find that the policing needs of the community are not being met.

Are there any concerns or impacts for myself having alternating Fridays off of work? I strive to make myself available to the public and am available after hours on my cell phone but having alternating Fridays away from the officer are of great benefit to my own well being.

I appreciate a prompt reply back as I need to have the schedule developed by the start of March to ensure it can be implemented at the start of April as required.

Regards,

**Sgt. Ryan Hodge (NCO i/c)  
Pincher Creek Detachment**

1369 Hunter Street  
Pincher Creek, AB T0K 1W0  
Phone:403-627-6010  
Cell: 403-795-8100  
Fax: 403-627-4954



*"K" Division*

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**Strategic  
Analysis and  
Research  
Unit**

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# Calls for Service

Strategic Performance Planning

Pincher Creek Provincial Detachment

January - December, 2022

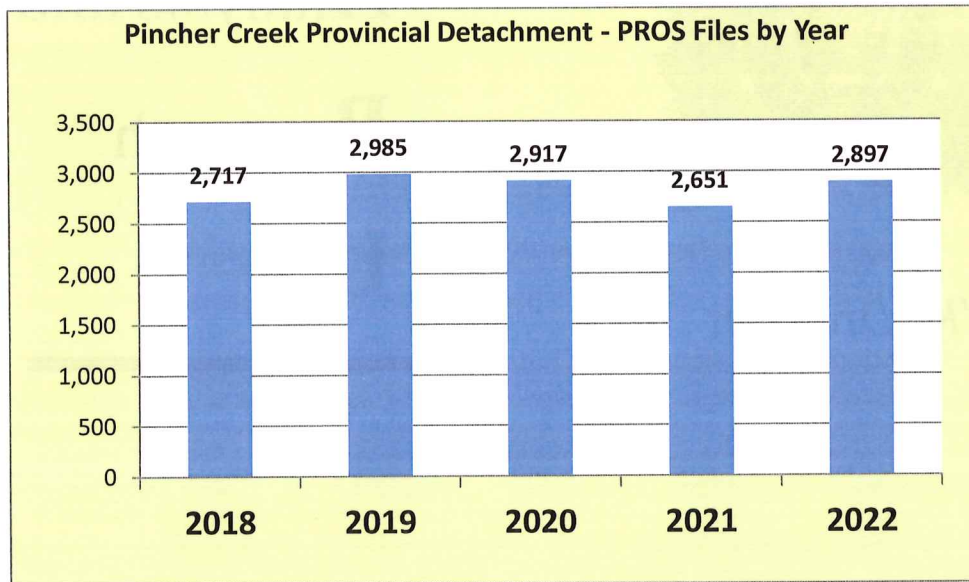
Date: January 17, 2023



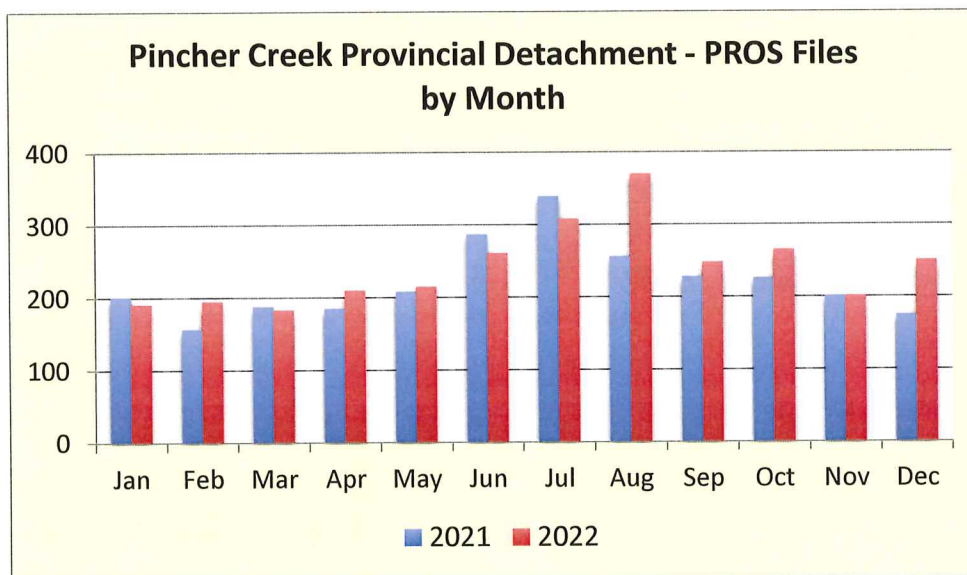
## Pincher Creek Provincial Detachment (January - December)

### File Counts

Based on PROS data, the Pincher Creek Provincial Detachment generated 2,897 files between January - December, 2022. This includes calls for service from the public as well as self-generated and proactive files. There was an increase of 9.3% in 2022 when compared to 2021. Files generated by Provincial Traffic Units are not included.



In 2022 August had the most files generated (2021: July), while March had the least. (2021: February).





## Pincher Creek Provincial Detachment (January - December)

### Generated file times:

The following chart illustrates when all PROS files were **generated**. The chart ranges from least calls for service/files generated (green) to the highest number of calls for service/files generated (red) and is broken down by day (columns) and each hour of the day (rows).

Tuesday had the most files generated, while Wednesday had the least.

		Day							Total
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
H o u r s o f t h e D a y	0	11	5	9	9	6	7	5	52
	1	11	8	13	8	5	6	5	56
	2	9	4	2	1	2	4	9	31
	3	7	4	4	0	1	4	5	25
	4	4	2	1	5	0	3	4	19
	5	3	5	4	1	1	2	2	18
	6	6	2	7	4	2	3	5	29
	7	6	6	4	4	4	3	6	33
	8	13	28	12	13	21	20	23	130
	9	14	28	33	28	27	21	33	184
	10	21	23	60	22	21	27	20	194
	11	27	36	36	27	29	30	19	204
	12	27	26	27	27	31	28	23	189
	13	24	33	29	29	26	26	25	192
	14	31	40	28	35	33	32	23	222
	15	29	39	42	36	37	38	38	259
	16	25	45	37	29	38	33	21	228
	17	28	13	10	12	14	24	21	122
	18	24	14	24	11	13	19	28	133
	19	25	15	27	27	14	16	22	146
	20	12	19	26	18	12	19	25	131
	21	15	16	14	12	17	18	21	113
	22	13	14	17	11	16	22	16	109
	23	13	9	3	7	9	15	22	78
<b>Total</b>		<b>398</b>	<b>434</b>	<b>469</b>	<b>376</b>	<b>379</b>	<b>420</b>	<b>421</b>	

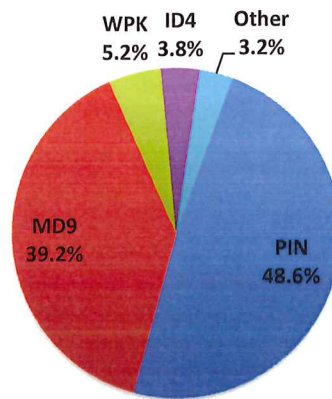


## Pincher Creek Provincial Detachment (January - December)

### File Generation by Zone:

The following graph and table shows a break-down of where files were generated in 2022 as well as a comparison to previous years for how many files were generated in each. The zone 'Other' is used for files that were improperly zoned or had a fewer than 10 file types. In 2022 the zone 'PIN' had the most files generated.

**Pincher Creek Provincial Detachment - PROS  
Files by Zone - 2022**



Pincher Creek Provincial Detachment - PROS Files by Zone					
Zone	2018	2019	2020	2021	2022
PIN	1,569	1,643	1,468	1,403	1,408
MD9	868	997	1,012	924	1,135
WPK	178	157	129	134	150
ID4	43	61	203	97	111
Other	59	127	105	93	93



## Pincher Creek Provincial Detachment (January - December)

### Public Calls for Service (CIIDS Files):

The following chart shows calls for service for 2022 broken down by day and hour of the day. There were 1,688 self-generated, front counter and proactive files created in 2022 accounting for 58.3% of all files generated. There were 1,209 calls for service from the public through an OCC in 2022.

When just OCC calls for service are considered, Saturday had the most calls for service while Thursday had the least.

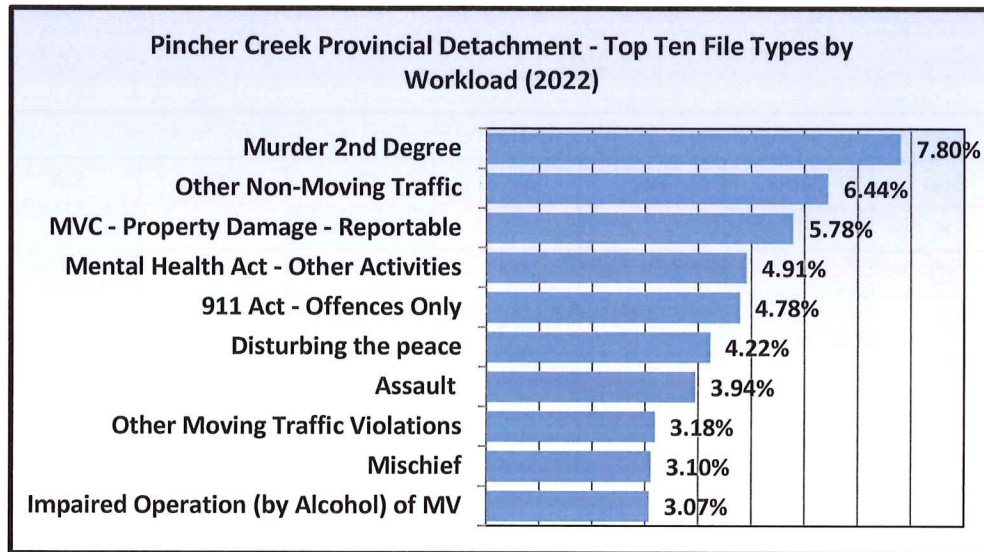
		Day							Total
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
H o u r  o f  t h e  D a y	0	8	2	8	8	2	6	3	37
	1	10	4	7	7	4	5	2	39
	2	8	4	1	1	1	4	7	26
	3	7	3	4	0	1	4	4	23
	4	4	2	1	5	0	3	4	19
	5	3	5	4	1	1	2	2	18
	6	5	2	5	2	2	3	4	23
	7	5	4	2	4	3	2	2	22
	8	7	5	1	3	5	6	10	37
	9	4	4	7	5	5	5	13	43
	10	12	2	8	8	4	7	8	49
	11	13	2	9	7	7	4	14	56
	12	15	6	5	8	9	11	6	60
	13	5	8	6	9	4	6	10	48
	14	11	11	5	11	9	8	9	64
	15	5	11	16	9	1	10	21	73
	16	6	9	15	4	8	5	16	63
	17	19	7	5	6	10	15	12	74
	18	18	10	11	8	9	13	19	88
	19	12	9	10	13	10	6	15	75
	20	9	11	13	9	11	11	9	73
	21	7	8	6	11	12	11	12	67
	22	10	8	10	10	12	18	11	79
	23	10	9	2	7	6	5	14	53
<b>Total</b>		<b>213</b>	<b>146</b>	<b>161</b>	<b>156</b>	<b>136</b>	<b>170</b>	<b>227</b>	



## Pincher Creek Provincial Detachment (January - December)

### Top Ten File Types by Workload and by File Count:

The two graphs below show the top 10 files types that were generated in 2022 both by estimated workload and by frequency.



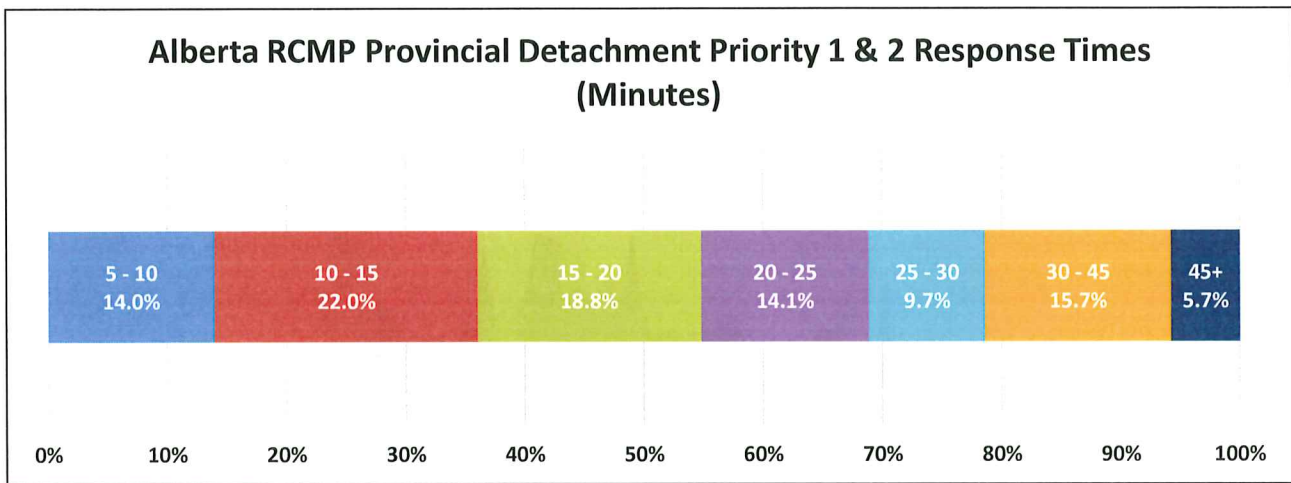


## Pincher Creek Provincial Detachment (January - December)

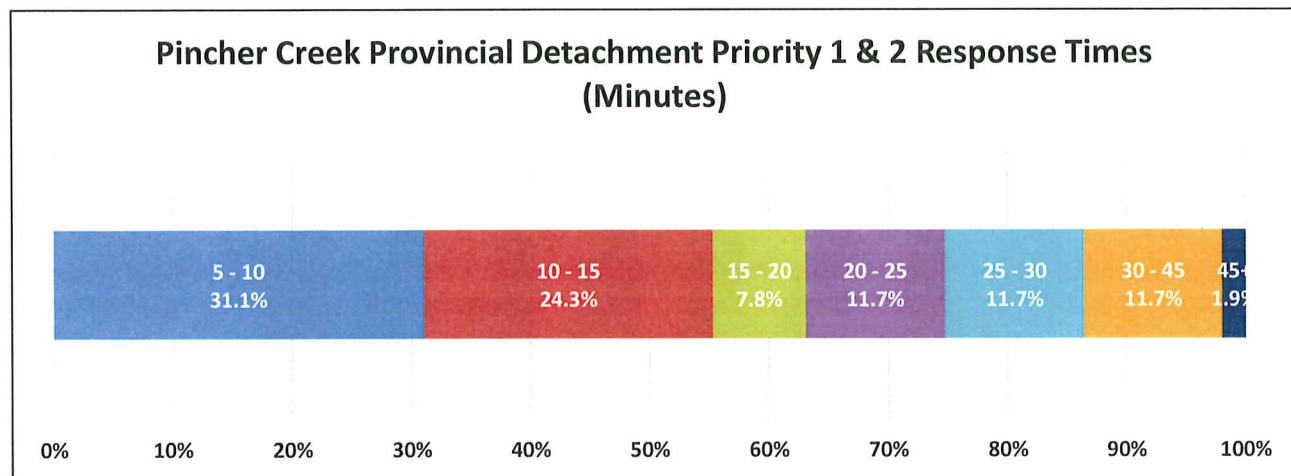
### Travel and Total Response Time

In order to determine total response times, 4.75 minutes were added to every Priority 1 trip to account for OCC queue time, length of the call and file maintenance, and the dispatching of the file to the Member. For Priority 2 trips, 6.25 minutes were added to account for OCC queue time, length of the call and file maintenance, dispatching the file to the Member, and the time for the Member to read the file and do initial checks and queries. These additions to calculate total response times are based on a 2018 study.

The overall average response time for Priority 1 & 2 calls in 2022 for Provincial Detachments in K Division was 21.7 minutes. The graph below shows a break down of all of these calls.



The overall average response time for Priority 1 & 2 calls in 2022 for the Pincher Creek Provincial Detachment was 17.4 minutes. The graph below shows a break down of all of these calls.

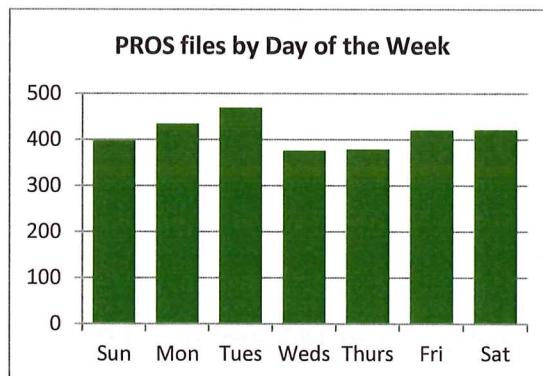
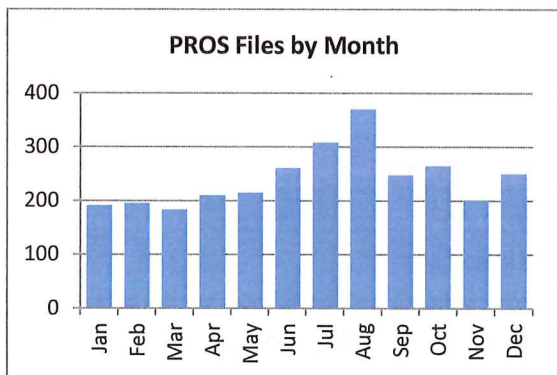




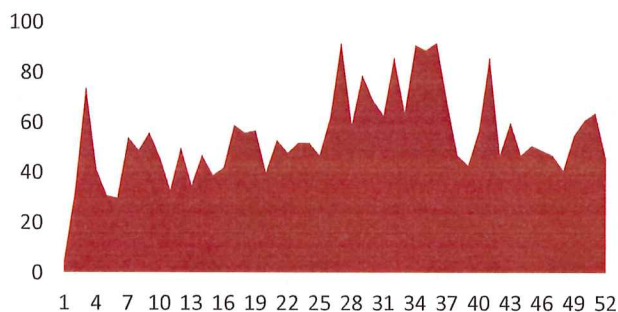


## Pincher Creek Provincial Detachment (January - December)

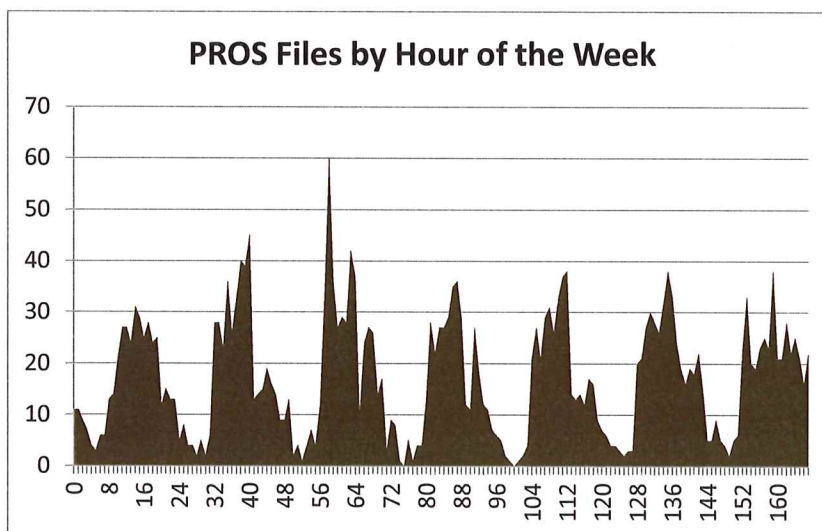
### Distribution of Files



### PROS Files Week of the Year

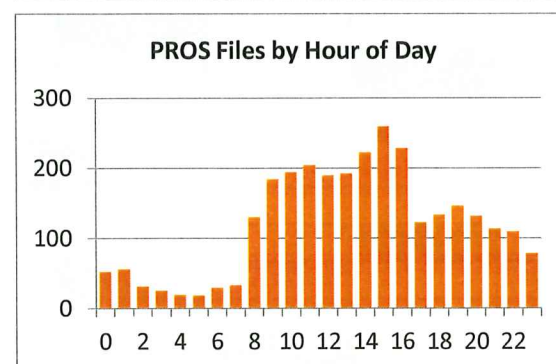
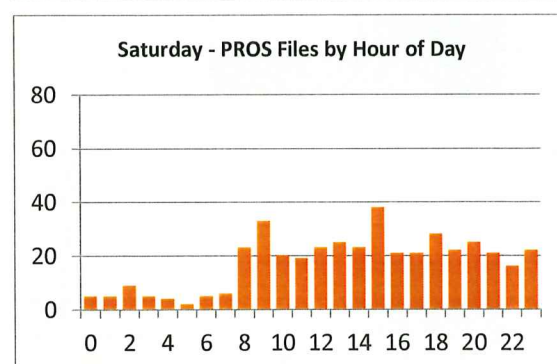
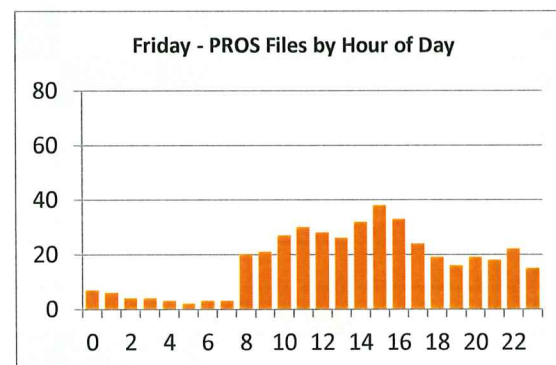
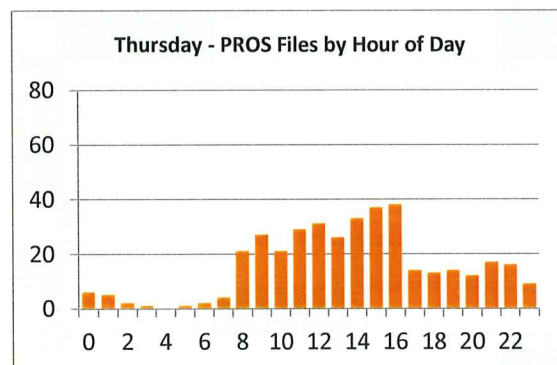
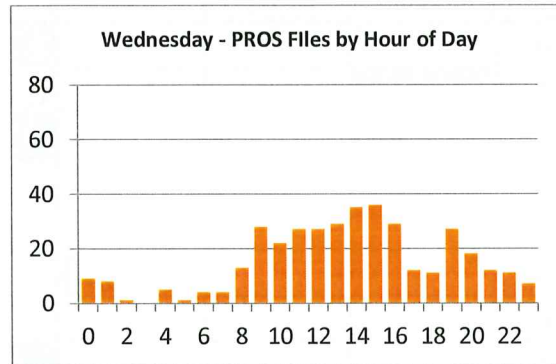
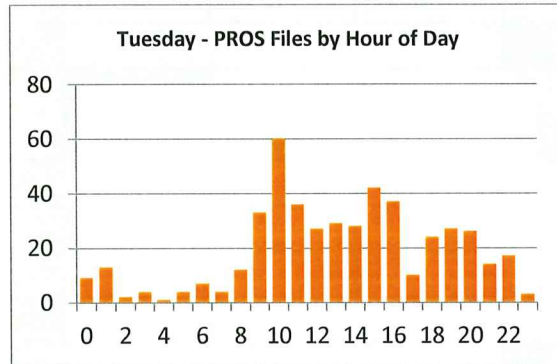
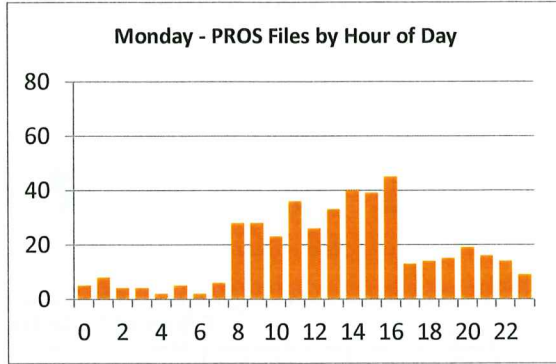
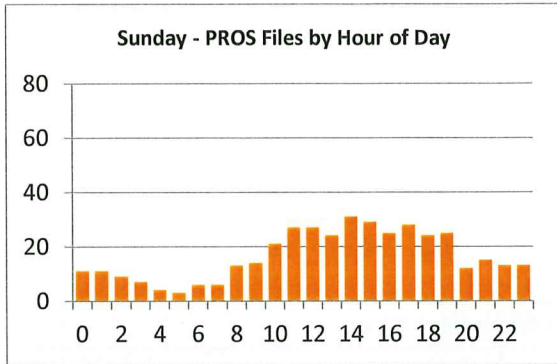


### PROS Files by Hour of the Week





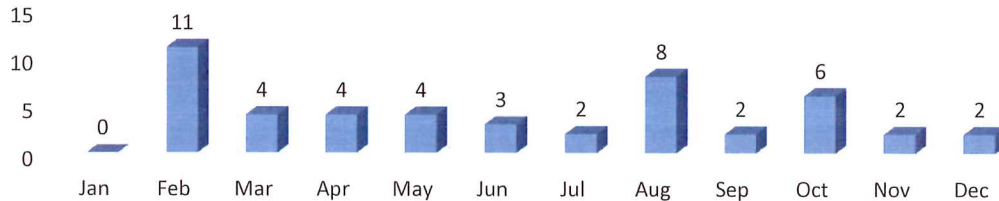
## Pincher Creek Provincial Detachment - Files by Day (January - December)





## Pincher Creek Provincial Detachment - Criminal Code Traffic (January - December)

Criminal Code Traffic - Pincher Creek Provincial Detachment (2022)

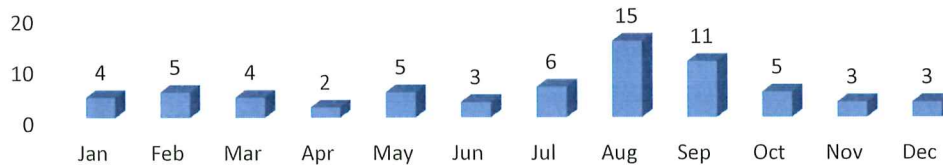


		Criminal Code Traffic - Day of the Week							Total
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Hour of the Day	0				1				1
	1	1			2			1	4
	2	2			1		1	1	5
	3	1							1
	4							1	1
	5			1					1
	6								0
	7				1				1
	8				1			1	2
	9			1					1
	10						1		1
	11								0
	12						2	1	3
	13								0
	14		2				1		3
	15			1	1				2
	16			1		1			2
	17	1				1	1		3
	18	1				1			2
	19			1	1	1		1	4
	20							2	2
	21	1						1	2
	22		2	1		1	2		6
	23					1			1
<b>Total</b>		<b>7</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>6</b>	<b>8</b>	<b>9</b>	



## Pincher Creek Provincial Detachment - Assaults (Excluding Sexual Assaults) (January - December)

Assaults (Excluding Sexual Assaults) - Pincher Creek Provincial Detachment (2022)

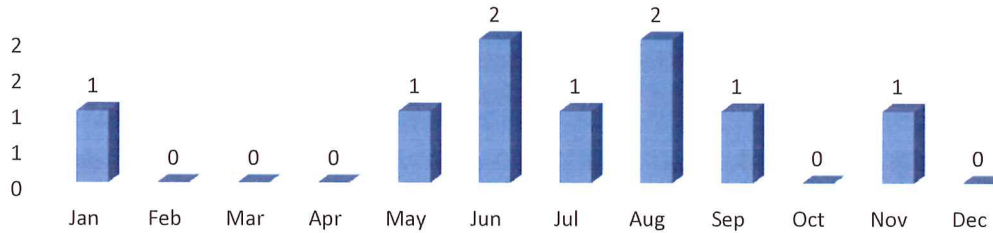


		Assaults (Excluding Sexual Assaults) - Day of the Week							Total
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Hour of Day	0	2		2	1				5
	1	1					1		2
	2			1			1	2	4
	3								0
	4								0
	5	1	1						2
	6								0
	7								0
	8								0
	9							1	1
	10		2	1	1		2	1	7
	11				2				2
	12	1		2					3
	13	1					1		2
	14		1			2	3		6
	15		2	1					3
	16		1						1
	17	1	3		1	1		1	7
	18		1	2	2	1	1		7
	19	1	1				1	1	4
	20	1			1		2		4
	21						1		1
	22			1			1	1	3
	23	1				1			2
<b>Total</b>		<b>10</b>	<b>12</b>	<b>10</b>	<b>8</b>	<b>5</b>	<b>14</b>	<b>7</b>	



## Pincher Creek Provincial Detachment - Injury & Fatal MVCs (January - December)

Injury & Fatal MVCs - Pincher Creek Provincial Detachment (2022)



		Injury & Fatal MVCs - Day of the Week							Total
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Hour of the Day	0								0
	1								0
	2								0
	3								0
	4								0
	5								0
	6								0
	7								0
	8						1		1
	9								0
	10								0
	11		1			1			2
	12								0
	13								0
	14							1	1
	15							1	1
	16				1			1	2
	17	1							1
	18								0
	19	1							1
	20								0
	21								0
	22								0
	23								0
Total		2	1	0	1	1	1	3	



## Pincher Creek Provincial Detachment (January - December) - Zone ID4

### Zone ID4 Generated file times:

The following chart illustrates when all PROS files were generated for Zone ID4. The chart ranges from least calls for service/files generated (green) to the highest number of calls for service/files generated (red) and is broken down by day (columns) and each hour of the day (rows).

Saturday had the most files generated, while Wednesday had the least.

		Day							Total	
		Sun	Mon	Tue	Wed	Thu	Fri	Sat		
H o u r  o f  t h e  D a y	0	1	0	0	0	0	0	0	0	1
	1	0	1	0	0	0	1	0	0	2
	2	0	0	0	0	0	0	0	0	0
	3	0	0	0	0	0	0	0	0	0
	4	0	0	0	0	0	0	0	0	0
	5	0	0	0	0	0	0	0	0	0
	6	0	0	1	0	0	0	0	0	1
	7	0	0	0	0	0	0	0	0	0
	8	0	0	0	1	1	0	0	0	2
	9	0	0	0	0	1	0	0	0	1
	10	1	0	1	3	0	1	0	0	6
	11	1	1	1	1	1	1	0	0	6
	12	2	2	1	1	1	1	4	0	12
	13	0	0	2	1	0	1	7	0	11
	14	1	2	2	1	1	0	4	0	11
	15	3	3	3	1	1	2	4	0	17
	16	2	2	2	1	3	3	0	0	13
	17	1	2	1	0	0	1	0	0	5
	18	2	1	2	0	1	0	1	0	7
	19	1	0	0	1	0	0	2	0	4
	20	0	1	1	0	1	1	0	0	4
	21	0	1	0	0	1	0	1	0	3
	22	0	1	1	0	0	1	1	0	4
	23	0	0	1	0	0	0	0	0	1
Total		15	17	19	11	12	13	24		



## Pincher Creek Provincial Detachment (January - December) - Zone ID4

### Zone ID4 Public Calls for Service (CIIDS Files):

The following chart shows calls for service for Zone ID4 in 2022 broken down by day and hour of the day. There were 82 self-generated, front counter and proactive files created in Zone ID4 accounting for 73.9% of all files generated in that zone. There were 29 calls for service from the public through an OCC for Zone ID4 in 2022.

When just OCC calls for service are considered, Sunday had the most calls for service while Thursday had the least.

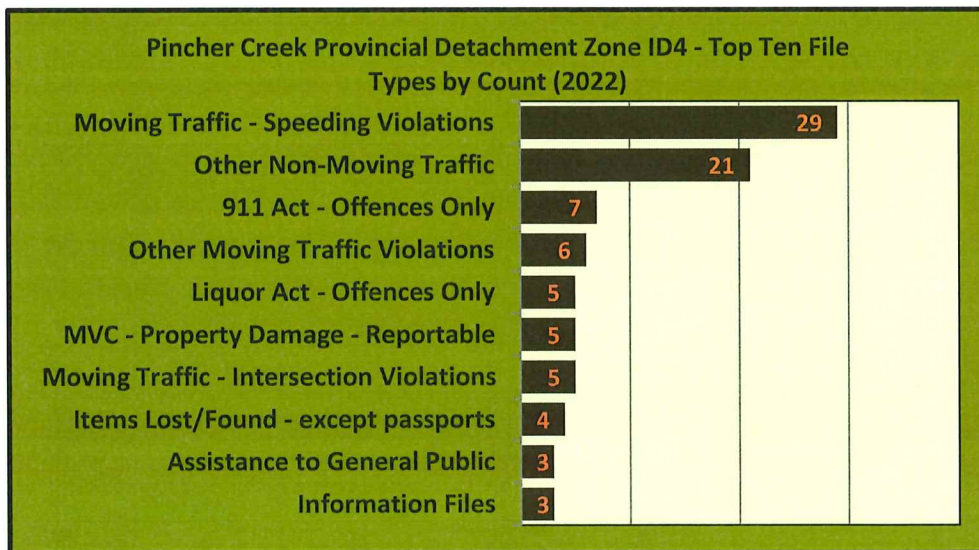
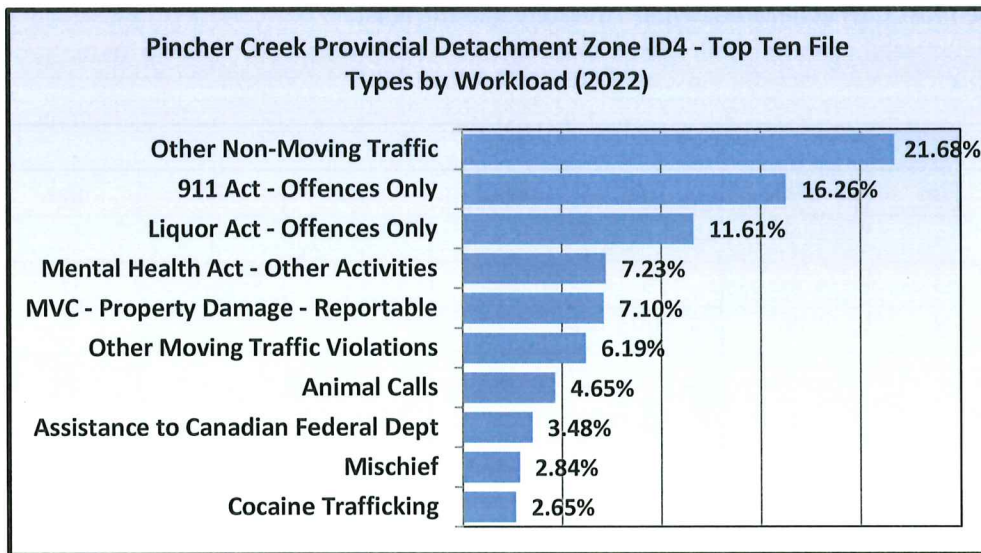
		Day							Total
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
H o u r  o f  t h e  D a y	0	1	0	0	0	0	0	0	1
	1	0	0	0	0	0	1	0	1
	2	0	0	0	0	0	0	0	0
	3	0	0	0	0	0	0	0	0
	4	0	0	0	0	0	0	0	0
	5	0	0	0	0	0	0	0	0
	6	0	0	1	0	0	0	0	1
	7	0	0	0	0	0	0	0	0
	8	0	0	0	0	1	0	0	1
	9	0	0	0	0	0	0	0	0
	10	1	0	1	0	0	0	0	2
	11	0	0	0	1	0	0	0	1
	12	2	0	0	1	0	1	0	4
	13	0	0	1	1	0	0	1	3
	14	0	1	0	0	0	0	1	2
	15	0	0	1	0	0	1	1	3
	16	0	0	0	0	1	0	0	1
	17	1	1	0	0	0	1	0	3
	18	0	1	0	0	0	0	0	1
	19	1	0	0	0	0	0	0	1
	20	0	0	0	0	0	1	0	1
	21	0	0	0	0	0	0	0	0
	22	0	1	0	0	0	1	0	2
	23	0	0	1	0	0	0	0	1
<b>Total</b>		<b>6</b>	<b>4</b>	<b>5</b>	<b>3</b>	<b>2</b>	<b>6</b>	<b>3</b>	



## Pincher Creek Provincial Detachment (January - December) - Zone ID4

### Zone ID4 Top Ten File Types by Workload and by File Count:

The two graphs below show the top 10 files types that were generated for Zone ID4 in 2022 both by estimated workload and by frequency.







## Pincher Creek Provincial Detachment (January - December) - Zone MD9

### Zone MD9 Generated file times:

The following chart illustrates when all PROS files were generated for Zone MD9. The chart ranges from least calls for service/files generated (green) to the highest number of calls for service/files generated (red) and is broken down by day (columns) and each hour of the day (rows).

Sunday had the most files generated, while Thursday had the least.

		Day							Total
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
H o u r  o f  t h e  D a y	0	3	0	1	2	0	2	2	10
	1	3	3	5	3	1	0	1	16
	2	1	2	1	0	0	0	2	6
	3	1	1	0	0	0	1	0	3
	4	0	1	0	2	0	2	2	7
	5	1	3	2	0	0	2	0	8
	6	2	1	5	2	0	2	4	16
	7	4	3	4	3	3	3	6	26
	8	7	12	6	4	7	7	16	59
	9	12	11	18	10	12	14	23	100
	10	10	12	8	12	6	6	13	67
	11	13	15	14	9	11	15	9	86
	12	11	4	7	4	11	6	12	55
	13	14	15	13	14	8	12	10	86
	14	18	14	7	16	11	13	11	90
	15	17	19	10	10	13	15	13	97
	16	19	22	16	13	16	17	9	112
	17	16	4	2	7	6	11	11	57
	18	10	5	7	2	4	6	10	44
	19	15	6	12	14	5	4	8	64
	20	7	5	10	6	4	3	8	43
	21	7	5	3	2	6	6	9	38
	22	2	3	3	3	6	6	4	27
	23	2	1	1	1	1	2	10	18
<b>Total</b>		<b>195</b>	<b>167</b>	<b>155</b>	<b>139</b>	<b>131</b>	<b>155</b>	<b>193</b>	



## Pincher Creek Provincial Detachment (January - December) - Zone MD9

### Zone MD9 Public Calls for Service (CHDS Files):

The following chart shows calls for service for Zone MD9 in 2022 broken down by day and hour of the day. There were 767 self-generated, front counter and proactive files created in Zone MD9 accounting for 67.6% of all files generated in that zone. There were 368 calls for service from the public through an OCC for Zone MD9 in 2022.

When just OCC calls for service are considered, Saturday had the most calls for service while Tuesday had the least.

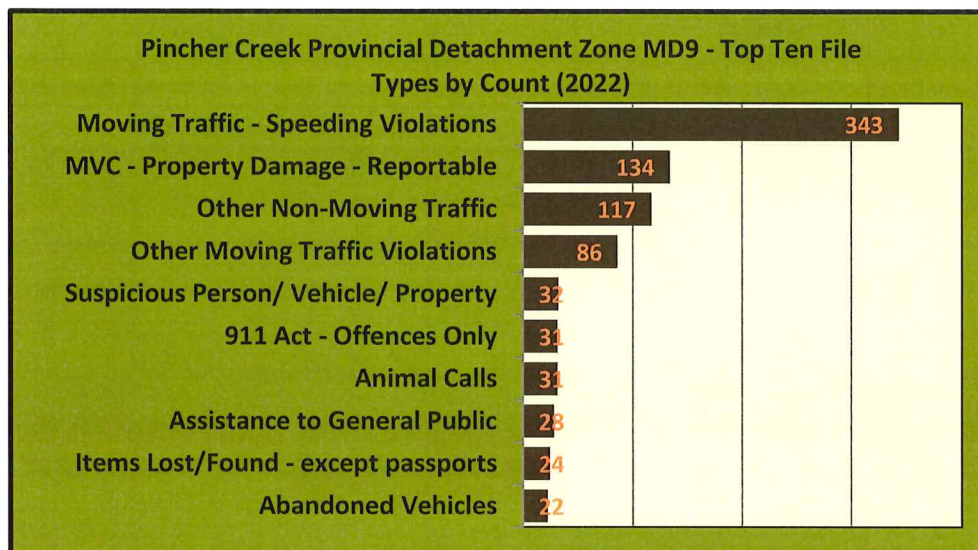
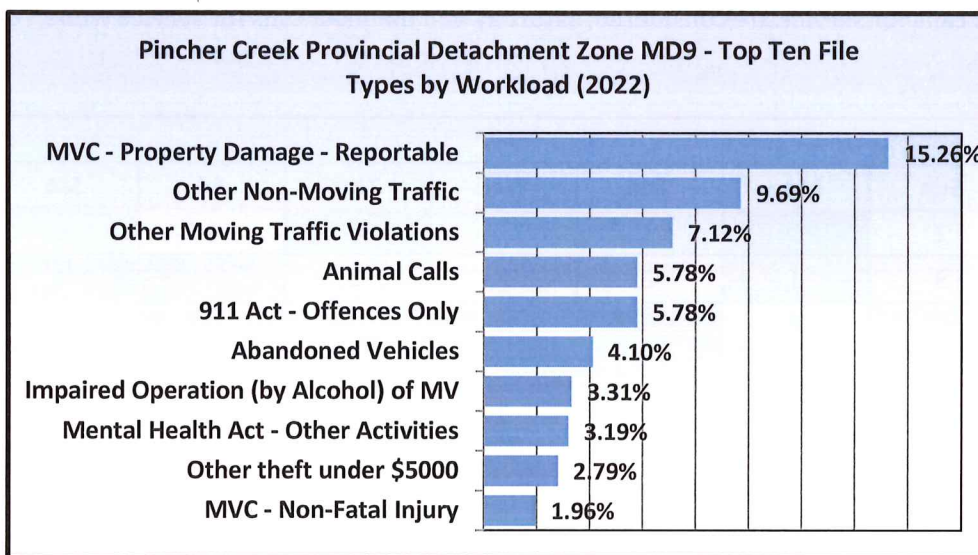
		Day							Total
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
H o u r o f t h e D a y	0	2	0	1	1	0	2	1	7
	1	3	1	2	3	1	0	0	10
	2	1	2	0	0	0	0	1	4
	3	1	1	0	0	0	1	0	3
	4	0	1	0	2	0	2	2	7
	5	1	3	2	0	0	2	0	8
	6	2	1	3	0	0	2	3	11
	7	3	1	2	3	2	2	2	15
	8	1	1	1	1	0	2	3	9
	9	2	1	2	1	2	2	4	14
	10	3	0	2	3	2	0	2	12
	11	5	2	3	2	3	1	4	20
	12	4	0	0	2	4	0	3	13
	13	1	2	1	3	1	3	4	15
	14	4	5	2	6	2	2	4	25
	15	3	4	2	3	1	5	6	24
	16	3	5	3	1	2	3	6	23
	17	8	1	0	2	4	5	4	24
	18	6	4	1	1	2	4	7	25
	19	7	4	3	7	1	3	5	30
	20	4	3	3	3	4	2	2	21
	21	2	3	0	2	3	5	5	20
	22	0	2	0	2	4	6	3	17
	23	2	1	1	1	0	2	4	11
<b>Total</b>		<b>68</b>	<b>48</b>	<b>34</b>	<b>49</b>	<b>38</b>	<b>56</b>	<b>75</b>	



## Pincher Creek Provincial Detachment (January - December) - Zone MD9

### Zone MD9 Top Ten File Types by Workload and by File Count:

The two graphs below show the top 10 files types that were generated for Zone MD9 in 2022 both by estimated workload and by frequency.





## Pincher Creek Provincial Detachment (January - December) - Zone PIN

### Zone PIN Generated file times:

The following chart illustrates when all PROS files were generated for Zone PIN. The chart ranges from least calls for service/files generated (green) to the highest number of calls for service/files generated (red) and is broken down by day (columns) and each hour of the day (rows).

Tuesday had the most files generated, while Sunday had the least.

		Day							Total
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
H o u r  o f  t h e  D a y	0	5	3	8	6	6	4	2	34
	1	6	3	6	3	4	4	3	29
	2	7	2	1	1	2	3	6	22
	3	6	2	4	0	1	2	5	20
	4	4	1	1	2	0	1	1	10
	5	2	2	2	1	1	0	2	10
	6	3	0	1	2	2	0	1	9
	7	2	3	0	1	1	0	0	7
	8	3	14	4	7	12	12	5	57
	9	2	13	15	13	13	3	8	67
	10	7	10	50	6	12	18	7	110
	11	12	18	20	14	15	14	9	102
	12	7	18	18	22	14	18	5	102
	13	8	15	13	13	16	12	6	83
	14	9	22	15	16	19	17	5	103
	15	6	15	26	25	21	21	13	127
	16	2	16	16	14	18	11	8	85
	17	9	7	5	5	7	10	7	50
	18	11	7	10	7	6	8	13	62
	19	8	9	14	10	9	12	10	72
	20	4	11	14	9	5	13	15	71
	21	6	9	11	10	8	11	7	62
	22	10	10	12	5	7	13	10	67
	23	8	6	1	6	6	11	9	47
Total		147	216	267	198	205	218	157	



## Pincher Creek Provincial Detachment (January - December) - Zone PIN

### Zone PIN Public Calls for Service (CIIDS Files):

The following chart shows calls for service for Zone PIN in 2022 broken down by day and hour of the day. There were 739 self-generated, front counter and proactive files created in Zone PIN accounting for 52.5% of all files generated in that zone. There were 669 calls for service from the public through an OCC for Zone PIN in 2022.

When just OCC calls for service are considered, Saturday had the most calls for service while Monday had the least.

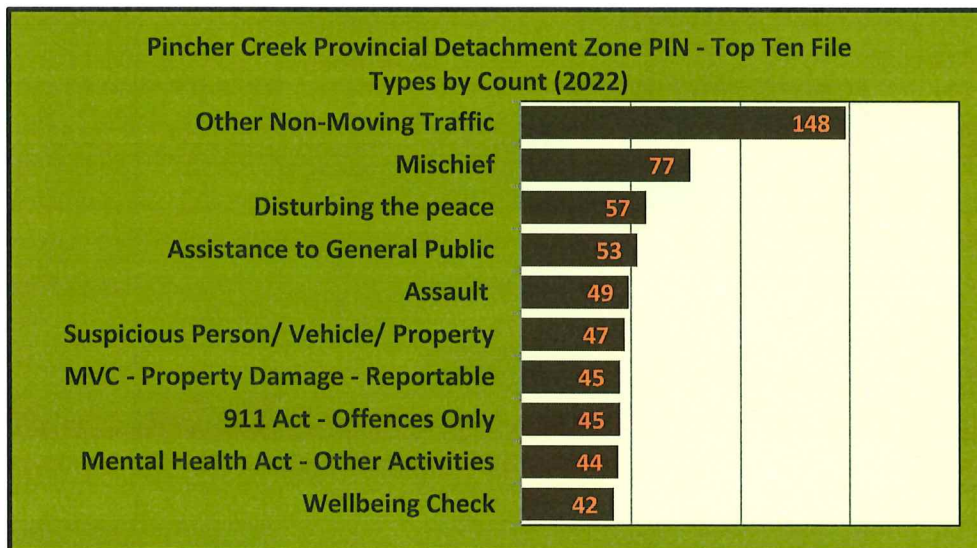
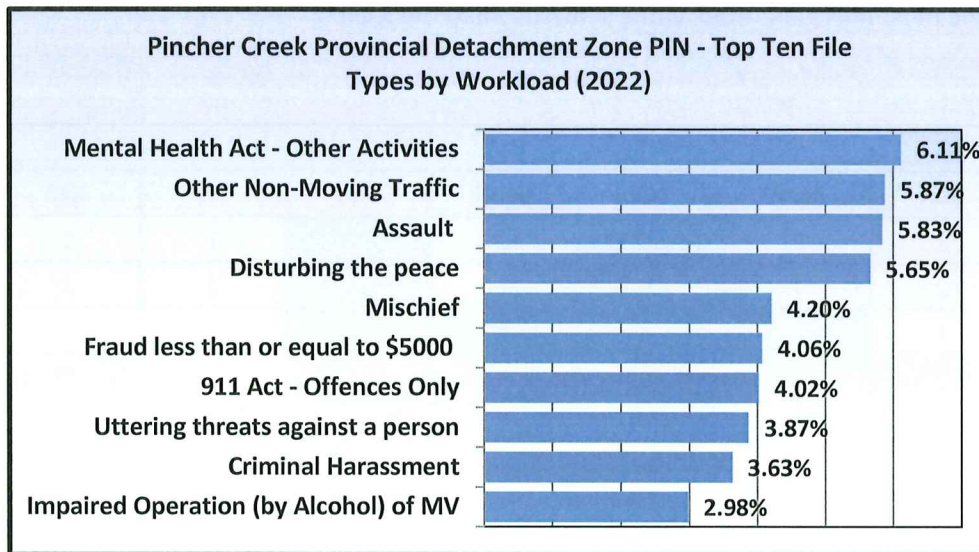
		Day							Total
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
H o u r  o f  t h e  D a y	0	3	0	7	6	2	3	1	22
	1	5	3	3	3	3	3	2	22
	2	6	2	1	1	1	3	5	19
	3	6	1	4	0	1	2	4	18
	4	4	1	1	2	0	1	1	10
	5	2	2	2	1	1	0	2	10
	6	2	0	1	2	2	0	1	8
	7	2	3	0	1	1	0	0	7
	8	3	2	0	1	4	3	5	18
	9	2	1	5	2	3	1	7	21
	10	6	2	5	4	1	6	6	30
	11	7	0	5	4	3	3	9	31
	12	4	6	5	5	3	9	2	34
	13	3	5	4	5	2	3	3	25
	14	5	4	2	4	7	6	2	30
	15	1	7	11	6	0	4	7	36
	16	1	2	10	3	5	1	7	29
	17	9	5	4	4	5	8	7	42
	18	11	4	7	6	6	5	10	49
	19	4	5	7	6	9	3	8	42
	20	4	6	9	5	5	7	7	43
	21	4	4	6	9	8	5	5	41
	22	9	5	9	5	6	9	7	50
	23	5	6	0	6	5	3	7	32
<b>Total</b>		<b>108</b>	<b>76</b>	<b>108</b>	<b>91</b>	<b>83</b>	<b>88</b>	<b>115</b>	



## Pincher Creek Provincial Detachment (January - December) - Zone PIN

### Zone PIN Top Ten File Types by Workload and by File Count:

The two graphs below show the top 10 files types that were generated for Zone PIN in 2022 both by estimated workload and by frequency.





## Pincher Creek Provincial Detachment (January - December) - Zone WPK

### Zone WPK Generated file times:

The following chart illustrates when all PROS files were generated for Zone WPK. The chart ranges from least calls for service/files generated (green) to the highest number of calls for service/files generated (red) and is broken down by day (columns) and each hour of the day (rows).

Saturday had the most files generated, while Thursday had the least.

		Day							Total
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
H o u r  o f  t h e  D a y	0	2	2	0	1	0	1	1	7
	1	2	1	1	1	0	1	1	7
	2	1	0	0	0	0	1	1	3
	3	0	0	0	0	0	1	0	1
	4	0	0	0	0	0	0	0	0
	5	0	0	0	0	0	0	0	0
	6	0	0	0	0	0	0	0	0
	7	0	0	0	0	0	0	0	0
	8	1	0	0	1	0	0	1	3
	9	0	2	0	2	0	1	2	7
	10	2	1	1	1	2	2	0	9
	11	1	0	0	1	1	0	0	3
	12	5	2	1	0	2	2	2	14
	13	1	2	0	0	0	1	2	6
	14	2	1	2	1	2	2	2	12
	15	2	2	2	0	0	0	5	11
	16	1	4	2	1	0	0	2	10
	17	2	0	1	0	1	1	2	7
	18	1	1	4	1	2	5	3	17
	19	1	0	1	2	0	0	1	5
	20	1	1	1	3	1	2	1	10
	21	1	0	0	0	1	0	4	6
	22	0	0	1	2	3	0	0	6
	23	1	1	0	0	0	2	2	6
<b>Total</b>		<b>27</b>	<b>20</b>	<b>17</b>	<b>17</b>	<b>15</b>	<b>22</b>	<b>32</b>	



## Pincher Creek Provincial Detachment (January - December) - Zone WPK

### Zone WPK Public Calls for Service (CIIDS Files):

The following chart shows calls for service for Zone WPK in 2022 broken down by day and hour of the day. There were 66 self-generated, front counter and proactive files created in Zone WPK accounting for 44% of all files generated in that zone. There were 84 calls for service from the public through an OCC for Zone WPK in 2022.

When just OCC calls for service are considered, Saturday had the most calls for service while Monday had the least.

		Day							Total
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	
H o u r  o f  t h e  D a y	0	2	2	0	1	0	1	1	7
	1	2	0	1	1	0	1	0	5
	2	1	0	0	0	0	1	1	3
	3	0	0	0	0	0	1	0	1
	4	0	0	0	0	0	0	0	0
	5	0	0	0	0	0	0	0	0
	6	0	0	0	0	0	0	0	0
	7	0	0	0	0	0	0	0	0
	8	1	0	0	1	0	0	1	3
	9	0	1	0	1	0	1	2	5
	10	1	0	0	1	1	1	0	4
	11	1	0	0	0	1	0	0	2
	12	3	0	0	0	1	1	1	6
	13	0	0	0	0	0	0	2	2
	14	1	0	0	1	0	0	1	3
	15	0	0	1	0	0	0	4	5
	16	1	2	2	0	0	0	2	7
	17	1	0	0	0	1	0	0	2
	18	1	1	2	0	1	4	1	10
	19	0	0	0	0	0	0	1	1
	20	1	1	1	1	1	1	0	6
	21	1	0	0	0	0	0	2	3
	22	0	0	1	2	2	0	0	5
	23	1	1	0	0	0	0	2	4
<b>Total</b>		<b>18</b>	<b>8</b>	<b>8</b>	<b>9</b>	<b>8</b>	<b>12</b>	<b>21</b>	

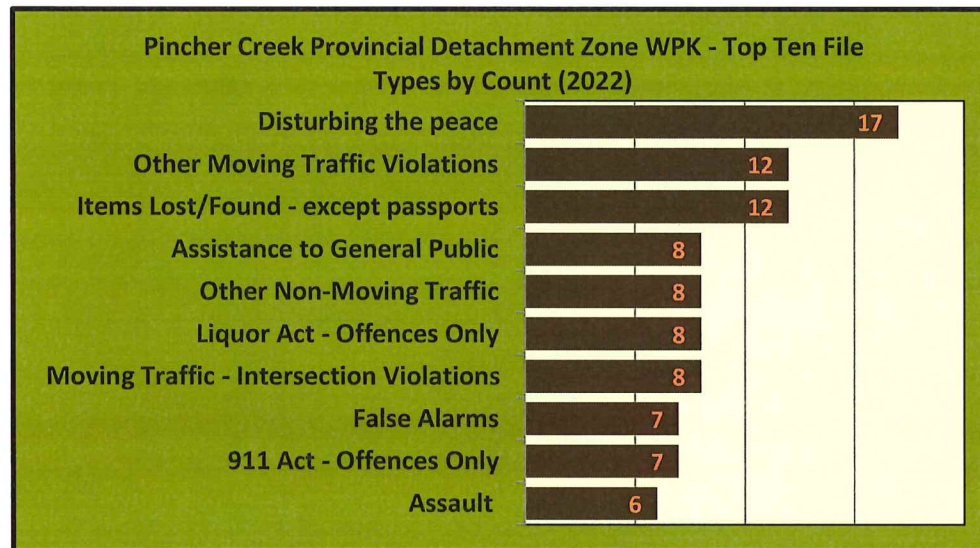
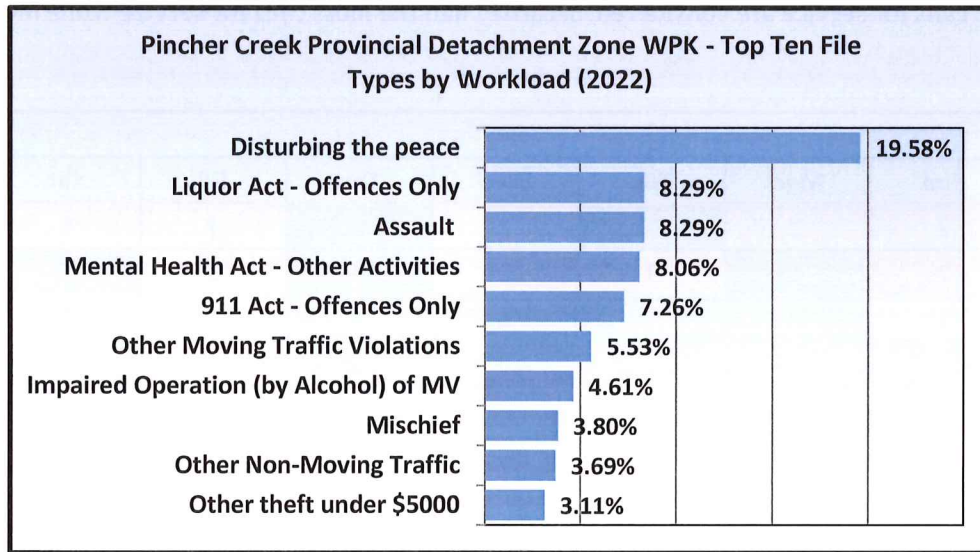




## Pincher Creek Provincial Detachment (January - December) - Zone WPK

### Zone WPK Top Ten File Types by Workload and by File Count:

The two graphs below show the top 10 files types that were generated for Zone WPK in 2022 both by estimated workload and by frequency.



# CHIEF ADMINISTRATIVE OFFICER'S REPORT

G4a

February 13, 2023 to February 24, 2023

## Discussion:

February 14	CUPE Talks
February 14	Council Committee and Council Meetings
February 16	Emerging Trends (Virtual)
February 20	Family Day
February 21	Creating a Culture of Commitment Workshop - Dr. Pagonis
February 21	Joint Town and MD Council Meeting
February 23	CUPE Negotiations
February 24	CUPE Negotiations

## Upcoming

February 28	Council Committee and Council Meetings
March 1	PW Safety Meeting
March 1	Climate Risk Scenario Assessment Workshop

## RECOMMENDATION:

That Council receive for information, the Chief Administrative Officer's report for the period February 13, 2023 – February 24, 2023.

Prepared by: CAO, Roland Milligan  Date: February 22, 2023

Respectfully presented to: Council Date: February 28, 2023

**Administrative Support Activity since last Council Meeting**  
**– prepared by Jessica McClelland, EA**

**Letters from last Council:**

Ranchlands Victim Services Society Re-Design Concerns  
Letter of Support – Miistakis Institute

**Advertising/Social:**

Highlighting Livingstone Ski Academy presenting to Council  
RCMP Town Hall Meeting

**Other Activities:**

Alberta Emergency Alert Training – new site goes live March 1, 2023  
Joint Council Meeting – February 21, 2023  
Registered for FOIP Training – starting March 2, 2023  
Invitations to Council:  
Lorne Thompson – checking his schedule, will be in early New Year  
Sunrise Solar Project – attending March 28, 2023

**Upcoming Meetings of Importance:**

Regular Committee, Council – February 28, 2023  
RCMP Town Hall Meeting – March 8, 2023 Council Chambers  
Regular Committee, Council – March 14, 2023



February 15, 2023

Attn: MD of Pincher Creek #9

CC: Town of Pincher Creek Council, Municipality of Crowsnest Pass Council

It has come to our attention that you are considering the implications of zoning changes in regard to campgrounds and other tourism related infrastructure in the region. As an advocate and industry representative, the South Canadian Rockies would like to share our views on the subject and request that we be notified when the topic is on future council agendas.

As promoters of the tourism in area, we feel passionately about ensuring a supportive environment for growth in the industry. We are however cognizant that growth of tourism needs to be measured against the various impacts to our existing communities.

We encourage the Council to embrace the opportunity for tourism economic development by undertaking a planning study to identify potential areas that are ideal for tourism development and create an area structure plan in the areas near to Waterton Lakes National Park and Castle Provincial Parks.

Future planning should identify preferred areas for development of campgrounds, commercial districts, accommodations, and high-density housing to allow for future staff accommodation needs created by economic growth. These preferred areas should be identified both from the natural suitability as well as in consultation with landowners who would be amenable to such developments in their proximity in the future.

As these issues are undoubtedly complex, we would look forward to working with Council to facilitate an industry and community consultation to assist in the consideration of these important concerns.

For your consideration we have also included with this submission several tourism industry reports that speak to the growing economic importance of tourism in our area and would look forward to discussing these impacts further as the planning process proceeds.

Thank you for considering this information and we look forward to working collaboratively with you on these issues on a go forward basis.

Sincerely,

Melissa Zoller

Chair of the South Canadian Rockies Tourism Association

Includes:

<https://silkstart.s3.amazonaws.com/b2ebfcf2-4888-4627-a802-b2e35317cd98.pdf>

<https://silkstart.s3.amazonaws.com/1fdef6e7-52b8-4061-9bf8-898306019b88.pdf>

**From:** [Shelley Stokke](#)  
**To:** [MDInfo](#)  
**Subject:** The Cowboy Show "Pincher Creek Ranch Rodeo" Sponsorship  
**Date:** February 22, 2023 2:52:17 PM  
**Attachments:** [The Cowboy Show Sponsorship Letter 2023.pdf](#)

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Good Afternoon:

I represent the Pincher Creek Ranch Rodeo (The Cowboy Show). As a Committee member we are very excited to be planning our event again this year. Last year we had a record amount of attendance and looking forward to the same this year.

This year we are putting on a Kids Ranch Rodeo in conjunction with our regular Ranch Rodeo. Every team that enters consists of 5 people which in most instances means 5 families per team. There are many little Cowboys and Cowgirls running around for the weekend. This year we are dedicating time for the Little's to have a few events.

I am sending this email asking for \$1000.00 cash sponsorship from the MD to help pay for prizes we give out for our event.

We thank you for the last years of sponsorship and hoping the MD of Pincher Creek will sponsor our Show again this year.

Attached is our sponsorship letter with all of the information regarding The Cowboy Show. Please email me or call me if you have any questions.

Looking forward to hearing back from you,  
Shelley

*Shelley Stokke*

**Administration III  
Pincher Creek Clinic  
Provincial Building  
Box 297 212-782 Main Street  
Pincher Creek, AB T0K 1W0**

**Phone: (403)627-1240 Fax: (403)627-1145**

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## **THE COWBOY SHOW PINCHER CREEK, ALBERTA**

THE COWBOY SHOW hosted by Pincher Creek Ag Society, JUNE 16th & 17th, 2023. The focus of our event is to provide a venue to display the traditions and craftsmanship of the working cowboy & cowgirl. Our goal is to offer our audience with an entertaining and educational weekend and our competitors with a top quality competition to compete in.

- Friday starts with the Ranch Horse Competition which gives our competitors, who are some of the top horse trainers and ranch hands in Canada, an opportunity to show the true bond between a rider and their horse by maneuvering through a ranch style obstacle course as well as roping an animal and showing their control of that animal as if in a doctoring situation on a ranch.
- Friday evening is the BUCK WILD event, this is a traditional ranch saddle bronc riding with a \$5000 cash prize payout, it draws competitors from Canada and the US and is a real crowd favourite.
- Saturday afternoon we host the Ranch Rodeo. This event consists of five person teams. We have teams that travel in from across Alberta, B.C and Saskatchewan. Pincher Creek was the first community in Canada to host such an event and currently has the longest running ranch rodeo of this type.

In addition, we host a trade show all weekend featuring some of Alberta's finest western artisans, a beer garden, concessions, saddle raffle, and a supper both nights. We are very proud of the growth our event has seen over the past several years, it is very well attended by our local community and has become a destination weekend by people from all over western Canada.

This letter is presented to you as a request for sponsorship for the Cowboy Show weekend. Your logo will go in our programs, a provided banner will be hung in the arena, sponsors will be listed on our Facebook page as well as announced repeatedly throughout the weekend.

We hope you will take our request into consideration. If you have any questions or require more information please call Shelley Stokke.  
403-635-7758

Sponsorship for this event can be directed to:  
Shelley Stokke  
PO Box 2046  
Pincher Creek, Alberta  
T0K 1W0

Please make cheques payable to the PC Ag Society OR e-transfer is available upon request.

We invite you to attend the Cowboy Show and experience what we have to offer first hand, this is a family event and has free admission, we hope to see you there!  
To stay on top the Cowboy Show events and news please follow along with us on Facebook, The Cowboy Show/Pincher Creek Ranch Rodeo.

Sincerely,

The Cowboy Show Committee

# RCMP Town Hall Meeting

Meet with Sgt Ryan Hodge of the Pincher Creek RCMP Detachment and have your voice heard on what policing priorities concern you.

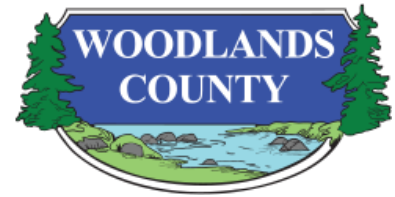
Date: March 8 at  
6:00pm

Location: MD of Pincher  
Creek Chambers

1037 Herron Ave,  
Pincher Creek, AB







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February 9, 2023

The Honourable Danielle Smith

EMAIL: premier@gov.ab.ca

Premier of Alberta

Office of the Premier

307 Legislature Building

10800 – 97 Avenue

Edmonton, AB T5K 2B6

Dear Premier Smith,

**Re: Trident Exploration Receivership & Positions Taken By the Alberta Energy Regulator (“AER”) and Orphan Well Association (“OWA”)**

---

The Counties of Stettler and Woodlands (the “Municipalities”) write this joint letter as a follow-up to our previous letter of April 6, 2021, respecting their efforts to recover unpaid property taxes from Trident Exploration. A copy of our April 6, 2021 letter is enclosed for reference. We write to advise you of a recent decision of the Court of King’s Bench that will further impair the ability of municipalities to recover unpaid taxes on oil and gas properties.

***Update: The Conclusion of Trident Exploration’s Receivership***

In our prior letter, we noted that:

- Trident Exploration, which owes an estimated \$7 million in taxes to the Municipalities collectively, was placed into receivership and its assets sold with the goal of reducing Trident’s unfunded end-of-life obligations (also called Abandonment and Reclamation Obligations (“ARO”)) as directed by the AER.

- Approximately half of the \$7 million in outstanding taxes arose after the receivership began, during the course of the sales process conducted for the benefit of the AER (in which the taxed oil and gas assets were kept in an assessable and taxable state).
- A significant portion of these post-receivership taxes were levied in relation to assets that were ultimately sold as part of the sales process – the sale of those assets contributed directly to the benefits generated from those sales (including the reduction in ARO).
- Although approximately \$900,000 in net proceeds had been realized from the sales process, the AER and OWA took the position that the Municipalities should receive **none** of these proceeds, and that such proceeds should instead generally be directed to the OWA. In other words, all municipal taxes that lawfully accrued during the nearly two-year sales process for Trident’s oil and gas assets, conducted for the AER and OWA’s benefit, were to be ignored in their view.

Since our prior letter, the AER and OWA took aggressive steps to argue their position before the Court of King’s Bench, forcing the Municipalities to defend their claims for post-receivership taxes before the Court. That resulted in the decision of *Orphan Well Association v. Trident Exploration Corp.*, 2022 ABKB 839 (“*Trident*”), a copy of which is also enclosed.

### **The *Trident* Decision**

In the Municipalities’ respectful view, the *Trident* decision should be a significant concern not only to all rural municipalities in Alberta, but to all Albertans.

In *Trident*, the AER and OWA were successful in establishing that *all* funds realized through a receivership should be paid towards unfunded ARO, ahead of even property tax obligations that arose *as a result of the receivership process*. The Court held that they were entitled to all of the sales proceeds in priority to the Municipalities, owing to their “super priority” for ARO granted by the Supreme Court of Canada case of *Orphan Well Association v. Grant Thornton Ltd.*, 2019 SCC 5 (the “*Redwater*” decision). In other words, the Municipalities were entitled to nothing and all their post-receivership taxes would go unpaid.

Previously, it had been unclear what the status of post-receivership taxes were in light of *Redwater* – it was known that all taxes accruing from *before* the receivership would be subordinate to the AER and OWA’s super priority, but post-receivership taxes were a different matter – however, this case determined that even post-receivership taxes (which only arise *because of the insolvency*) must be left entirely unaddressed in the face of any outstanding ARO.

The *Trident* decision also determined that the AER and OWA are entitled to call upon *all* proceeds of the Trident estate to be directed to ARO, *regardless* of what assets those proceeds were derived from. Even real property and equipment not subject to AER regulation – the Trident estate

included an office building located in Fort Assiniboine – were held to be subject to the AER’s super-priority. This is notable because in the recent case of *Manitok Energy Inc. (Re)*, 2022 ABCA 117, the Court of Appeal left the door open to the notion that assets “completely unrelated to the oil and gas business” (see paragraph 36 of that decision) may not need to be directed to ARO; now *Trident* seems to have shut that door, to the detriment of Municipalities and other stakeholders with interests in such assets.

We note that at the outset of the Trident receivership, the AER and OWA allowed the receiver to pay the pre-receivership taxes on the Fort Assiniboine office building to Woodlands County; in the wake of *Trident*, it now appears that this would no longer happen, and that even taxes on *parcels of land* must be subordinated to ARO. This places municipalities with significant landholdings owned by oil and gas companies into a position of risk, since if those companies become insolvent, the outstanding taxes on those lands must now rank behind the AER and OWA.

## **Our Concerns**

Ultimately, the *Trident* decision represents a continuation and an expansion of the same highly concerning trend that we noted in our previous letter, whereby it is municipalities (and other stakeholders) who are forced to bear the burden of unfunded ARO in place of the OWA, which was intended to be the industry-funded insurer of unfunded ARO. This was expressly acknowledged by the Court in *Trident*, which stated:

[66] In my view, *Redwater* shifts liability from “polluter-pay” to “everyone pays,” starting with all of those who have suffered financial losses in dealing with the insolvent company, and ending with the OWA, which spreads remaining losses between the Province of Alberta and industry.

The intent of the AER’s liability management regime was to require specific oil and gas companies to pay for their own end-of-life obligations, and for the OWA – with the support of industry funding through the AER-enforced OWA levy – to step in where they cannot. But instead, “polluter pays” has become “everyone pays, and the industry pays last”. Municipalities, their ratepayers, and other Albertan individuals and entities must now bear the burden of unfunded ARO ahead of the OWA and the industry it was intended to backstop.

And now, per *Trident*, this burden must be borne in even more situations than thought previously. Even assets that are wholly unregulated and unrelated to oil and gas activities must be diverted to the OWA’s cause first. And even tax debts that accrued *during* a receivership process conducted *for the express purpose of furthering the AER and OWA’s interests* need not be paid.

That the oil and gas industry, through the mechanism of the OWA, has such broad power to foist its liabilities onto other stakeholders (including entirely involuntary ones like municipalities) is unfair at the best of times. It is even more unfair following a year like 2022, where many oil and

gas companies enjoyed record profits, while municipalities and others saw their budgets strained by record inflation.

The Municipalities respectfully submit that a legislative or policy solution is needed to ensure that the industry is held accountable for its own environmental liabilities, and is no longer able to simply offload them onto other stakeholders using the mechanism of the OWA and the *Redwater* super priority.

### **Court's Comments on Municipal Tax Fairness**

The Court in *Trident* also commented on the fact that, because Trident's oil and gas assets were not abandoned during the receivership, they were still assessed by the Provincial Assessor and required to be taxed by the Municipalities (and incorporated into their annual budgets), even though the Municipalities could not recover those post-receivership taxes in the wake of Trident's outstanding ARO.

At paragraphs 81-82 of its decision, the Court noted that this situation "appears to place rural municipal governments in a very unfair position *vis-à-vis* the Province of Alberta". It further stated that "it seems to me that there is a structural unfairness at play here from a municipal taxation and finance perspective as between the provincial government and rural municipalities. If that is indeed the case, it needs to be addressed by the Province of Alberta."

In general, we would respectfully agree with the Court's statements. While the Municipalities appreciate that efforts have been made to address these concerns that the Court does not reference – such as the Provincial Education Requisition Credit ("PERC") program – the AER and OWA's super priority has nevertheless created a highly challenging situation for municipalities. Where an oil and gas company has become insolvent, and the AER and OWA appoint a receiver to conduct a sales process of the company's assets, municipalities are obligated to tax those assets and prepare its budget on the basis that it will receive those taxes – even though in light of *Redwater* and now *Trident*, we know that it will not. The result is unavoidable shortfalls in the municipality's operating budget, which must be made up (and paid by other ratepayers) in a subsequent year in accordance with section 244 of the *Municipal Government Act*.

We would invite the Province to consider legislative intervention to address this issue, including by providing municipal taxes with greater priority in the face of the AER's claims for unfunded ARO, and by altering how assets held within an oil and gas receivership form part of a municipality's assessment and tax base.

### **Conclusion**

We hope that the result in *Trident* will raise general awareness of the impact that the actions of the AER, and its delegate the OWA, have had on municipalities in Alberta. To this point, when municipalities have expressed concern to the AER about these issues, the AER has generally

treated them as suggesting that the AER should do their tax recovery work for them. This is reflected on the AER's website, where they include a notice that "The AER is not involved with the collection of unpaid municipal taxes... and does not have jurisdiction to take compliance or enforcement actions related to non-payment. Municipalities continue to be responsible for the collection and enforcement of their municipal taxes" (<https://www.aer.ca/providing-information/by-topic/liability-management>).

These statements fail to acknowledge the underlying problem that, through its zealous efforts to ensure that all of an oil company's other obligations are subordinate to ARO, the AER is *actively impeding* the ability of municipalities to recover unpaid taxes.

We hope that the Province will appreciate the significant unfairness represented by this situation and by the current state of the law, and would be willing to engage with us, other municipalities, and other stakeholders to explore solutions to these important issues. We look forward to working with the Province to ensure that Alberta's future is one where its oil and gas industry and its municipalities are both able to thrive. We look forward to any opportunity we may have to discuss these matters further.

Regards,



Larry Clarke, Reeve  
Stettler County



John Burrows, Reeve  
Woodlands County

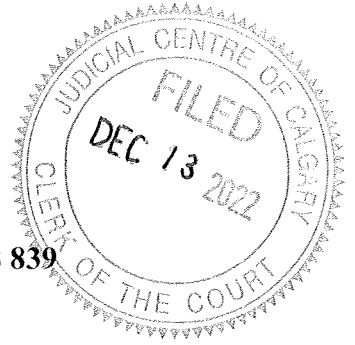
Enclosures

April 6, 2021 Correspondence  
*Orphan Well Association v. Trident Exploration Corp.*, 2022 ABKB 839

cc:

Rebecca Schulz, Minister of Municipal Affairs  
Peter Guthrie, Minister of Energy  
Nate Horner, Minister of Agriculture and MLA for Stettler-Drumheller  
Martin Long, MLA for West Yellowhead  
Glenn van Dijken, MLA for Athabasca-Barrhead-Westlock  
Paul McLauchlin, President, Rural Municipalities of Alberta ([pmclauchlin@rmaalberta.com](mailto:pmclauchlin@rmaalberta.com))  
RMA Member Municipalities

# Court of King's Bench of Alberta



**Citation: Orphan Well Association v Trident Exploration Corp, 2022 ABKB 839**

**Date:**  
**Docket:** 1901 06244  
**Registry:** Calgary

Between:

**Orphan Well Association**

Applicant

- and -

**Trident Exploration Corp., Trident Exploration (WX) Corp., Trident Exploration (Alberta) Corp., Trident Limited Partnership, Trident Exploration (Aurora) Limited Partnership I, Trident Exploration (2006) Limited Partnership I, and Fenergy Corp.**

Respondents

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**Reasons for Decision  
of the  
Honourable Justice R.A. Neufeld**

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## **I. The Trident Insolvency**

[1] Trident is a group of privately-owned oil and gas exploration and production companies and partnerships. As of May 2019, it held interests in approximately 4500 petroleum and natural gas wells across Alberta, of which 3700 were licenced to Trident as operator.

[2] On April 30, 2019, Trident issued a press release which advised that:

- 1) It had been engaged in discussions with the Alberta Energy Regulator (AER) and its lenders regarding restructuring, but without success;

2) As of April 30, 2019, its directors and management had resigned, and Trident had ceased operations and terminated all employees and contractors.

[3] Trident's primary obligations at the time consisted of:

- 1) Abandonment and reclamation obligations (ARO) associated with wells, facilities and pipelines estimated at \$407,000,000;
- 2) Secured debt in the amount of \$71,106,000;
- 3) Unsecured trade debts in the amount of \$18,920,921.

[4] The effect of Trident's decision was to walk away from its obligations. Its licences were turned back to the AER, and its ARO would be assumed by the Orphan Well Association (OWA): *Orphan Fund Delegated Administration Regulation*, Alta Reg 45/2001, s 3(1).

[5] The AER, assisted by former (and unpaid) Trident employees and contractors attended to the immediate task of safely suspending Trident's field operations.

[6] The OWA took the unusual step of applying to this Court for an order appointing a Receiver.

[7] Historically, such an order would have been sought by secured creditors, but with the evolution of case law recognizing a "super priority" for environmental remediation (including ARO for oil and gas operations) and the magnitude of Trident's ARO, a different approach was considered appropriate.

## **II. Mandate of the Receiver**

[8] The primary objective of the Receivership was to reduce the Trident ARO that would ultimately rest with the OWA. This was to be accomplished by selling the Trident assets to solvent oil and gas companies who were willing and able to assume environmental liability for the assets involved.

[9] The sales process was presented to the Court for approval. As asset sales were made, they too were presented to the Court for approval such that ownership of purchased assets would vest free and clear of all claims. These approvals were all granted without opposition as the process unfolded.

[10] At the outset, the Receiver sought advice from the sales agent, Veracity, about whether certain Trident licenced oil and gas assets should be operated pending sale to generate cashflow. The Receiver reported to the Court that, as part of its analysis, it considered all costs that would be incurred if operations were restored, including property taxes among other variable costs.

[11] The Receiver concluded that it would be uneconomic to operate Trident's assets and focused only on immediate steps for ensuring safe shut-in. As a result, throughout the Receivership proceedings, the Receiver did not pay other post-filing operational expenses, similar in nature to property taxes that would be incurred by a normal oil and gas company, including surface rentals, AER/OWA levies and payments for mineral leases, among other variable costs.

[12] When licenced oil and gas assets were sold, the purchaser assumed the ownership liabilities and ARO for those assets. The terms of sale did not include assumption of outstanding

municipal tax obligations or purchase price adjustments in that regard. However, all 19 affected municipalities were given notice of applications within the Receivership proceedings.

[13] A different approach was used in the sale of two real estate parcels which did not contain licenced oil and gas assets. Those sales contained adjustments for outstanding municipal taxes as is standard real estate conveyancing practice.

### **III. Current Status**

[14] The Receiver reported in its August 15, 2022, Supplement to the 8<sup>th</sup> Report of the Receiver, that it views the sales process as successful because an estimated \$266,000,000 (or 66%) of Trident's ARO was transferred to solvent oil and gas producers. This resulted in the continued operation of a significant number of assets to the benefit of all stakeholders. A further \$5,000,000 was applied for and received under the Federal Site Rehabilitation Program, which was sufficient to partially abandon approximately 300 wells.

[15] At present, the Receiver holds approximately \$900,000 in remaining funds, some or all of which was generated through the sale of non-licenced assets owned by Trident, such as real estate and machinery. The Receiver seeks advice and direction regarding the distribution of those funds. The AER/OWA contend that they should receive the funds pursuant to their super priority recognized in recent case law. The County of Kneehill, the County of Stettler and Woodland County argue that they should share in the proceeds as they also have a priority arising out of unpaid municipal taxes for Trident wells, pipelines and production facilities that accrued post-Receivership. The counties will be collectively referred to as the "Municipalities".

### **IV. Issues**

[16] The Receiver's request for advice and directions raises two issues:

- 1) whether the AER/OWA is entitled to call on the proceeds of sale of all of Trident's assets, including realty; and
- 2) whether such entitlement takes precedence over municipal tax obligations that were incurred post-receivership in relation to licenced oil and gas wells pipelines and production facilities. If not, should the remaining funds be shared between the AER/OWA and the Municipalities?

[17] I have determined that the answer to both questions is yes. The AER/OWA is entitled to call on the proceeds of sale from all of Trident's assets and their entitlement takes precedence over municipal tax obligations because of the AER/OWA super priority over the funds in question.

### **V. Entitlement of the AER**

[18] In recent years, the obligation of Receivers to undertake abandonment and reclamation of oil and gas facilities before distribution of funds to creditors has been widely characterized as a "super priority." To understand why that is so, it is necessary to first review the process used under the *Bankruptcy and Insolvency Act*, RSC 1985 c B-3 [BIA], as amended for resolving claims against the debtor's estate.



## **A. Insolvency Process**

[19] Under the *BIA*, the monetization of assets and distribution of funds to creditors is done in a common proceeding. Existing actions against the debtor are stayed. Creditors are given the opportunity to submit claims for amounts owed at the time of bankruptcy or receivership. The trustee or receiver, whichever it may be, is tasked with monetizing the assets of the estate and considering the validity of the claims. That is, whether the debts alleged are owed and in what amount. The trustee or receiver may seek advice and directions on these issues, and to facilitate the monetization of assets, may obtain orders approving a sales process and individual sales so as to vest the assets in the purchaser free and clear of claims.

[20] Throughout the process, interested stakeholders are given notice of applications within the insolvency proceeding and an opportunity to participate.

[21] From time to time, the trustee or receiver may also seek approval to make interim distributions to creditors having provable claims and advice and direction regarding matters such as the validity of securities, the priorities among creditors and the interim or final distribution of estate proceeds.

[22] Not all obligations owed by a debtor will give rise to a claim provable in bankruptcy. Provable claims are defined at *BIA* s. 121(1) to be:

All debts and liabilities, present or future, to which the bankrupt is subject on the day on which the bankrupt becomes bankrupt or to which the bankrupt may become subject before the bankrupt's discharge by reason of any obligation incurred before the day on which the bankrupt becomes bankrupt shall be deemed to be claims provable in proceedings under this Act.

[23] Non-provable claims will continue after the insolvency proceeding has been completed. With the lifting of the stay of proceedings, they may continue to be pursued in the normal course. They cannot, however, be resolved within the insolvency process itself.

## **B. Abandonment and Reclamation Obligations**

[24] The appropriate treatment of environmental obligations of an estate in bankruptcy or receivership within the common proceeding rubric has been the subject of considerable debate and jurisprudence in recent years.

[25] A series of cases decided by the Supreme Court of Canada and the Alberta Court of Appeal have provided direction.

### **1. Northern Badger**

[26] The first was *Pan Americana de Bienes y Servicio v Northern Badger Oil & Gas Limited*, 1991 ABCA 181 [*Northern Badger*]. In that case, a creditor of Northern Badger obtained a receivership order and subsequently a bankruptcy order.

[27] Northern Badger was the licenced operator of 33 wells. Northern Badger's receiver agreed to sell 21 wells and advised the Energy Resources Conservation Board (ERCB) shortly after the sales agreement that the remaining 12 wells had not been sold. In result, 7 wells were passed back to the receiver. When the receiver sought a discharge and proposed to distribute remaining cash on hand ( \$226,000) to Pan Americana, the ERCB responded by obtaining an order in council requiring the receiver to abandon the 7 wells at an estimated cost of \$220,000.

[28] Pan Americana challenged the constitutionality of the abandonment order, arguing that Alberta could not compel a receiver/manager to incur abandonment costs that would be at the expense of secured creditors as this would violate the priorities stipulated under the federal *BIA*. The chambers judge agreed and directed the receiver/manager to disregard the provincial abandonment order.

[29] The Alberta Court of Appeal overturned the decision of the chambers judge. The Court held that the ERCB was not acting as a creditor in issuing the order. Rather, the ERCB was enforcing a public law. The ERCB could have become a creditor if it had undertaken the abandonment itself, and thereby become a creditor by virtue of the provisions of the *Oil and Gas Conservation Act*, RSA 2000, c O-6 [*OGCA*]. But the ERCB had not done so.

[30] The Court went on to hold that a court-appointed receiver has an obligation to obey laws of general application. The receiver is not entitled to pick and choose only profitable wells for operation and sale, leaving behind wells whose environmental liabilities exceed potential revenue for the benefit of secured creditors. In result, the receiver/manager was found to be personally liable for the abandonment costs – a finding that created considerable controversy in the financial and insolvency fields.

[31] Following *Northern Badger*, the *BIA* was amended to shield receivers from personal liability. The debate continued, however, about how environmental orders issued by regulatory authorities were to be characterized within an insolvency proceeding. That is, whether such orders created obligations to the public writ large or could or should be subject of proof in an insolvency proceeding (either as a subsisting debt or obligation that can be translated to a monetary value).

## 2. *Abitibi*

[32] The answer to that question was provided by the 2012 decision of the Supreme Court in *Newfoundland and Labrador v AbitibiBowater Inc*, 2012 SCC 67 [*Abitibi*].

[33] Abitibi was a multi-national company that had operated a pulp and paper business in Newfoundland and Labrador for over 100 years. The company was in financial distress. It made a proposal for insolvency protection under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 [*CCAA*], and closed its operations in the province, which put many people out of work.

[34] The provincial government responded with legislation expropriating Abitibi's assets and made known its intent to undertake remediation of the expropriated lands. It then issued a series of orders requiring the company to conduct that remediation.

[35] The chambers judge presiding in the *CCAA* proceeding found that when the remediation orders were issued, it was fully expected that the government would be remediating the Abitibi sites. The purpose of the orders was to obtain funds from the Abitibi estate to defray the cost of remediation.

[36] The Supreme Court affirmed that an environmental remediation order can constitute a monetary claim in some circumstances. When it does, it is subject to resolution within an

insolvency proceeding, and has no higher priority than that accorded to environmental claims in the *CCAA vis-à-vis* the claims of other creditors.

[37] To determine whether an environmental protection order is, in substance, a provable claim, the Court must assess: (1) whether the regulator has advanced a claim as a creditor; (2) whether the asserted debt, liability or obligation, existed at the time of insolvency; and (3) whether it is possible to assign a monetary value to the claim: at para 26. The Court held that each criterion was met given the findings of fact made by the *CCAA* court.

[38] Accordingly, the Newfoundland and Labrador claim was subject to the *CCAA* proceeding, and the priorities established under the *CCAA*: at para 19.

### 3. *Redwater*

[39] While not necessarily inconsistent with the reasoning of the Alberta Court of Appeal in *Northern Badger*, the approach used in *Abitibi* created uncertainty regarding the treatment of abandonment and reclamation orders in insolvency proceedings for Alberta oil and gas companies.

[40] Although subject to environmental laws of general application, the primary regulator of oil and gas exploration and production activities in Alberta is the AER, a successor to the ERCB involved in the *Northern Badger*. The AER administers a program designed to ensure, at the licencing (and licence transfer) stage, that operators will have sufficient liquidity to meet end-of-life obligations at wells, production facilities and pipelines. When an insolvency occurs, the AER may, as a matter of practice, participate in the proceedings as an interested party, including reviewing proposed asset dispositions and deciding on licence transfer requests. It may also issue formal abandonment and reclamation orders. If licences are ultimately turned back to the AER by a receiver as unmarketable, the abandonment and reclamation responsibility transfers to the OWA.

[41] The OWA is established under Alta Reg 45/2001. It operates under the aegis of the AER, and is jointly funded by government and industry.

[42] Given the Supreme Court's reasoning in *Abitibi*, it was uncertain whether ARO's would in substance constitute provable claims in an insolvency or create binding but non-monetary regulatory obligations. If the former, the AER would be subject to the proof of claim and priorities process. If the latter, its orders would need to be complied with to the extent possible before distribution of funds and creditors.

[43] This uncertainty was addressed in *Orphan Well Association v Grant Thornton Ltd*, 2019 SCC 5 [*Redwater*].

[44] Redwater was an oil and gas exploration and production company. It owned a variety of wells, production facilities and pipelines. Some had value greater than their estimated abandonment and reclamation costs. Some did not.

[45] On insolvency, Redwater's receiver sought approval of a sales process that would allow the receiver to sell economic assets and renounce and disclaim uneconomic assets. The AER responded with abandonment orders for the assets which the receiver sought to renounce. The chambers judge declared that disclamation was allowed and the receiver was not subject to any obligations under the Abandonment Orders for disclaimed assets pursuant to s. 14.06(4)(a)(ii)

and (c) of the *BIA*. The chambers judge concluded that, in the circumstances, the Abandonment Orders were intrinsically financial according to the *Abitibi* test and therefore subject to the statutory claims and priorities process.

[46] The Alberta Court of Appeal upheld the decision of the chambers judge: *Orphan Well Association v Grant Thornton Limited*, 2017 ABCA 124. Speaking for the majority, Slatter J.A. found that there was sufficient certainty of abandonment and reclamation taking place. The AER was a creditor notwithstanding the interposition of the OWA in the eventual abandonment and reclamation activities themselves. Justice Martin (as she then was) disagreed, stating as follows:

The province has to be able to maintain control over the transfer of well and pipeline licences during a bankruptcy and there is no reason why that regulatory requirement cannot co-exist with the distribution of a debtor's estate. The trustee must comply with the licensing requirements during the bankruptcy process. The trustee cannot, for example, transfer AER-issued well licences to an unqualified licensee; AER approval is required for any transfer. Similarly, the trustee must comply with the LLR program when seeking to transfer licences. The requirement to post security as part of the licence transfer is not, in my view, a "debt" owed to the AER or the province. It is part of the conditions attached to the licence. The AER does not become a creditor when it seeks to enforce the licence conditions, whether it does so by the issuance of abandonment orders or otherwise. On appeal to the Supreme Court, it was held that the Abandonment Orders did not fit within the *Abitibi* test. The AER was acting as a regulator, in pursuit of the environmental protection, not as a creditor, who stood directly gain in the outcome, as was the case in *Abitibi*.

[47] The Supreme Court of Canada overturned the Court of Appeal, agreeing with the dissent. Chief Justice Wagner, for the majority, explained at paras 135 and 136:

Based on the analysis in *Northern Badger*, it is clear that the Regulator is not a creditor of the Redwater estate. The end-of-life obligations the Regulator seeks to enforce against Redwater are public duties. Neither the Regulator nor the Government of Alberta stands to benefit financially from the enforcement of these obligations. These public duties are owed, not to a creditor, but, rather, to fellow citizens, and are therefore outside the scope of "provable claims". I do not intend to suggest, however, that a regulator will be a creditor only where it acts exactly as the province did in *Abitibi*. There may very well be situations in which a regulator's actions fall somewhere between those in *Abitibi* and those in the instant case. Notably, unlike some previous cases, the Regulator has performed no environmental work itself. I leave such situations to be addressed in future cases in which there are full factual records. Here, it is clear that the Regulator is seeking to enforce Redwater's public duties, whether by issuing the Abandonment Orders or by maintaining the LMR requirements. The Regulator is not a creditor within the meaning of the *Abitibi* test.

I reject the suggestion that the foregoing analysis somehow overrules the first prong of the *Abitibi* test. The facts in *Abitibi* were not comparable to the facts of this appeal. Although this Court discussed *Northern Badger* in *Abitibi*, it merely referenced the subsequent amendments to the *BIA*, and did not overturn the earlier

decision. The Court was clear that the ultimate outcome “must be grounded in the facts of each case” (para. 48). The dissenting reasons claim that, given the foregoing analysis, it will be nearly impossible to find that regulators are ever creditors. *Abitibi* itself shows this not to be the case. Furthermore, as I have said, there may well be cases that fall between *Abitibi* and the present case. However, if *Abitibi* is read as requiring only a determination of whether the regulator has exercised an enforcement power, it will in fact be impossible for a regulator *not* to be a creditor. The dissenting reasons do not seriously deny this, merely suggesting that regulators can publish guidelines or issue licences. The Regulator does both, yet, under the approach taken in the dissenting reasons, it is powerless to take any practical steps in the public interest regarding its guidelines or licences without qualifying as a creditor. As I have explained, *Abitibi* clearly contemplates a place for regulators who are not creditors.

[48] In making this finding, the Supreme Court made it clear that the basic legal and policy considerations articulated in *Northern Badger* had not changed and did so with specific reference to Alberta’s orphan well program. It is clear therefore that abandonment of oil and gas wells in Alberta is considered an overarching public duty. The Regulator does not become a creditor in enforcing such obligations and is not advancing a “non-provable” claim against the estate on behalf of the public. The Regulator may become a creditor if it incurs costs and asserts a statutory debt, but that is a choice for the Regulator to make.

[49] These underlying legal and policy principles were reinforced and restated in a recent decision of the Alberta Court of Appeal, *Manitok Energy Inc (Re)*, 2022 ABCA 117 [*Manitok*].

#### 4. *Manitok*

[50] The chambers judge in *Manitok* approved a proposed sales process in which the receiver of an oil and gas company would apply the sales proceeds of a group of wells and production facilities against the abandonment and reclamation costs of those assets only, leaving a surplus to be distributed to creditors. Other uneconomic assets would be disclaimed and turned back to the AER/OWA. The chambers justice found that such an approach was consistent with *Redwater*, based on findings made by the Supreme Court of Canada at para 159, where it stated:

Accordingly, the end-of-life obligations binding on GTL are not claims provable in the Redwater bankruptcy, so they do not conflict with the general priority scheme in the *BIA*. This is not a mere matter of form, but of substance. Requiring Redwater to pay for abandonment before distributing value to creditors does not disrupt the priority scheme of the *BIA*. In crafting the priority scheme set out in the *BIA*, Parliament intended to permit regulators to place a first charge on real property of a bankrupt affected by an environmental condition or damage in order to fund remediation (see s. 14.06(7)). Thus, the *BIA* explicitly contemplates that environmental regulators will extract value from the bankrupt’s real property if that property is affected by an environmental condition or damage. Although the nature of property ownership in the Alberta oil and gas industry meant that s. 14.06(7) was unavailable to the Regulator, the Abandonment Orders and the LMR replicate s. 14.06(7)’s effect in this case. Furthermore, it is important to note that Redwater’s only substantial assets were affected by an environmental condition or damage. Accordingly, the Abandonment Orders and LMR

requirements did not seek to force Redwater to fulfill end-of-life obligations with assets unrelated to the environmental condition or damage. In other words, recognizing that the Abandonment Orders and LMR requirements are not provable claims in this case does not interfere with the aims of the *BIA* — rather, it facilitates them.

[51] On appeal, the Alberta Court of Appeal noted that para 159 of *Redwater* presents interpretational challenges. Notwithstanding those challenges, it remained that the division of assets and liabilities endorsed in chambers would undermine the basic principles articulated in *Northern Badger* and *Redwater* and could not be endorsed. At para 29, the Court writes:

This interpretation would render *Redwater* meaningless. If the proceeds of the sale of the bankrupt corporation's valuable assets cannot be used to reclaim "unrelated assets" there would never be any proceeds available to satisfy public abandonment and reclamation obligations. The assets that are going to be disclaimed by a receiver or trustee because they are overwhelmed by abandonment and reclamation obligations are always going to be "unrelated" under this approach. The disclaimed and orphaned assets cannot, by definition, be sold because of their abandonment and reclamation obligations. Unless the sale proceeds of the valuable assets are available to satisfy those obligations, they can never be satisfied.

[52] Intervenor municipalities argued in *Manitok* that the phrase "assets unrelated to environmental condition or damage" used in *Redwater* means that the proceeds or value of non-oil and gas assets are not available for the satisfaction of abandonment and reclamation obligations: at para 33. The Court acknowledged at paras 35 and 36 that one could read para 159 of *Redwater* as excluding resort to such assets, but expressed skepticism before declining to resolve the issue:

One could read para. 159 of *Redwater* as excluding resort to "unrelated" non-oil and gas assets to cover abandonment and reclamation costs. However, as was pointed out by the Orphan Well Association, the reasons in *Redwater* refer repeatedly to the "assets of the estate", without drawing any such distinction: see for example *Redwater* at paras. 76, 102, 107, 114. Further, there is no clear boundary between licensed assets and other assets. For example, the sale to Persist (like many similar sales) included not only licensed assets but oil and gas rights, royalty rights, intellectual property, seismic data, vehicles and other chattels. *Redwater* gives no support to the municipalities' argument.

In the final analysis, the assets sold to Persist appear to be indistinguishable from the type of assets that the trustee in *Redwater* sold. *Redwater* confirms that the proceeds of the sale of those assets must be applied first towards the satisfaction of abandonment and reclamation obligations. To the extent that there is any issue about it, the status of assets completely unrelated to the oil and gas business can be left for another day.

## VI. Is the Receiver Obligated to Pay Municipal Taxes Post-Insolvency?

[53] Although the Court of Appeal left the door slightly open for municipalities to argue that not all assets of an insolvent oil and gas are subject to the AER super priority, the Municipalities

in this proceeding do not do so. Nor do they dispute the fundamental finding in *Redwater*: that the ARO must be addressed by a Receiver to the extent reasonably possible and this must be done before distributions can be made. (Hence the term “super priority”).

[54] Rather, the Municipalities argue that the remaining funds should be shared with them because:

1. This case involves competing entitlements to proceeds by entities having non-provable claims, the AER claim pursuant to *Redwater* and the Municipalities claim for unpaid post-insolvency taxes under the *MGA*, with both claimants having a public interest mandate and neither having priority over the other. Hence, the benefits should be shared.
2. The Receiver was obligated to pay property tax on Trident’s assets from its appointment to the date of sale or transfer back to the AER, as a Receivership expense. As an officer of the Court, the Receiver is bound to pay those as they accrue during the receivership.
3. Receivers are appointed pursuant to the *Judicature Act*, so the court may order an equitable division of remaining proceeds in the proportions it sees fit.

[55] The AER/OWA do not dispute that the municipal taxes continued to accrue post-insolvency. Rather, the AER/OWA argue that the Receiver is not required to pay the municipal taxes outside of the priority scheme because:

1. The AER/OWA do not compete with the municipal taxes for priority. ARO is paid in priority because it is a non-monetary regulatory order, not a non-provable claim. Municipal taxes, as a non-provable claim, are subject to the priority sequence.
  2. The Receiver is not liable to pay the municipal taxes because they are not “necessary costs of preservation” as the assets were not operated and payment of the taxes would not be for the benefit of all parties. And in any event, it is too late for the Municipalities complain that economic assets were sold without adjustment for municipal taxes. The time for such complaints was when the sales process was presented to the Court for approval.
  3. Fairness and equity are not justifications to disregard clear and established principles which govern insolvency.
- A. Does the Obligation to Pay Municipal Taxes Post-Receivership Confer a Priority on Municipal Governments that is Parallel to the Super Priority of the AER/OWA?**

[56] The municipal taxes owed by Trident may be considered in three categories based upon when the taxes arise. The taxes arise either pre-insolvency, post-insolvency, or post-sale of the assessed assets.

[57] The Municipalities acknowledge that the municipal taxes owing when the Receiver was appointed constitute debts that would need to be proved. As there will be no proceeds available for provable claims, the Municipalities would receive nothing for these claims, even though they

have statutory priority against creditors other than the Crown (which includes the AER) under the *MGA*: s. 348(c).

[58] Similarly, the Municipalities also recognize that the post-sale municipal taxes constitute debts payable by the purchasers of Trident's assets. A claim for those taxes in bankruptcy, if it was ever to arise, would likely also constitute a provable claim against the purchaser subject to the priority scheme.

[59] However, in the interim period, bookended by periods of taxes as provable claims, the Municipalities argue that post-insolvency municipal taxes become non-provable claims subject to a super priority similar to ARO. This is because both the AER/OWA and the Municipalities have a public interest mandate and the Receiver has an obligation to pay municipal taxes, particularly for assets whose operation is simply suspended pending sale rather than destined for abandonment. Therefore, the municipal taxes should similarly be paid outside and in advance of the insolvency regime. The Municipalities point to the *Manitok* insolvency as an example of such payments being made pursuant to the sales process presented to and approved by the court.

[60] There is no doubt that municipal governments provide necessary and valuable services to their communities. Many would argue that municipal government is the most efficient and valuable level of all. All community members bear responsibility to support their municipal government by paying property taxes, service levies and the like. But it is not as clear that the payment of municipal property taxes has any higher public interest component than obligations such as paying a farmer surface lease rentals for an expropriated wellsite or pipeline right-of-way post-insolvency, paying trade creditors for pre-insolvency debts, or even paying municipalities for outstanding pre-insolvency municipal taxes.

[61] I agree with the OWA that the assertion of a parallel priority based on the public interest as between two holders of non-provable claims is based on a flawed interpretation of *Redwater*, which makes it clear that the OWA's entitlement to the proceeds of sale is not a claim on the estate that is subject to a determination of priorities. That is the essence of a "super priority" as that term has evolved.

[62] The OWA's entitlement is addressed outside of the insolvency regime because it is a non-monetary obligation which cannot be reduced to a provable claim through the test in *Abitibi*, not because it is non-provable. Producers, like Trident, have a legal obligation to ensure their wells are safely abandoned and reclaimed. The OWA acts as a safety net to ensure that those obligations are satisfied by ensuring that reclamation work is ultimately performed. Of course, a dollar figure can be put on end-of-life obligations, but that cost is what is necessary to satisfy the obligations of producers and ensure that wells are safely abandoned and reclaimed. The cost is not levied to generate revenue for the program. That is why the OWA entitlements "define the contours of the bankrupt estate available for distribution": *Redwater* at para 160.

[63] Municipal taxes, on the other hand, are neither a non-monetary obligation nor incompatible with the *Abitibi* test. The purpose of municipal taxes is to generate revenue for the municipality: *Smoky River Coal Ltd, Re*, 2001 ABCA 209 at para 32. The only obligation on the taxpayer is to pay tax. There is no other corresponding regulatory obligation. And, indeed, the *MGA* makes clear that taxes "are recoverable as a debt due to the municipality" and that a taxpayer is a debtor: s. 348, s. 348.1. Taxes are evidently a monetary obligation.



[64] Even if I accepted that this case described a competition between claims, the legislation provides instruction about the order in which claims are to be paid. The Municipalities' claims "take priority over the claims of every person except the Crown": *MGA*, s. 348(c). On a plain reading of the *MGA*, the legislature has contemplated where the claims of the Municipalities rank in the priority scheme. And that is second to the Crown.

[65] There are those who might characterize the outcome of *Redwater* as shifting liability for environmental remediation in the oil and gas industry from "polluter-pay" to "lender-pay." I disagree.

[66] In my view, *Redwater* shifts liability from "polluter-pay" to "everyone pays," starting with all of those who have suffered financial losses in dealing with the insolvent company, and ending with the OWA, which spreads remaining losses between the Province of Alberta and industry. This includes secured creditors who have lent money to the insolvent entity in good faith, trade creditors who have provided goods or services and remain unpaid, landowners who have hosted the wells, pipelines and production facilities, and municipal governments who are owed taxes dating back to pre-insolvency, among many others. The essence of the AER super priority is that it is not subject to prioritization because the obligation must be met before a distribution can be made to anyone else. It defines the contours of the funds that may be available for distribution.

[67] I also find that the assets subject to the AER super priority are not limited to licenced oil and gas wells, pipelines and production facilities. Trident had certain real estate assets that were used for office or equipment storage and the like. However, Trident had only one business: exploration and production of oil and gas. It makes no sense to differentiate real estate assets from other assets used in that business, just as it made no sense in *Manitok* to carve out economic licensed assets from uneconomic ones. In either case, the result would be to undermine the policy purposes upon which the super priority principle is based.

#### **B. Are Post Insolvency Municipal Taxes a Necessary Cost of Preservation of Assets?**

[68] The Municipalities argue that municipal taxes can and should be paid by a Receiver as part as "necessary cost of preservation of assets," and the public interest: See *Toronto Dominion Bank v Usarco Ltd* (1997), 50 CBR (3d) 127, 1997 CanLII 12417; *Hamilton Wentworth Credit Union Ltd v Courtcliffe Parks Ltd* (1995), 23 OR (3d) 781, 1995 CanLII 7059; *Robert F Kowal Investments Ltd et al v Deeder Electric Ltd* (1975), 9 OR (2d) 84, 59 DLR (3d) 492 [*Kowal Investments*]. The Municipalities conclude that:

The unique difficulty here is that because both unpaid post-insolvency taxes and unfunded ARO constitute non-provable claims, we essentially have a priorities contest involving two interests that dwell outside the priorities scheme.

The Municipalities agree with the Receiver that there is no legislation nor reported court decisions which give guidance as to how these non-provable claims should be treated as against each other. This makes allocating funds between these claims, which are not "provable claims", a somewhat novel exercise.

[69] The AER/OWA dispute that the payment of post-insolvency municipal taxes was a necessary cost of preservation of estate assets. They say that such costs were not necessary to allow assets to be operated, as the Receiver chose not to operate any of the assets—whether

marketable or otherwise. Among other considerations, the Receiver did not want to be exposed to any liabilities as an operator. They also argue it cannot be said that payment of property taxes was necessary to preserve assets as that concept is discussed in the case law.

[70] In *Kowal Investments*, the Ontario Court of Appeal explained that “necessary costs of preservation” is one of three exceptions to the rule that receivers may not incur expenses on behalf of the estate, at the expense of creditors:

To qualify, the payments must benefit all parties to the receivership, such as costs to maintain and repair property . . . or otherwise prevent destruction, waste or loss of property, including to prevent tax seizure.

[71] In *Invictus*, this Court found that receiver/managers may be personally liable for post-receivership municipal taxes, in the same way as they may be personally liable for new contracts they enter into with third-parties in relation to the business, subject to a correlative right to be indemnified for those expenses out of the estate assets: *Alberta Treasury Branches v Invictus Financial Corporation*, ABQB Edmonton No 8303 13970, at para 63 [*Invictus*].

[72] The Receiver here was not a receiver/manager as was the case in *Invictus*. Nor was it legally or practically necessary to pay post-insolvency municipal taxes in order to preserve assets of the estate for the overall benefit of its creditors.

[73] The treatment of municipal taxes was part of the sales process presented to and approved by the Court. This was described in the Receiver’s 8<sup>th</sup> report as follows:

The Receiver determined it was uneconomic to operate Trident’s assets after considering the associated costs, including post-filing property taxes, and therefore focused efforts on the safe shut-in of Trident’s assets prior to initiating the Sales Process for the benefit of Trident’s stakeholders. In the Receiver’s view, and as described at length above, this was not an ordinary course receivership.

[74] The sale of marketable assets without adjustment for municipal taxes (pre- or post-insolvency) was also approved by the Court as the insolvency progressed, with notice to affected municipalities. The Municipalities did not oppose the sales process application, nor any subsequent application for approval of specific assets sales.

[75] It follows that payment of post-insolvency municipal taxes was not necessary to preserve Trident’s exploration and production assets. On the contrary, the non-payment of such taxes made the assets more marketable to solvent companies, and hence more likely to generate economic benefits (and taxes) for host municipalities and landowners following resumption of production.

### **C. Does Fairness and Equity Justify Payment of the Municipal Taxes?**

[76] Even if funds were available for distribution to the Municipalities, I would have been reluctant to order a distribution based on my jurisdiction under the *Judicature Act*. I agree with the AER/OWA, that the Municipalities’ entreaties in this regard have been made too late.

[77] The proceeds of sale of Trident assets were from the outset intended to be used to reduce Trident’s legacy abandonment and reclamation obligations, and by extension those of the Orphan Well program under Alberta’s scheme for management of a province and industry wide problem. The OWA applied for the Receivership of Trident with that objective being clearly stated. The

Court approved the proposed plan, including the sales process and individual sales, free and clear of claims and encumbrances.

[78] Had the Municipalities taken issue with the sales process when first proposed, it is possible that municipal taxes may have been treated differently within this Receivership proceeding. They (and perhaps others) may have proposed a formula similar to that which they say was used in *Manitok* (although in *Manitok*, the Receiver operated a number of producing assets for a number of years). Such a proposal may have been acceptable to the OWA and others, and if not, may have approved by the Court over the OWA's objection particularly if a financial case could be made for such treatment. They did not do so.

[79] Therefore, even if these were funds available for an "equitable" distribution I would not have made such an order.

## VII. Conclusion

[80] In response to the request for advice and directions by the Receiver, I direct that the remaining funds will be distributed to the AER for use by the OWA. This includes proceeds of sale of non-licensed assets such as real estate and equipment.

[81] Although I do not accept the Municipalities' request to share in the remaining funds, I agree with the Municipalities that the non-payment of municipal taxes on certain oil and gas assets that are shut-in pending sale or transfer to the OWA appears to place rural municipal governments in a very unfair position *vis-à-vis* the Province of Alberta. Counsel explained that the provincial assessor includes such assets when determining the assessed value of properties in a rural municipality and removes them from the assessment roll only after abandonment is complete. Municipalities must use those assessed values in setting taxes for their rate payers to meet their budgetary requirements and education-related remissions back to the Province even though they may have no opportunity to recoup taxes from the assets in question.

[82] Although not directly in issue in this case, it seems to me that there is a structural unfairness at play here from a municipal taxation and finance perspective as between the provincial government and rural municipalities. If that is indeed the case, it needs to be addressed by the Province of Alberta.

[83] As the application for advice and directions was made in the context of addressing issues of precedential value, there will be no costs awarded.

Heard on the 20<sup>th</sup> day of September, 2022.

**Dated** at the City of Calgary, Alberta this 13<sup>th</sup> day of December, 2022.



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**R.A. Neufeld**  
**J.C.K.B.A.**

**Appearances:**

Kelsey J. Meyer and Adam Williams  
for Pricewater House Coopers Licence Insolvency Trustee, the court appointed receiver  
and manager of Trident Exploration Corp. and other Trident entities

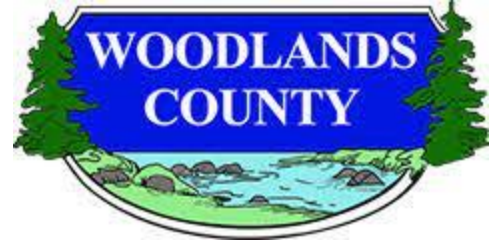
Kelly J. Bourassa  
for ATB Financial

Gregory Plester and Curtis J. Auch  
for Woodlands County and Stettler County

Shauna N. Finlay and Moira Lavoie  
for Kneehill County

Robyn Gurofsky, Jessica Cameron and Garrett Finegan  
for Orphan Well Association

Candice A. Ross  
for Alberta Energy Regulator



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April 6, 2021

The Honourable Jason Kenney  
Premier of Alberta  
Office of the Premier  
307 Legislature Building  
10800 – 97 Avenue  
Edmonton, AB T5K 2B6

The Honourable Ric Mclver  
Minister of Municipal Affairs  
Office of the Minister  
132 Legislature Building  
10800 – 97 Avenue  
Edmonton, AB T5K 2B6

The Honourable Sonya Savage  
Minister of Energy  
Office of the Minister  
324 Legislature Building  
10800 – 97 Avenue  
Edmonton, AB T5K 2B6

Dear Sirs and Madam:

**Re: Trident Exploration Receivership & Positions Taken By the Alberta Energy Regulator (“AER”) and Orphan Well Association (“OWA”)**

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The Counties of Stettler and Woodlands write this joint letter to inform you of the latest developments in the continuing saga of unpaid property taxes from oil and gas companies, and to express their deep concerns with the current state of affairs.

***Background: Trident Exploration***

Trident Exploration Corp., together with its related companies (collectively, “Trident”), was an oil and gas producer operating throughout Alberta. On April 30, 2019, with no warning, it announced that it had no funds available to operate its infrastructure or enter into creditor protection, terminated all of its employees and contractors, and left thousands of AER-licensed wells without an operator, many of them within the boundaries Stettler County and Woodlands County.

At that time, the Counties were approached by the Alberta Energy Regulator and asked to assist the AER and the OWA to see that a receiver was appointed to manage Trident’s affairs and assets. The Counties did so, and worked quickly with the AER and OWA to achieve this. Trident was brought into receivership on May 3, 2019.

Following this, the receiver then commenced a sales process for Trident’s oil and gas assets, at the AER’s direction, whereby the receiver endeavored to maximize the number of assets that were either placed in the hands of other, solvent companies, or abandoned and reclaimed so as to limit the amount of unfunded Abandonment and Reclamation Obligations (“ARO”) associated with those assets.

That sales process has finally concluded, and the receiver is looking to distribute surplus funds from the receivership at a court application scheduled to be heard next month.

### ***The Current Situation***

Collectively, the Counties are owed an estimated \$7 million in taxes from Trident. Approximately half of this amount relates to taxes that arose after the receivership began, during the course of the sales process conducted for the benefit of the AER. A large portion of these post-receivership taxes were levied in relation to assets that were ultimately sold as part of the sales process, and thereby contributed directly to the amount of distribution proceeds available (and the reduction in unfunded ARO). The Counties have been up front about these facts and have disclosed, in extensive detail, their financial position and the basis of their claims to the receiver, the AER, and the OWA.

On that basis, and given that post-insolvency taxes have, in other insolvency matters, been treated as a cost of the estate to be paid out before any distribution to creditors, and before the AER/OWA in at least one instance, the Counties had hoped that the AER/OWA would be willing to agree that the Counties should be entitled to payment of at least some portion of the post-insolvency taxes owing to them.

This has not happened.

Instead, we have been made to understand that the AER/OWA will be taking the position that the Counties have no entitlement whatsoever to receive **any** payment with respect to unpaid property taxes on oil and gas assets that accrued after the receivership began, even where those taxes

relate to assets that were sold for the benefit of the estate and the AER/OWA. Instead, we understand that the AER takes the position that the majority of the remaining proceeds should be remitted to the OWA.

In other words, the AER/OWA appear to be of the view that they are free to appoint a receiver to conduct a nearly two-year sales process for oil and gas assets, for their benefit, all while entirely ignoring municipal taxes that lawfully accrue *during* that sales process.

### ***Our Concerns***

This latest development highlights the extremely difficult position that municipalities are placed in with respect to the recovery of unpaid taxes from oil and gas producers. What was a seemingly impossible task before has become even more so now that the AER and OWA are taking steps to directly undermine the ability of municipalities to recover taxes. The claims of the AER and OWA already loom large over the estates of oil and gas producers, even solvent ones. It has been suggested that municipalities should take legal action against producers who fail to pay taxes. But even where a municipality is successful in obtaining a judgment, it is unlikely that it will be paid, and any efforts to enforce the judgment will likely result only in the company being rendered insolvent (in which case, the AER's claims will take priority).

Now, the AER and OWA have signaled that they are not simply content with having priority over all pre-insolvency taxes – they want even post-insolvency taxes, lawfully imposed during an extensive sales process conducted for their benefit, to be ignored in their entirety.

What's worse is that this will likely continue for the foreseeable future as other oil and gas producers become insolvent. A significant number of Trident's assets located in Stettler County were purchased by Trident in the course of the receivership of another oil and gas company, Questfire Energy. At the time Trident was permitted by the AER to purchase those assets from Questfire, Trident was *already three years in arrears to Stettler County for unpaid taxes*.

The same thing appears to be happening again with Trident's receivership – numerous assets in the Counties were, with AER approval, sold to companies which are already in arrears (in Woodlands' case, the majority of assets in the County that were sold went to a company that is *four years in arrears*). There are some assets that have passed through three owners and two AER-approved transfers over a span of more than five years without the Counties seeing a dime from them. One wonders whether the Counties, and numerous other municipalities, will be dealing with this situation again in two years with respect to those companies who have purchased Trident assets – all while having received no tax payments whatsoever on those assets. Clearly, the indifference of the AER to the inability of their licensees to pay taxes continues to compound an already overwhelming issue.

But the AER has gone even further and is now actively frustrating the ability of municipalities to recover outstanding taxes. Essentially what is happening is that the AER is attempting to backstop the OWA on the backs of municipalities, especially rural municipalities, and their ratepayers.

Having failed in their regulatory duty to properly manage the abandonment and reclamation liabilities of the oil and gas industry in Alberta, they now seek to pass environmental costs that should have been imposed on the industry onto the municipal tax base instead.

Public funds have already been used to reduce the obligations of the OWA that would otherwise arise in relation to Trident's unsellable assets. We understand that many of Trident's unsellable assets have been (or are being) abandoned using funds provided through the publicly-funded Site Remediation Program. The publicly-funded bailout of the OWA appears to have begun.

As a result of the position taken by the AER and the OWA, our municipalities will be forced to press forward with costly litigation through the Courts in order to defend our claim in the face of aggressive opposition by the AER and OWA. As things stand, we expect that we will be forced to defend our claim to these taxes in court within the next few months.

It has never been more likely that the costs of cleaning up a well in Alberta will be borne not by the producer who reaped the financial rewards of that well, and not by the Regulator whose job it is to ensure that the well is cleaned up, and not by the industry through the OWA, but by our ratepayers.

We hope that the Province will appreciate the palpable injustice of this situation to our ratepayers, our Counties, and many other municipalities.

We welcome the engagement of you and your trusted officials, so that your government can properly determine and implement Alberta's interest.

Regards,



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Cc: Nate Horner, MLA for Drumheller-Stettler

Shane Getson, MLA for Whitecourt-Ste. Anne

Paul McLauchlin, President, Rural Municipalities of Alberta ([pmclauchlin@rmaalberta.com](mailto:pmclauchlin@rmaalberta.com))

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**CONTACT:**

**GLENDA 403 741 - 7648**

**LISA 403 339-3055**

**AMANDA 403 880-7109**

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LOCATION: PC COMMUNITY HALL

*Cocktails @ 6:00pm*

*Dinner @ 7:00pm Catered by Twin Butte Restaurant*

*Dance @ 9:00pm*



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