

Regular and Closed Meeting Agenda
for Tuesday, November 14, 2023, at 5:30 p.m. to be held
in the Council Chambers, in the Town Hall Complex,
at 240 Main Street, Milk River, Alberta



1. Call to Order
2. Delegations 6:00 pm
3. Additions to the Agenda
4. Approval of Minutes
 - A) Minutes of the October 10, 2023, Regular Council Meeting
5. Business Arising from Minutes
6. Financial Report
7. Administration Reports
 - A) Public Works
 - B) Community Peace Officer
 - C) Chief Administrative Officer
8. Bylaws and Policies
 - A) Snow Policy
 - B) Safety Codes Bylaw
9. Old Business
 - A) Street Signs
10. New Business
 - A) Correspondence
 - B) Christmas Hours
 - C) Erle Rivers School
 - D) Director of Emergency Management Appointment
 - E) Housing Needs Assessment
 - F) Fortis Franchise Fees
 - G) Rural Mental Health Project
 - H) Riverside Community Golf Society Agreements
 - I) Jenex Invoice
 - J) Extended Producer Responsibility
11. Councillor Reports
 - A) Authorities, Boards, Committees and Commission Minutes
12. Mayor's Report
 - A) Authorities, Boards, Committees and Commission Minutes
13. Closed Session
14. Adjournment

Request for Decision

Approval of Minutes

November 14, 2023



RECOMMENDATION

That the minutes for the October 10, 2023, organizational meeting be accepted as presented.

That the minutes for the October 10, 2023, regular council meeting be accepted as presented.

LEGISLATIVE AUTHORITY

Municipal Government Act, Section 208(1)(a)

Procedure Bylaw 1023

BACKGROUND

As per the MGA and the Town's Procedural Bylaw, minutes are to be recorded and given to council for adoption at a subsequent council meeting.

RISKS/CONSEQUENCES

1. By not approving the previous meetings minutes, Council would then not approve the decisions they made, as recorded, and no motion would be actioned by administration.
2. The minutes of the Council meetings can be adopted as amended. Council would need to be specific in an amendment to the recording of the previous meetings minutes.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. Prior to Adoption: October 10, 2023, organizational meeting minutes
2. Prior to Adoption: October 10, 2023, regular council meeting minutes

Prior to Adoption

Minutes of the Town of Milk River Organizational and Closed Council meeting held on Monday, October 10, 2023, at 5:30 p.m. in the Council Chambers, in the Town Hall Complex, at 240 Main Street, Milk River, Alberta.

Present - Elected Officials

Mayor Larry Liebelt, Councillor Peggy Losey, Councillor Anne Michaelis, Deputy Mayor Dave Degenstein, and Councillor Shayne Johnson

Absent - Elected Officials

None

Present - Administration

Kelly Lloyd, Chief Administrative Officer

1. Call to Order

Mayor Liebelt called the meeting to order at 5:32 p.m.

2. Additions to the Agenda

A) Adoption of the Agenda

Moved by Councillor Johnson, "that Council accept the agenda for the organizational council meeting on October 10, 2023."

Motion Carried 2023-236

3. Date, Time, and Place of Regular Council Meetings

A) Establish Date, Time, and Place of Regular Council Meetings

Moved by Councillor Losey, "that Council set the regular council meetings for the second Monday of every month at 5:30 p.m., with the exception of holiday Mondays, where the regular council meeting will be on the Tuesday, at the Town Hall Complex."

Motion Carried 2023-237

4. Elected Official Appointments

Moved by Councillor Michaelis, "that elected official appointments to Authorities, Boards, Commissions and Committees for the 2023-2024 term remain the same."

Motion Carried 2023-238

The following are appointments of Council members to various Authorities, Boards, Commissions and Committees for the period of November 1, 2023, to October 31, 2024.

Airport Commission	Liebelt
Canada's Western Gateway (Highway 4 Corridor)	Liebelt
Chief Mountain Regional Solid Waste Services Commission	Liebelt
Chinook Arch Regional Library Board	Michaelis
Chinook Intermunicipal Subdivision and Development Appeal Board	Michaelis
Committee of the Whole	All of council
Family & Community Support Services	Degenstein
Heritage Handi-Bus	Johnson
Intermunicipal Collaboration Framework Committee	Losey, Michaelis

	Degenstein - alternate
Mayors and Reeves	Liebelt
Milk River and District Ag Society	Johnson
Milk River and District Senior Citizens Society	Losey
Milk River Cemetery Board	Liebelt
Milk River Community Business Association	Degenstein
Milk River Health Professionals Attraction and Retention Committee	Michaelis
Milk River Municipal Library	Michaelis
Milk River Watershed Council Canada	Losey
Municipal Planning Commission Subdivision & Development Authority	Degenstein, Johnson
Oldman River Regional Services Commission	Losey
Quad Council	All of Council
Regional Assessment Review Board	Jon Hood
Regional Emergency Advisory Committee	Johnson
Ridge Country Housing	Losey, Degenstein
Ridge Regional Public Safety Services Commission	Degenstein
Riverside Community Golf Course Society	Liebelt
SouthGrow	Johnson
Swimming Pool Committee	Liebelt
Veteran's Memorial Highway (Highway 36)	Degenstein Johnson - alternate

5. Closed Session

6. Public at Large Appointments

7. Adjournment

Moved by Councillor Losey, "that the organizational council meeting of October 10, 2023, adjourn at 5:36 p.m."

Motion Carried 2023-239

Larry Liebelt
Mayor

Kelly Lloyd
Chief Administrative Officer

These minutes were approved on the XXX day of XXXX 2023.

Prior to Adoption

Minutes of the Town of Milk River Regular and Closed Council meeting held on Tuesday, October 10, 2023, at 5:30 p.m. in the Council Chambers, in the Town Hall Complex, at 240 Main Street, Milk River, Alberta.

Present – Elected Officials

Mayor Larry Liebelt, Councillor Peggy Losey, Councillor Dave Degenstein (via FaceTime), Councillor Anne Michaelis, and Deputy Mayor Shayne Johnson

Absent – Elected Officials

Present – Administration

Kelly Lloyd, Chief Administrative Officer

1. Call to Order

Mayor Liebelt called the meeting to order at 5:36 p.m.

2. Delegation: 6:00 p.m.

A) RCMP

Constable David Munn, RCMP, was in attendance to speak to school bus pick up, RCMP manpower and to answer questions.

Moved by Councillor Michaelis, “that the RCMP report be accepted as information.”

Motion Carried 2023-240

B) Eileen Wosnack

Ms. Wosnack was in attendance to garner support to conduct an urban chicken survey in the Town of Milk River.

Moved by Councillor Losey, “that the report from Ms. Wosnack be accepted as information.”

Motion Carried 2023-241

C) Milk River and District Ag Society - moved to 10G).

3) Additions to the Agenda

A) Adoption of the Agenda

Additions to the agenda

- 10G) Milk River and District Ag Society
- 10H) Chicken Survey
- 10I) 4H Invitation
- 10J) Horizon School Communication
- 10K) Visitor Information Centre

Moved by Councillor Michaelis, “that Council accept the October 10, 2023, regular council meeting agenda, as amended.”

Motion Carried 2023-242

4) Approval of Minutes

A) Minutes of the September 11, 2023, Regular Council Meeting

Moved by Deputy Mayor Johnson, "to approve the September 11, 2023, regular council meeting minutes **as presented.**"

Motion Carried 2023-243

5. Business Arising from Minutes

6. Financial Report

Moved by Councillor Losey, "that Council accept the Financial Report for the period ending September 30, 2023, **as information.**"

Motion Carried 2023-244

7. Administration Reports

A) Public Works

Moved by Deputy Mayor Johnson, "that Council accept the Public Works report for the period ending September 30, 2023, **as information.**"

Motion Carried 2023-245

B) Community Peace Officer

The report was contained within the agenda package.

Moved by Councillor Degenstein, "that Council accept the Community Peace Officer report for the period ending September 30, 2023, **as information.**"

Motion Carried 2023-246

C) Chief Administrative Officer

CAO Lloyd provided a verbal report.

Moved by Councillor Losey, "that the Administration Report for the period ending September 30, 2023, **be accepted as information.**"

Motion Carried 2023-247

8. Bylaws and Policies

9. Old Business

A) Street Signs

Moved by Deputy Mayor Johnson, "that Council selects the top right dark blue hoodoo design on the first page, or page 24, and direct Administration to obtain a quote to include UV protectant on the street signs."

Motion Carried 2023-248

10. New Business

A) Correspondence

Moved by Councillor Losey, "that correspondence for the period ending October 10, 2023, **be accepted as information.**"

Motion Carried 2023-249

B) CMRSWSC Support Letter

Moved by Deputy Mayor Johnson, "that the Town of Milk River Council support the Town of Raymond and Chief Mountain Regional Solid Waste Services application for an Alberta Community Partnership Grant."

Motion Carried 2023-250

C) Block 39 Update

Moved by Councillor Losey, **“that the detailed park design fee proposal for Block 39 from Stantec, be accepted as information and be put forward to the 2024 budget deliberations.”**

Motion Carried 2023-251

D) Christmas Hours

Moved by Deputy Mayor Johnson, **“that Council approve December 28 and 29 as holidays for all town staff, with the administrative office to be closed from December 25-29 inclusive, and that all staff work on January 1, 2024.”**

Motion Carried 2023-252

E) Canada’s Western Gateway

Moved by Councillor Losey, **“that Council approve an annual \$1,000.00 member community contribution, for the next three years to Canada’s Western Gateway, beginning in 2024.”**

Motion Carried 2023-253

F) Fortis Franchise Fees

Moved by Deputy Mayor Johnson, **“that Council set the FortisAlberta Electrical Franchise Fees at 14%.”**

Motion Carried 2023-254

G) Milk River and District Ag Society

Laura Balog was in attendance to speak to the water damage in Civic Centre, of which insurance has been denied.

Moved by Councillor Losey, **“that Council directs administration to work with the Milk River and District Ag Society to mitigate water drainage.”**

Motion Carried 2023-255

The Mayor recessed the meeting at 7:46 p.m.

The Mayor reconvened the meeting at 7:54 p.m.

H) ATCO Gas Franchise Fees

Moved by Councillor Degenstein, **“that Council keep the ATCO Gas Franchise Fees at 30%.”**

Motion Carried 2023-256

10H) Chicken Survey

Moved by Councillor Degenstein, **“that an urban chicken survey does not move forward due to lack of community support.”**

Motion Carried 2023-257

10I) 4H Invitation

Moved by Councillor Johnson, **“that Council accepts the invitation to attend the 4H Banquet and designates administration to attend.”**

Motion Carried 2023-258

10J) Horizon School Division Communication

Moved by Mayor Liebelt, "that Council write a response letter to the Horizon School Division regarding their last communication."

Motion Carried 2023-259

10K) Visitor Information Centre

Moved by Councillor Michaelis, "that Council write a letter to all ministries regarding the Visitor Information Centre, including the Milk River Watershed Council Canada."

Motion Carried 2023-260

11. Councillors Reports

Councillor Michaelis attended the Alberta Municipalities Convention, the Milk River Municipal Library meeting as well as the Milk River Health Professionals Attraction and Retention Committee meeting.

Deputy Mayor Johnson attended the Heritage Handi-Bus, and the Milk River and District Ag Society meetings.

Councillor Degenstein attended the Milk River Community Business Association meeting, a Ridge Country Housing meeting, and a Municipal Planning Commission meeting, along with attending the Alberta Municipalities Convention, and zoom meeting with the Minister of Children and Family Services.

Councillor Losey attended the Milk River and District Senior Citizens Society meeting, the Milk River Watershed Council Canada meeting, a Ridge Country Housing meeting, the Alberta Municipalities Convention and a zoom meeting with the Minister of Children and Family Services.

Moved by Councillor Johnson, "that the Councillors reports for the period ending October 10, 2023, be accepted as information."

Motion Carried 2023-261

12. Mayors Report

Mayor Liebelt attended the following meetings: An Historical Society meeting and toured the RCMP outpost building, of which will not be relocated to the campground. A new proposal will be coming to Council in the future.

The Mayor also attended the Alberta Municipalities Convention, the zoom meeting with the Children and Family Services Minister, Canada's Western Gateway meeting, Riverside Community Golf Society and Mayors and Reeve's meetings.

Moved by Councillor Losey, "that Council accept the Mayors Report for the period ending October 10, 2023, as information."

Motion Carried 2023-262

13. Closed Session

14. Adjournment

Moved by Councillor Losey, "that the regular council meeting of October 10, 2023, adjourn at 8:50 p.m."

Motion Carried 2023-263

Larry Liebelt
Mayor

Kelly Lloyd
Chief Administrative Officer

These minutes were approved on the XX day of XXXXX 2023.

Prior to Adoption

Request for Decision

Administration Reports

November 14, 2023



RECOMMENDATION

That the Administration Reports for the period ending October 31, 2023, be accepted as information.

LEGISLATIVE AUTHORITY

BACKGROUND

On a monthly basis, administration provides Council with reports on the following: Public Works, Municipal Enforcement (Community Peace Officer), and the Chief Administrative Officer.

RISK/CONSEQUENCES

1. Council may provide further direction on any item contained in the reports. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. Public Works Report
2. Community Peace Officer Report
3. Chief Administrative Officer Report



Public Works Foreman's Report

REGULAR COUNCIL MEETING

Monday, November 6th, 2023

General:

- Sealcoat asphalt underneath the large LED sign at Center Ave & Railway, October 6th.
- County had one of their trucks come down to help move large compressor to golf course on October 12th. (Town truck being worked on still). County truck down again on October 19th to move it back.
- Cummins down for Annual generator inspection @ sewer lift station, October 13th.
- Monthly generator preventative maintenance run completed on October 16th & 17th. (Sewage Lift Station, Booster Station, Water Treatment Plant, & Firehall.)
- Chinook Gas had asked about town cutting weeds in their backlot. Cut down on October 16th.
- Cutoff of electrical plug riser in back of town office that was bent when someone hit it. Cut steel pipe, coil up wires and push down in hole as best we can. October 23rd.
- Put blade on snowplow truck, October 23rd.
- Put sander on snowplow truck, October 24th.
- To Warner to get sand and then plow & sand throughout town on October 24th. (First of season)
- Plow snow again on October 25th, including airport.

Parks and Rec:

- Pickup of compressor in Lethbridge to blow out sprinklers, October 3rd. Blow out sprinklers for Warner on October 3rd, cemetery & ball diamonds, Kinsmen, Lot 39 on October 4th, pool & campgrounds October 5th, and then visitor information center on October 6th. Return unit to Lethbridge on the 6th as well.
- Shut water off at campgrounds on October 4th.
- RV antifreeze toilets & sinks at pool and ball diamonds on October 5th.

Roads:

- Load & haul away sidewalk chunks at spots getting replacements, October 3rd.
- Load & haul away asphalt & some curbs at spots getting replacements, October 10th.
- Installation of some of the 30km/h signs around school, some on October 13th, some on October 18th.
- Meet with contractor about wheelchair ramp at Main St & 5th Ave intersection. Was originally poured with rebar in it. Taking it out was challenging. October 16th.

Water & Wastewater:

- WATER:
 - 2x weekly Bacteriological sampling, done each Monday.
 - Take Kyle Lorenz from MPE on a tour of current water infrastructure. Right from intakes at river to reservoirs, booster station & treatment plant. Also sent pictures of raw water well when it was last empty & discussed some of the towns concerns and challenges. October 5th.
 - Hydrovac & replace curbstop at 425 Main St., October 11th. Homeowner had cut down tree, town pulled stump/roots to get at on October 10th.
 - New water meter at 825 Main St., October 25th. Then return on 26th & 27th as well, as resident had multiple leaks from letting lines freeze. New water meter again on Nov. 1 as it had froze again. (both meters charged to homeowner.)
 - Shutoff water @ 205-1st Ave NE, October 12th.
 - Shutoff water @ 945 Main St, October 13th.
 - Shutoff water @ 948 Main St, October 17th.
 - Shutoff water @ 204-6th Ave NE, October 17th.
 - Lower 2x curbstops at 125 & 129-3rd Ave NE. October 19th.
 - Turn off curbstop at 201-2nd St NE so plumber could do work in house & turn back on after completed. October 23rd.
 - Investigate leaking valve at bulk water fill station. (Was taking a longtime to turn off & dripping continuously after) Order parts. October 30th.
- RAW WATER:
 - Basin water level remains nearly full.
 - River flow is at winter level.
- SEWER WORK:
 - Lower & recap the sewer line access that a contractor had put in front yard at 204-3rd Ave NE. (Contractor had left a little high). Town then put topsoil down to cover. October 23rd.

- SEWAGE LAGOONS:
 - Hydrovac to lift a manhole ring that was sitting uneven & causing a hazard. Just on North side of sewage lift station. October 11th. Also added gravel to area.

Garbage:

- Weekly garbage pickup: Milk River residential on Tuesday, Coutts on Wednesday, Warner on Thursday & Milk River businesses on Friday.
- Brown paper bags pickup on Mondays, or Tuesday if long weekend. Final pickup was on October 31st.

Swimming Pool:

- Shut down for year.

Airport:

- Weekly run to airport to check condition of road in and runways, for unwanted activity. (when checking sewage lagoons)

Waste Transfer Station:

- Push in wood pit, October 13th.

Education & Training:

- Weekly safety meeting on each Wednesday morning.

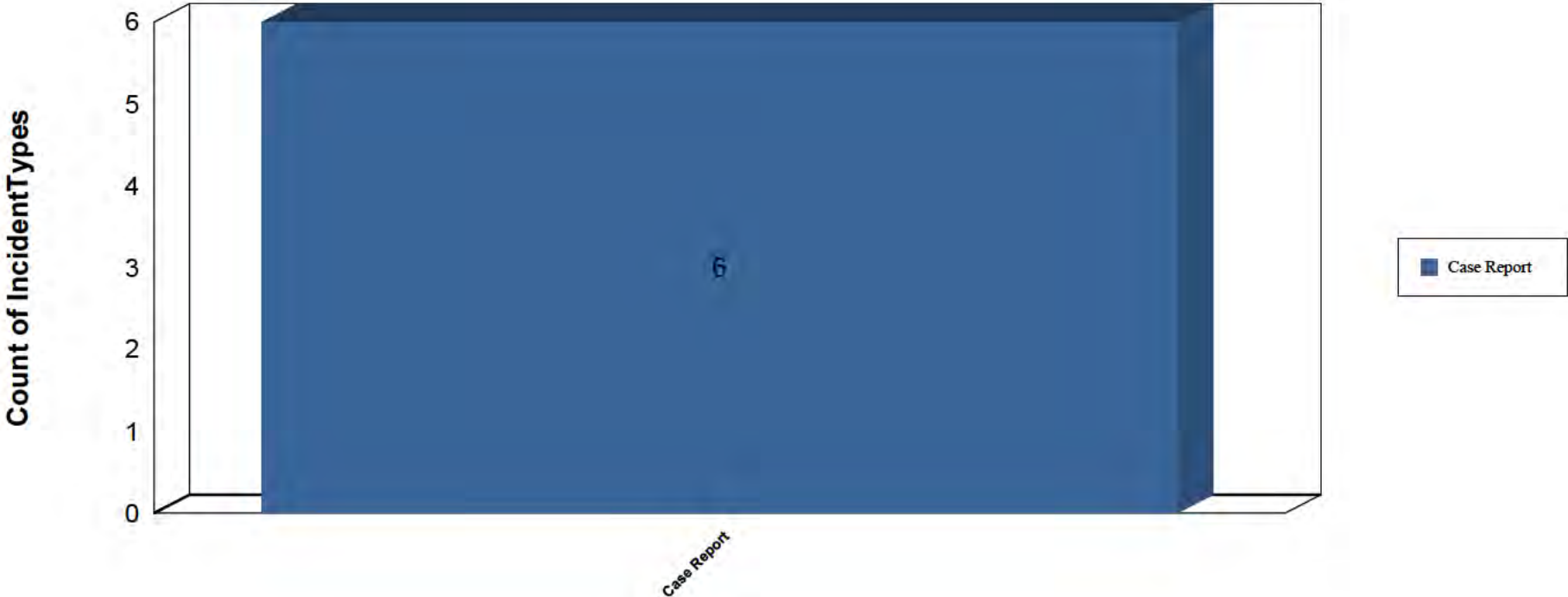
Respectfully submitted

Town of Milk River Public Works

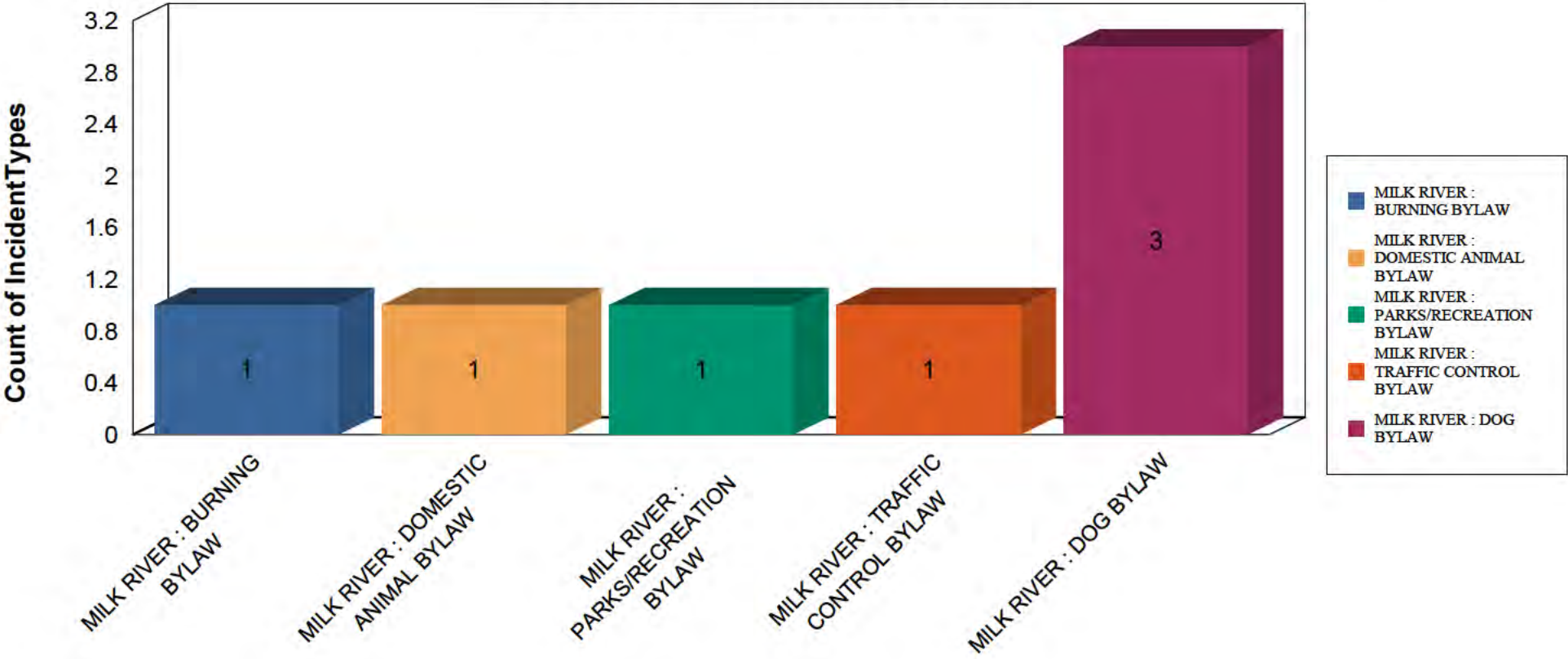
Municipal Enforcement

Statistics from: 10/1/2023 12:00:00AM to 10/31/2023 11:59:00PM

Count of Reports Completed



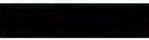
Count of Incident Types



MILK RIVER : BURNING BYLAW

<u>Location</u>	<u>Case Number</u>	<u>Incident Type</u>	<u>Officer</u>	<u>Date</u>
Case Report RIDGE REGIONAL PUBLIC SAFETY SERVICES : MILK RIVER	RRPSS2023-0490	MILK RIVER : BURNING BYLAW	MELANIE MAREK	2023/10/23 1600

Specific Location



Report Synopsis : complaint of burning leaves in a burn barrel

14.29% # of Reports: 1 Case Report MILK RIVER : BURNING BYLAW

MILK RIVER : DOMESTIC ANIMAL BYLAW

<u>Location</u>	<u>Case Number</u>	<u>Incident Type</u>	<u>Officer</u>	<u>Date</u>
Case Report RIDGE REGIONAL PUBLIC SAFETY SERVICES : MILK RIVER	RRPSS2023-0486	MILK RIVER : DOMESTIC ANIMAL BYLAW	ROSS BOND	2023/10/19 1318

Specific Location

[REDACTED]

Report Synopsis : complaint of loose dogs/cats defecating on lawn

14.29% # of Reports: 1 **Case Report** MILK RIVER : DOMESTIC ANIMAL BYLAW

MILK RIVER : PARKS/RECREATION BYLAW

<u>Location</u>	<u>Case Number</u>	<u>Incident Type</u>	<u>Officer</u>	<u>Date</u>
Case Report RIDGE REGIONAL PUBLIC SAFETY SERVICES : MILK RIVER	RRPSS2023-0474	MILK RIVER : PARKS/RECREATION BYLAW	ROSS BOND	2023/10/10 1400

Specific Location

[REDACTED]

Report Synopsis : check on campers at 8 Flags

14.29% # of Reports: 1 **Case Report** MILK RIVER : PARKS/RECREATION BYLAW

MILK RIVER : TRAFFIC CONTROL BYLAW

<u>Location</u>	<u>Case Number</u>	<u>Incident Type</u>	<u>Officer</u>	<u>Date</u>
Case Report RIDGE REGIONAL PUBLIC SAFETY SERVICES : MILK RIVER	RRPSS2023-0489	MILK RIVER : TRAFFIC CONTROL BYLAW	ROSS BOND	2023/10/20 1053

Specific Location

[REDACTED]

Report Synopsis : complaint household debris in rear alleyway

14.29% # of Reports: 1 **Case Report** MILK RIVER : TRAFFIC CONTROL BYLAW

MILK RIVER : DOG BYLAW

<u>Location</u>	<u>Case Number</u>	<u>Incident Type</u>	<u>Officer</u>	<u>Date</u>
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Case Report**RIDGE REGIONAL PUBLIC SAFETY
SERVICES : MILK RIVER****RRPSS2023-0479****MILK RIVER : DOG BYLAW****ROSS BOND****2023/10/15 1315****Specific Location****Report Synopsis** : dog bite and surrender of animal**Case Report****RIDGE REGIONAL PUBLIC SAFETY
SERVICES : MILK RIVER****RRPSS2023-0486****MILK RIVER : DOG BYLAW****ROSS BOND****2023/10/19 1318****Specific Location****Report Synopsis** : complaint of loose dogs/cats defecating on lawn**Case Report****RIDGE REGIONAL PUBLIC SAFETY
SERVICES : MILK RIVER****RRPSS2023-0492****MILK RIVER : DOG BYLAW****ROSS BOND****2023/10/28 1719****Specific Location****Report Synopsis** : complaint of loose dog chasing a bicycle**42.86% # of Reports: 3 Case Report MILK RIVER : DOG BYLAW****Grand Total: 100.00% Total # of Incident Types Reported: 7 Total # of Reports: 6****Grand Total: 100.00% Total # of Incident Types Reported: 7**

2022-04-03	Moved by Councillor Losey, “that administration look into the affordability of raising our grants to the small committees.”	WIP
	2023	
2023-12	Moved by Councillor Losey “that Council directs administration to dispose of extra desks in Council Chambers and clean up Council Chambers.”	WIP
2023-23	Moved by Councillor Johnson, “that Council directs administration to research municipal comparables regarding sale of town land and come back with a completion date.”	
2023-57	Moved by Deputy Mayor Degenstein, “that Council accept the offer to purchase for roll number 30001000.”	WIP
Motion Carried 2023-132	Moved by Councillor Johnson, “that the Rural Mental Health Project item be tabled to a future council meeting.”	WIP
Motion Carried 2023-206	Moved by Deputy Mayor Degenstein, “that Bylaw 1024 and Policy R1.0 be revised reflecting the following changes and bring back to a future Council meeting:	WIP
	the failure to cut grass or weeds, including responsibility for the land at the front of property to the centre of the Street/Avenue and at the alley to the centre of the alley responsibility for the land at the front of the property to the gutter of the Street/Avenue and to where the lane for driving begins in the alley.”	
Motion Carried 2023-210	Moved by Councillor Michaelis, “that Council directs administration to look into sidewalk repair for 108-1 Avenue, NE for 2024 budget.”	2024 Budget
Motion Carried 2023-221	Moved by Deputy Mayor Degenstein, “that Council write a letter to the Town of Taber, requesting permission to join the Rural Renewal Program, under the Town of Taber’s jurisdiction.”	Complete
Motion Carried 2023-226	Moved by Deputy Mayor Degenstein, “that Bylaw 1044-23 Safety Codes be given first reading.”	
Motion Carried 2023-227	Moved by Councillor Michaelis, “that policy R3, Snow and Ice be approved as presented.”	Complete
Motion Carried 2023-229	Moved by Councillor Losey, “that the Town of Milk River send a letter in support of the Village of Stirling’s Alberta Community Partnership Intermunicipal Collaboration BEW FCSS Proposal to conduct a region wide community needs assessment.”	Complete
Motion Carried 2023-230	Moved by Deputy Mayor Degenstein, “that Council accept the Quality Management Plan report as information.”	Complete
Motion Carried 2023-231	Moved by Councillor Johnson, “that Council direct administration to determine options regarding kochia weeds.”	WIP
Motion Carried 2023-237	Moved by Councillor Losey, “that Council set the regular council meetings for the second Monday of every month at 5:30 p.m., with the exception of holiday Mondays, where the regular council meeting will be on the Tuesday, at the Town Hall Complex.”	Complete

<u>Motion Carried 2023-238</u>	Moved by Councillor Michaelis, “that elected official appointments to Authorities, Boards, Commissions and Committees for the 2023-2024 term remain the same.”	Complete
<u>Motion Carried 2023-248</u>	Moved by Deputy Mayor Johnson, “that Council selects the top right dark blue hoodoo design on the first page, or page 24, and direct Administration to obtain a quote to include UV protectant on the street signs.”	Complete
<u>Motion Carried 2023-250</u>	Moved by Deputy Mayor Johnson, “that the Town of Milk River Council support the Town of Raymond and Chief Mountain Regional Solid Waste Services application for an Alberta Community Partnership Grant.”	Complete
<u>Motion Carried 2023-251</u>	Moved by Councillor Losey, “that the detailed park design fee proposal for Block 39 from Stantec, be accepted as information and be put forward to the 2024 budget deliberations.”	2024 Budget
<u>Motion Carried 2023-252</u>	Moved by Deputy Mayor Johnson, “that Council approve December 28 and 29 as holidays for all town staff, with the administrative office to be closed from December 25-29 inclusive, and that all staff work on January 1, 2024.”	WIP
<u>Motion Carried 2023-253</u>	Moved by Councillor Losey, “that Council approve an annual \$1,000.00 member community contribution, for the next three years to Canada’s Western Gateway, beginning in 2024.”	2024 Budget
<u>Motion Carried 2023-254</u>	Moved by Deputy Mayor Johnson, “that Council set the FortisAlberta Electrical Franchise Fees at 14%.”	Complete
<u>Motion Carried 2023-255</u>	Moved by Councillor Losey, “that Council directs administration to work with the Milk River and District Ag Society to mitigate water drainage.”	WIP
<u>Motion Carried 2023-256</u>	Moved by Councillor Degenstein, “that Council keep the ATCO Gas Franchise Fees at 30%.”	Complete
<u>Motion Carried 2023-257</u>	Moved by Councillor Degenstein, “that an urban chicken survey does not move forward due to lack of community support.”	Complete
<u>Motion Carried 2023-258</u>	Moved by Councillor Johnson, “that Council accepts the invitation to attend the 4H Banquet and designates administration to attend.”	Complete
<u>Motion Carried 2023-259</u>	Moved by Mayor Liebelt, “that Council write a response letter to the Horizon School Division regarding their last communication.”	WIP
<u>Motion Carried 2023-260</u>	Moved by Councillor Michaelis, “that Council write a letter to all ministries regarding the Visitor Information Centre, including the Milk River Watershed Council Canada.”	WIP

Request for Decision

Policy and Ice Policy

November 14, 2023



RECOMMENDATION

That Council approve Policy R3, Snow and Ice Control, as presented.

LEGISLATIVE AUTHORITY

Policy R3.0 Snow and Ice Control

BACKGROUND

The current Snow and Ice Control policy and priority map was approved on September 14, 2015.

At the November 14, 2022, Regular Council meeting, the Snow and Ice Control Policy was discussed, and amendments suggested. Subsequently, the revised policy was discussed at the February and March Council meeting. The revised policy is now back in front of Council for further discussion, confirmation, and approval.

Council approved the policy in September and there are some administrative amendments proposed in the policy, along with some clarifications on the maps.

RISK/CONSEQUENCES

1. Council may provide further direction on this policy. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. Snow and Ice Control Policy
2. Priority Route Maps

Council Policy R3 Snow and Ice Control



Responsibility: Public Works

Effective Date

September 11, 2023

References

Bylaw 139 Sidewalk Snow Removal

Council Resolution

2023-227

POLICY STATEMENT

An effective snow and ice control policy is necessary to allow the Town to function under normal winter weather conditions to reduce snow and ice hazards.

The aim of the snow and ice control policy is to provide reasonable winter driving conditions for vehicles that are properly equipped for winter driving and are operated in a manner consistent with good driving habits.

PURPOSE

To establish the standards, procedures and priorities for the snow and ice control program within the Town of Milk River to ensure for safe traffic movement.

The intent of the snow and ice control policy is to minimize economic loss to the community, ensure the available resources are best utilized, and to reduce the inconvenience and hazards of winter conditions for motorists.

SCOPE

Street and sidewalk snow and ice control throughout the Town of Milk River.

DEFINITIONS

Discretionary - Due to a variety of variables (weather conditions, operational limitations, and seasonal trending), some snow and ice control activities are initiated by administration outside the realm of this policy. The intent of having non-quantified triggers is to provide administration the flexibility to respond to upcoming weather projections, balance resources, and deploy measures to prevent situations that could restrict access for emergency and waste management vehicles. Discretionary does not apply to a performance target measure.

Laneway - also known as back alleys, Laneways provide access to the rear of properties.

Snow plowing - Pushing accumulated snow from the roadway surface either to the sides of the roadway or the centre of the roadway to ensure travel lanes are passable to traffic.

Windrow - A continuous ridge of snow running parallel to the road, created by Snow plowing operations.

RESPONSIBILITIES

The Chief Administrative Officer (CAO) and/or their designate, is responsible for the implementation of this policy.

STANDARDS

1. Guidelines

- 1.1. This policy sets out the priorities and procedures for snow and ice control, however, the Town may direct crews and equipment to work in areas requiring immediate attention due to emergency conditions or localized drifting.
- 1.2. The Town will take full advantage of all snow storage capacity of roadways to minimize the expenditures associated with snow removal and hauling.
- 1.3. The Town may adjust/alter any section within this policy when an emergency and/or when severe weather situations occur.
- 1.4. The Town will consistently endeavour to accomplish the tasks laid out within this policy in the most cost-effective and safe manner, while still maintaining the high level of service.

2. Service Levels

Level of service standards are established for Town controlled roadways according to their priority ranking. The level of service priorities is based upon emergency access and routing, traffic speed and volumes.

- 2.1. Service levels may be impacted by available resources, Council approved budget, equipment failures, and extreme weather conditions.
- 2.2. Snow plowing operations will be conducted on a seven days per week basis meaning that work may commence on weekends and holidays.
- 2.3. Private driveways or sidewalks will not be cleared by Town crews or equipment, with the exception of the sidewalks in the downtown commercial areas, the sidewalk in front of the recreation facilities, including the cement entrance pad and stairs in front of the curling rink and civic centre as depicted in Appendix A. Any minor snow removal will continue to be the responsibility of the business owners.
- 2.4. Except for downtown from 3rd Avenue down and across, Laneways or alleys will not be plowed by Town crews unless extensive snow drifting occurs and will be based upon request and the Discretion of the Town. The focus of Laneway clearing will be to provide access for emergency services and to permit access for garbage removal and business deliveries. Laneways will be cleared with a single pass. Residents will be responsible for clearing openings in the Windrows if access to private property is desired.
- 2.5. Roadway plowing will always take priority over Laneway plowing.

- 2.6. It is expected that there will be extreme weather situations where the immediate demand for snow and ice control services will exceed the available resources.
- 2.7. The Town may commence snow clearing as soon as possible after a storm.
- 2.8. During a blizzard or severe weather conditions, public works and the CAO may use Discretion to prioritize any areas they deem essential.

3. Roadway Plowing and Removal Priority Ranking (Appendix B)

3.1. Priority One

- Emergency Routes and Firehall
 - Firehall apron and sidewalk
- School Access
 - 3rd Avenue NE from ~~4th Street NE~~ Main Street to 3rd Street NE (blade not lifted)
 - North on 3rd Street NE from 3rd Avenue NE to 4th Avenue NE (blade not lifted)
 - 4th Avenue N from 3rd Street NE to 5th Street NE (blade not lifted)
- All of Main Street
- Prairie Rose Lodge
 - 1st Street NW and 4th Avenue NW
- Downtown Commercial Areas
 - Sidewalks in front of downtown businesses (conducted with equipment)
 - 1st Avenue from Railway Street to the alley west of Main Street
 - Laneways (from 3rd Avenue south to 1st Avenue and west to Railway Avenue)

3.2 Remaining Routes

- Public Works and the CAO will use Discretion to clear remaining priority routes (including campground and airport) based on determined needs.
- All other roadways throughout the Town, including 10th Avenue as well as 5th Street NE, from curb to grass, will be plowed. Snow pushed to the Windrow must be completed prior to snow removal.
- Highway #501 is the responsibility of Alberta Transportation; however, the Town will assist with plowing when resources are available. The contracted service provider conducts snow clearing, sanding, etc.

Commented [C1]: Clarifying this means that the Town will clear all of 5th Street, as well as 10th.

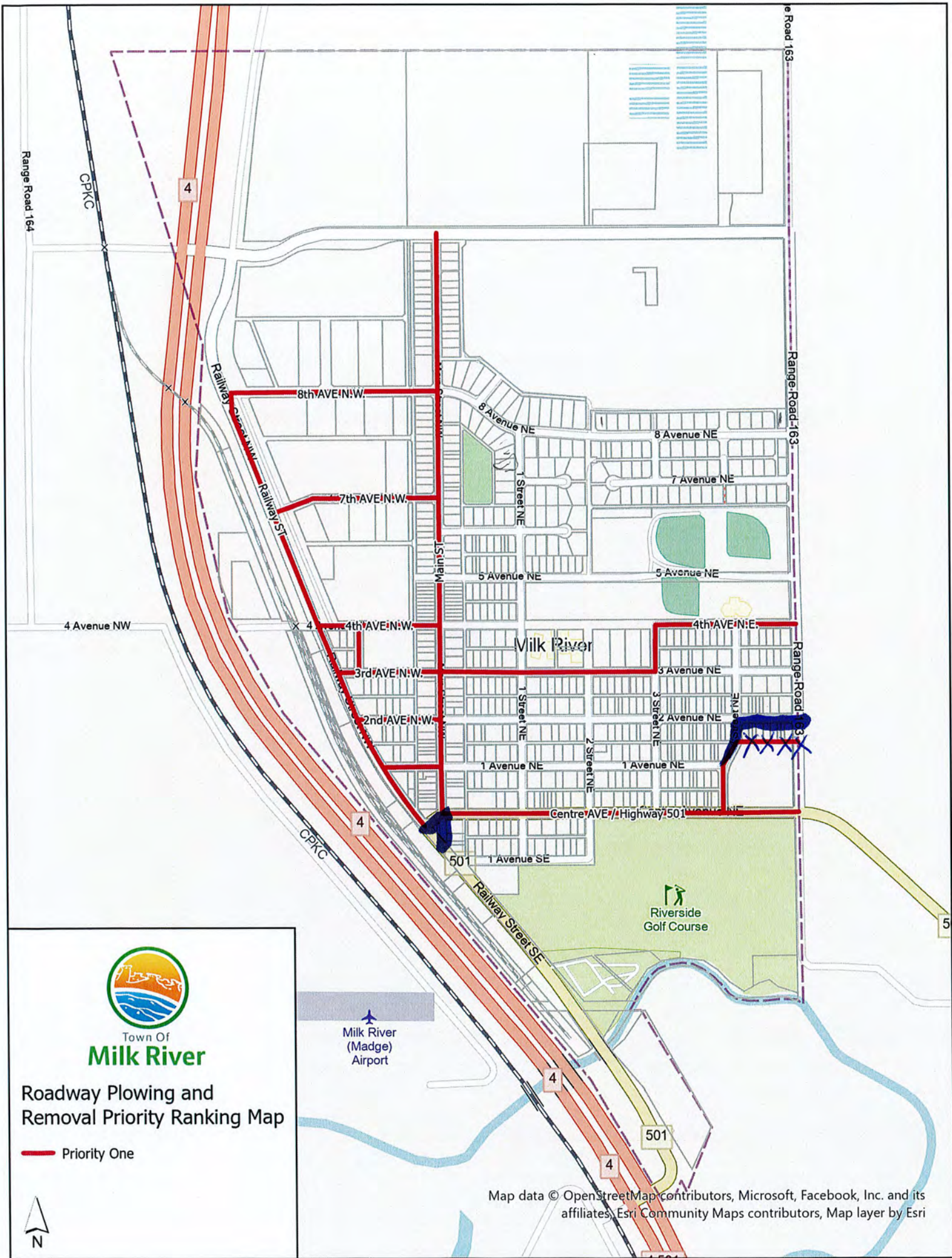
4. Snow Storage and Removal

- 4.1. The Town will build or place Windrows to the centre of the roadway or on the sides of the roads. The Town will make all reasonable efforts to ensure that the Windrows do not block access to private driveways. Windrows in the centre of the roadways will be utilized during extreme weather situations. Residents and businesses that push snow to the Windrow must be completed prior to Windrow pick up.
- 4.2. During extreme weather situations, boulevards may be utilized for snow storage and may result in damages to improvements and private trees within Town boulevards. Care and attention will be taken to reduce potential damage to private trees and boulevards; however, it will not be the responsibility of the Town to replant or reconstruct any damaged trees or boulevards.

- 4.3. At the Discretion of the Town, Windrows placed on the roadways will be hauled away once snow plowing has been completed and where there is the potential to cause safety or drainage issues.
- 4.4. All snow that will be hauled away will be moved to designated storage sites within the Town, as per Alberta Environment approvals and regulations.
- 4.5. All private snow removal contractors are strictly prohibited from dumping snow on any Town property, street, or snow storage site.

5. Sanding and Snow Fence

- 5.1. Roads are sanded on the same priority basis as Snow plowing.
- 5.2. Every intersection will be sanded at the end of every shift.
- 5.3. The Town is not responsible for any sand/gravel that may be left on boulevards after the snow has melted.
- 5.4. Every fall, snow fence will be erected along 8th Avenue NE in the laneway between 3rd and 4th Street NE.



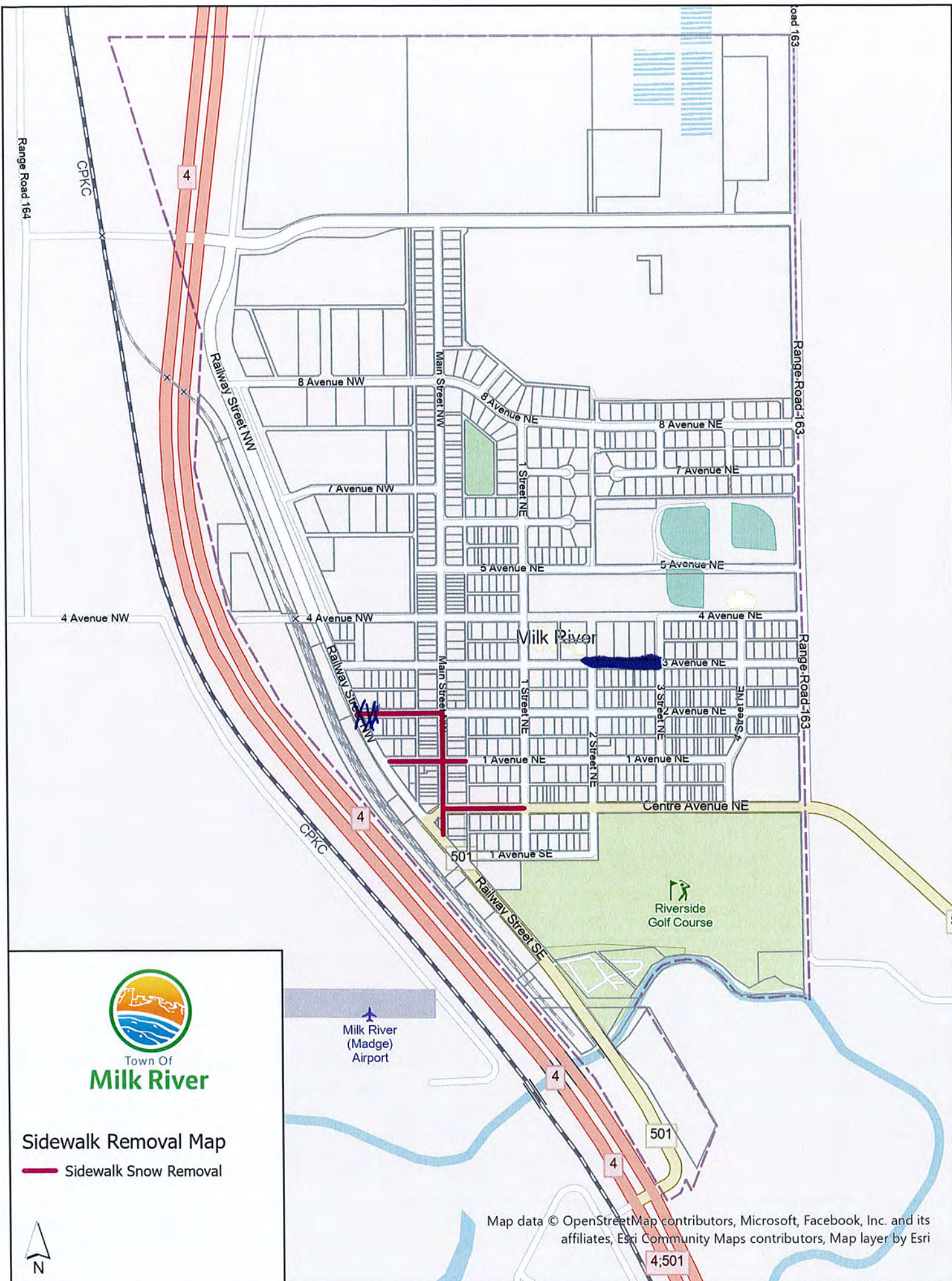
Town Of
Milk River

Roadway Plowing and Removal Priority Ranking Map

— Priority One



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri



Request for Decision

Safety Codes Bylaw 1044-23

October 10, 2023



RECOMMENDATION

That the Safety Codes Bylaw 1044-23, as amended, be given second reading.

That the Safety Codes Bylaw 1044-23, as amended, be given third and final reading.

LEGISLATIVE AUTHORITY

Quality Management Plan

BACKGROUND

Bylaw 918, Safety Codes was approved in November of 2004. As the Town of Milk River's Quality Management Plan was to be updated in 2023, a review of the bylaw provided a holistic view to ensure consistency.

Council gave first reading to Bylaw 1044-23 on September 11, 2023.

Changes to the Safety Code Bylaw include coming into force as of January 1, 2024, with the fee schedule to be part of a new Rates Bylaw.

RISK/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. Safety Codes Bylaw 1044-23

**TOWN OF MILK RIVER
BYLAW NO. 1044-23**

A BYLAW OF THE TOWN OF MILK RIVER, IN THE PROVINCE OF ALBERTA, TO ADMINISTER THE SAFETY CODES ACT BEING S.A. 2000 CHAPTER S-1 AS IT RELATES TO THE BUILDING, ELECTRICAL, GAS, AND PLUMBING DISCIPLINES.

WHEREAS the Council of the Town of Milk River, in the Province of Alberta, duly assembled may pass a bylaw pursuant to Section 8 of the Municipal Government Act, being Chapter M-26, Revised Statutes of Alberta 2000, as amended,

NOW THEREFORE, the Council of the Town of Milk River, duly assembled, hereby enacts as follows:

1. TITLE

1.1 This bylaw may be cited as the “Safety Codes Bylaw”

2. DEFINITIONS

“Act” means the Safety Codes Act S.A. 2000 C. S-1 and any Regulations passed pursuant to the Act;

“Administrator” means as Administrator appointed under the Safety Codes Act S.A. 2000 C. S-1;

“Building” means a structure and any part of a building or structure but does not include anything excluded by the Regulations from the definition of building;

“Contractor” means a Person or Organization that does or undertakes to do, either for his own use or benefit or for that of another, whether or not for the purpose of any gain, any process or activity to which this Act applies;

“Council” means the Council of the Town of Milk River;

“Electrical System” means an assembly or part of an assembly of electrical equipment or components used or intended to be used for the generation, transmission, distribution, control or utilization of electrical energy, but does not include anything excluded by the Regulations from the definition of electrical system;

“Electrical Work” means the actual installation, repair, and maintenance of an electrical system for the production, transmission, distribution, control or utilization of electrical energy for heat, light, and power purposes;

“Gas” means any gas or compressed gas or any mixture or dilution of gases and includes any combustible or flammable fluid but does not include gas or any mixture or dilution of gases or combustible or flammable fluid excluded by the definition of gas;

“Gas System” means any equipment or installation used or intended to be used in or in conjunction with the processing, transmission, storage, distribution, supply or use of gas but does not include anything excluded by the Regulations of the definition of gas system;

“Occupancy” means the use or intended use of a building or part thereof for the shelter or support of persons, animals, or property;

“Owner” means any person controlling any property under consideration;

“Permit” means an authorization in writing by a Safety Codes Officer to perform work regulated by this bylaw;

“Person” means an individual, partner, corporation, firm, society, cooperative, or other incorporated legal entity and their respective heirs, executors, administrators and assigns;

“Plumbing Equipment” means any piping, equipment, appliance or device used or intended to be used in a plumbing system, and any other thing defined as plumbing equipment in the Regulations;

“Plumbing System” means the whole or any part of a drainage system, a venting system, or a water system but does not include anything excluded by the Regulations from the definition of plumbing system;

“Quality Management System” means one or more of the Quality Management Plans for the disciplines of the building, electrical, gas and plumbing as approved by an Administration and as amended from time to time;

“Regulations” means a Regulations passed pursuant to the Act;

“Safety Codes Officer” mean the person or persons designated by an Administrator to act as a Safety Codes Officer and employed by an agency Accredited Agency to administer a portion of the Act.

3. SCOPE

- 3.1 This bylaw applies to the administration and enforcement of the Act within the Town of Milk River for the disciplines of building, electrical, gas and plumbing.

4. QUALITY MANAGEMENT PLANS

- 4.1 The Quality Management Plans adopted by the Town of Milk River or an Accredited Agency authorized by the Town of Milk River to enforce a portion of the Act within the Town of Milk River are meant to reflect an intention to exercise powers and perform duties under the Act in good faith. Nothing in any Quality Management Plan shall be taken to derogate from any defense afforded to the Town of Milk River, its employees, officers or administrators by virtue of any statute as amended from time to time and without restricting the generality of the foregoing by virtue of Section 12 of the Safety Codes Act S.A. 2000 C. S-1 and Sections 529, 530 and 535 of the Municipal Government Act, R.S.A. 2000 c. M-26.

5. ADMINISTRATION

- 5.1 This bylaw shall be administered by Safety Codes Officers employed by an Accredited Agency.
- 5.2 Subject to the terms of his or her designation and to the provisions of the Act, a Safety Codes Officer may administer and enforce the provision of this bylaw and is authorized to do all things necessary necessarily incidental to such administration to such administration and enforcement.

6. PERMITS

- 6.1 Every owner shall obtain all required permits or approvals prior to commencing the work to which they relate.
- 6.2 On receipt of an application, a Safety Codes Officer may issue a permit to a person who complies with the requirements of the Act the relevant Quality Management Plan.
- 6.3 A Safety Codes Officer may include terms and conditions in a permit.
- 6.4 If a Safety Codes Officer refuses to issue a permit, the Safety Codes Officer shall serve the applicant with a written notice of the refusal.

7. BUILDING PERMITS

- 7.1 Subject to the provisions of the Act, no person shall construct (including excavation for the purpose of constructing), add to, alter, renovate, demolish, relocate, or change the occupancy of any building within the Town of Milk River until and unless a building permit has been obtained pursuant to this bylaw.

8. ELECTRICAL PERMITS

- 8.1 Subject to the provisions of the Act, no person shall carry out work to which the Electrical Code applies until and unless an electrical permit has been obtained pursuant to this bylaw.

9. GAS PERMITS

- 9.1 Subject to the provisions of the Act, no person shall install, alter, or make additions to any gas installation until and unless a gas permit has been obtained pursuant to this bylaw.

10. PLUMBING PERMITS

- 10.1 Subject to the provisions of the Act, no person shall install, renew, alter, or make additions to any plumbing installation until and unless a plumbing permit has been obtained pursuant to this bylaw.

11. CONTRACTORS

- 11.1 Every Contractor shall comply with the requirements of all applicable legislation relating to the construction being performed.

12. INSPECTION MANDATE

- 12.1 Safety Codes Officers will perform inspections under the Act including but necessarily limited to those inspections referred to in the Quality Management Plan.

13. RESPONSIBILITIES AND OBLIGATIONS

- 13.1 No Contractor or Owner shall deviated from the plans and specifications forming a part of a permit or omit or fail to complete work required by the said plans and specifications accepted by the Safety Codes Officer, without first having obtained in writing the approval of a Safety Codes Officer to do so and, subject to the above, any person who acts pursuant to a permit shall do so in accordance with the Act and shall comply with the Act in any terms or conditions contained in the permit.
- 13.2 No Contractor or Owner involved in any work for which a permit is required shall cause, allow or maintain any unsafe conditions.
- 13.3 Any Owner or Contractor who knowingly submits false or misleading information contravenes this bylaw.
- 13.4 Every Owner shall allow a Safety Codes Officer to enter any building or premises at any reasonable time for the purpose of administering and enforcing this bylaw or if there is reason to believe an unsafe condition exists.
- 13.5 Every Owner is responsible for the cost of repair of any damage to public property or works located thereon that may occur as a result of undertaking work for which a permit is required.

14. AUTHORITY OF THE MUNICIPALITY

- 14.1 A Safety Codes Officer may exercise any and all powers given to him or her under the Act and without restricting the generality of the foregoing is empowered to order:
- 14.1.1 a person who contravenes the Act or this bylaw to comply with the provisions thereof within the time period specified;
 - 14.1.2 work to stop if such work is proceeding in contravention of the Act or this bylaw, or if there is deemed to be an unsafe condition;
 - 14.1.3 the removal of any building or part thereof constructed in the contravention of this bylaw;
 - 14.1.4 the cessation of any occupancy if any unsafe condition exists because of work being undertaken or not completed;
 - 14.1.5 correction of any unsafe conditions or contravention of the Act of this bylaw.
- 14.2 A Safety Codes Officer may refuse to issue any permit;
- 14.2.1 whenever information submitted is inadequate to determine compliance with the provisions of the Act;

14.2.2 whenever incorrect information is submitted.

15 FEES

15.1 Fees will be charged by the Town of Milk River for services rendered and the application for or issuance of any permits pursuant to the ~~fee schedule attached to and forming Appendix "A" to this bylaw.~~ Rates Bylaw.

16 SEVERABILITY

16.1 Should any provisions of this bylaw be invalid, then such invalid provisions shall be severed, and the remaining bylaw shall be maintained.

17 REPEAL AND EFFECTIVE DATE

17.1 This bylaw shall come into effect ~~upon receiving third reading~~ January 1, 2024.

17.2 Bylaw 918 is hereby repealed.

READ a first time this 11th day of September 2023

READ a second time this XX day of XXXX 2023

Received Unanimous Consent for consideration of third reading this XX day of XXXX 2023.

READ a third and final time this XX day of XXXX 2023

Larry Liebelt
Mayor

Kelly Lloyd
Chief Administrative Officer

SIGNED by the Chief Elected Official and the Chief Administrative Officer this XX day of XXXX 2023.

Request for Decision

Street Signs

November 14, 2023



RECOMMENDATION

That the street sign report be accepted as information.

LEGISLATIVE AUTHORITY

Alberta Traffic Act

BACKGROUND

At council's request, administration searched out pricing and examples of street signs.

RISK/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. Fox Email
2. Street Blade Bracket photo

From: Laurissa <laurissa@foxcanada.net>
Sent: October 12, 2023 1:45 PM
To: Kelly Lloyd
Subject: FoxCanada - Custom Street Blade - Wind Protection Options

Good afternoon Kelly,

I spoke with my team about ways to help protect the signs from wind. My team had a few options we can explore.

We can't do the "ribs" as we chatted about yesterday, as the ones we quoted you are flat sheeted. The Drumheller signs are closer to the traditional extruded street blade, as seen in the image with the green street blades below.

If you want the signs to be sturdier, then a 12inc Bracket is a recommendation. Usually, they are 5inch brackets but 12in would be sturdier.

The other option is to make the signs with 3mm AL signs instead of 2mm AL but that would be more costly.

I will give you a call in a bit to ensure you have received my email and discuss these options. Thanks!

Warmest Regards,

Laurissa Jess | Customer Support Representative
FOXCANADA

P. (403) 548-8147 | Toll-Free. (866) 548-8147
A. 127-6227 2nd St SE, Calgary, AB, T2H 1J5
E. laurissa@foxcanada.net
W. www.foxcanada.net

Check out our new website: www.foxcanada.net

Stay Connected:
[Facebook](#) | [LinkedIn](#) | [Twitter](#)

Our Mission is Simple:
"To Create Exceptional Customer Value and Deliver an Extraordinary Customer Experience"



Gorgosaurus St.

ST W

RAILWAY AVE

Request for Decision

Correspondence

November 14, 2023



RECOMMENDATION

That correspondence for the period ending November 14, 2023, be accepted as information.

LEGISLATIVE AUTHORITY

BACKGROUND

Correspondence is a collection of general information received at the Town Office and is provided to Council as information.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in correspondence. Council shall be specific in the direction it provides.
2. Council may direct Administration on any item contained in correspondence.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. Municipal Affairs - 2022 Indicator Results
2. FCSS Report
3. Emerging Trends in Municipal Law
4. ATB Financial 2024 Economic Outlook
5. Fortis - Alberta Utilities Maximum Investment Levels Decision

From: Municipal Information Services <ma.updates@gov.ab.ca>
Sent: October 30, 2023 3:17 PM
To: ! CAO
Cc: finance@milkriver.ca; Municipal Information Services
Subject: 2022 Municipal Indicator Results: Town of Milk River (0218)

Kelly Lloyd
Chief Administrative Officer
Town of Milk River

Dear Kelly,

Alberta Municipal Affairs annually reports a performance measure that identifies the percentage of municipalities deemed to 'not face potential long term viability challenges based on their financial and governance indicators'. This performance measure is used as a benchmark for measuring the ministry's efforts to ensure Albertans live in viable municipalities and communities with responsible, collaborative and accountable local governments.

The performance measure is based on analysis of 13 municipal indicators. Each of the 13 municipal indicators has a defined benchmark. A municipality is 'not deemed to face potential long term viability challenges' as long as it does not flag a critical indicator or three or more non-critical indicators. The ministry compiled and verified the data collected from Alberta's municipalities for the 2022 financial year and is pleased to inform you that your municipality did not flag any indicators for this year's municipal indicator results reporting.

Municipal indicator results are available on the online Municipal Indicator Dashboard (www.alberta.ca/municipal-indicators).

If you would like to discuss your results or the future release of these results on the Municipal Affairs website, please contact the Municipal Services Division at toll-free 310-0000, then 780-427-2225, or via email at ma.advisory@gov.ab.ca.

Thank you,

Gary Sandberg
Assistant Deputy Minister

cc: Kim Swanson,

Classification: Protected A

2023



REPORT TO MUNICIPALITIES OUTREACH SERVICES



Strengthening Families in rural Alberta

www.fcss.ca

Alberta

OUTREACH SERVICES PRIORITIES

DEPARTMENT PRIORITIES

SENIOR SERVICES

Outcome Statement: Seniors have increased capacity to enhance their well-being.

- Increase the number of opportunities for social connections between seniors and children/youth.
- Deliver 4-6 opportunities for caregivers.
- Deliver 2-3 presentations (i.e. life-long learning opportunities) within all 16 communities.
- Refine the process for tracking senior clients attending FCSS programs.

VOLUNTEER SERVICES:

Outcome Statement: FCSS volunteers feel valued.

- Increase the number of volunteer hours across the organization by 10%.
- Increase the number of taxes completed through the Community Volunteer Income Tax Program.
- Refine the process for tracking senior clients attending Family and Community Support Services' (FCSS) programs.

YOUTH SERVICES:

Outcome Statement: Youth (6-18) have increased capacity to manage life's challenges through education, collaboration and outreach services.

- Develop an evaluation process for all youth programs.
- Obtain sustainable resources (funding and staffing) on a long-term basis.
- Work with partners to establish 2-3 new community driven initiatives.
- Incorporate mental wellness awareness in all youth programs.

► SENIOR SERVICES

546 Individuals supported

407 Direct service hours (11% increase from 2022)

After attending FCSS programs, **92%** of seniors feel better about their ability to take action towards improving their life.

► YOUTH SERVICES

1,410

Direct service hours

285 youth involved in programs (82% increase from 2022)

After attending FCSS programs, **85%** of youth feel that they are better at solving problems.

► VOLUNTEER SERVICES

169 Registered volunteers

3,855 Volunteer hours
(8% increase from 2022)

494 Tax returns completed (11% increase from 2022)

58% of volunteers are between the ages of 6-17

83% of volunteers believe that they make a difference when they volunteer.

** Data used in this report was collected between September 1, 2022 – August 31, 2023*

MEET THE TEAM



KAITLYNN WEAVER

**Outreach Services
Supervisor**



KORI KURYVIAL

**Farm Family
Outreach Coordinator**



LORENA AHMADI

**Farm Family
Outreach Worker**



EMILY FREIBERG

**Farm Family
Outreach Worker**



CINDY LAUWEN

**Volunteer Services
Coordinator**



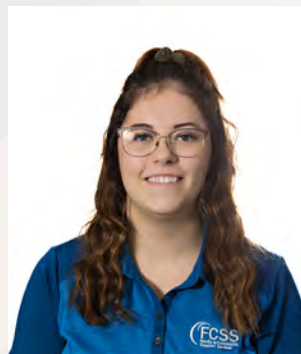
RENEE WHITE

**Senior Services
Coordinator**



JILLIAN BOYD

**Youth Development
Coordinator**



TRINITY WALKER

**Youth Development
Coordinator**



ANITA WIEBE

**Youth Development
Coordinator**



JARRED MEYERINK

**Youth Development
Coordinator**

PROMOTING FCSS & SUMMER EVENTS

In 2023, FCSS expanded its reach by hosting or supporting 53 summer fun events for all ages, including youth, children, families, and seniors. FCSS also participated in 9 municipal parades.

9 Parades Barnwell, Barons, Coaldale, Coalhurst, Coutts, Nobleford, Picture Butte, Taber, Vauxhall

53 Summer fun activities

More than **1,800** individuals participated

Barnwell, Barons, Coaldale, Coalhurst, Coutts, Enchant, Grassy Lake, Iron Springs, Milk River, Monarch, Nobleford, Picture Butte, Raymond, Shaughnessy, Stirling, Taber, Vauxhall, and Warner.



Town Of
Milk River



COMMUNITY FOUNDATION
LETHBRIDGE + SOUTHWESTERN ALBERTA



FCSS and the Town of Milk River have purchased a NeighbourGOOD Trailer

By Garrett Simmons
FCSS Communications

There are about to be some good times in the NeighbourGOOD this summer!

Family and Community Support Services and the Town of Milk River has purchased a NeighbourGOOD Trailer, stocked with all of the necessary ingredients to host a successful event. This trailer was funded by the Community Priorities Fund grant from the Community Foundation of Lethbridge and Southwestern Alberta.

The trailer will be out and about all summer at community events, parades and celebrations, so its maiden voyage included a stop at the Coutts community parade. Kelly Lloyd, Chief Administrative Officer, is looking forward to the positivity that the trailer will bring to the community. "The Town of Milk River is excited about this project as it helps to create neighbourliness in the area and bring people together," she said. "The great thing about the trailer is that this is truly a collaborative effort to spread joy throughout the region."



The colourful trailer comes ready with family friendly games, tables and chairs, a cooler and other elements that will eventually allow locals to use the trailer to host larger events such as block parties.

"This year, we're taking it around our communities to demonstrate that it's out there. Next year, how-

ever, people will be able to book it through FCSS to use it for their events," said Weaver.

Charleen Davidson, Executive Director of the Community Foundation of Lethbridge and Southwestern Alberta, added the trailer will be a fantastic community resource.

Continued on Page 2



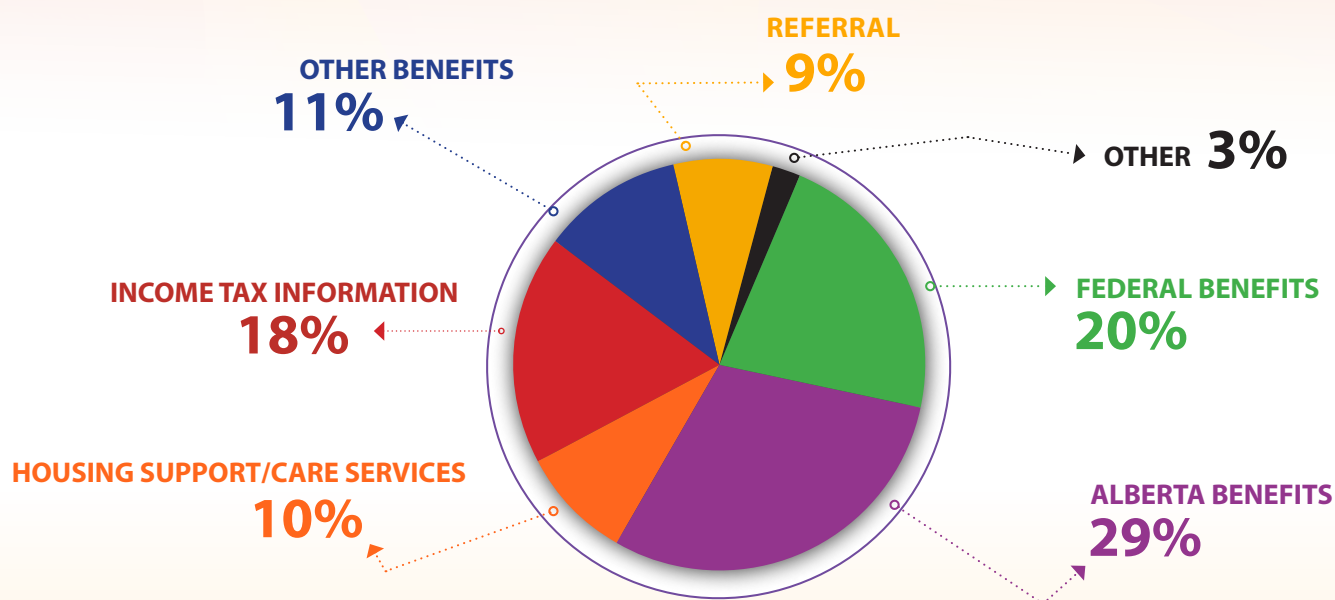
With the support of FCSS, the Town of Milk River was successful with a grant request to the Community Foundation of Lethbridge and Southwestern Alberta for a 'NeighbourGOOD Trailer.' The utility trailer is stocked full of family-friendly games, craft supplies, tables, and chairs – everything one would need to host a fun and engaging neighbourhood event. The trailer was hauled to nearly every parade in the region and was featured at multiple Summer Fun activities..

SUPPORTING SENIORS

INFORMATION AND SUPPORT

The Senior Services team offers in-person support for seniors who need help filling out paperwork to access their benefits. Staff also offer resources or additional supports to navigate local, provincial, or federal systems.

546 Individuals directly supported.



244 Seniors were referred to other organizations or provided with information about resources that they could access outside of FCSS services.

KEY:

- **Federal Benefits** = Assistance filling out Old Age Security and Guaranteed Income Supplement.
- **Alberta Benefits** = Assistance filling out Alberta Special Needs Assistance paperwork.
- **Housing Support/Care Services** = Support accessing housing, transportation, and Home Care services.
- **Income Tax Information** = Answering questions about income taxes after tax documentation has been submitted.
- **Other Benefits** = Assistance applying for Income Support, AISH, and other benefits.
- **Referrals** to other organizations.

PROGRAM HIGHLIGHT: SENIOR SPEAKER SERIES

Alongside the Taber Public Library, FCSS offered **10** informative presentations to **95** seniors. Presenters included representatives from the Canada Revenue Agency and Service Canada, lawyers, and experts in decluttering spaces.

"Thank you, it was very helpful to review this information.

Presenter was very knowledgeable" – Senior

"I gained some valuable information attending this workshop!" – Senior



BETWEEN FRIENDS AND PRECIOUS CONNECTIONS

These programs provide children/youth and seniors with the opportunity to connect with one another.

Communities Served: Coaldale, Nobleford, Stirling, & Raymond

369 Children & **273** Seniors

"I loved between friends and want to do it again next year." – Youth

"Good way to associate with the little ones and get to know them and their moms" – Senior



100% of seniors and **80%** of children now feel more comfortable with people from another generation.

SENIORS' CONFERENCE

Communities Served: Raymond



Funded by the New Horizons' for Seniors Program from the Government of Canada, FCSS hosted the Living Well, Living Rural Seniors' Conference, which was attended by over 100 seniors from the FCSS region. The day included a keynote address from John Carstairs, a catered lunch, and resource tables.

96% of seniors reported that, as a result of the conference, they feel better about their ability to take action towards improving their life.

"Very well organized, food was great, speaker was excellent, entertainment was super" – Senior

Funded by the
Government of Canada's
New Horizons for Seniors Program

Canada

SENIORS' WEEK CELEBRATION

Seniors were invited to Picture Butte's Coyote Flats Pioneer Village to celebrate Seniors' Week with food, music, and fun! Seniors' Week recognizes the contributions seniors make to enhance the quality of life in Alberta.

60 Seniors



FARM FAMILY OUTREACH PROGRAM

Funded by the Canadian Red Cross and the Public Health Agency of Canada, FCSS's Farm Family Outreach program helps to support the agricultural community and their families. Farm Family Outreach staff provide system navigation supports, connect farmers and their families to local resources (including FCSS's Counselling Services), and host events to recognize the important contributions of women on the farm.

Over **300** farmers and service providers supported



Financial contribution from



Canadian
Red Cross



Public Health
Agency of Canada

Agence de la santé
publique du Canada



SUCCESS STORY

A farming family reached out to the Farm Family Outreach program looking for resources to assist in resolving a family conflict. The parents, who were quite elderly, wanted to hand the farm down to their two adult sons so that they could relieve themselves of the responsibilities of overseeing the farm. Unfortunately, the sons did not get along and were struggling to work together. The parents were looking for someone to mediate a family meeting to resolve the issues in order to pass the farm down to their sons. The Farm Family Outreach Coordinator referred the family to Counselling Services and the family agreed to counselling. Over the course of three sessions, the conflict was successfully addressed, and all members of the family were pleased with the process. They were also appreciative of the fact that this type of free service was available to them as a farming family and that it was offered in a timely manner. At the moment, the family has not yet decided how the farm will be passed down to the sons. However, it is clear that the family relationship is well on the mend.

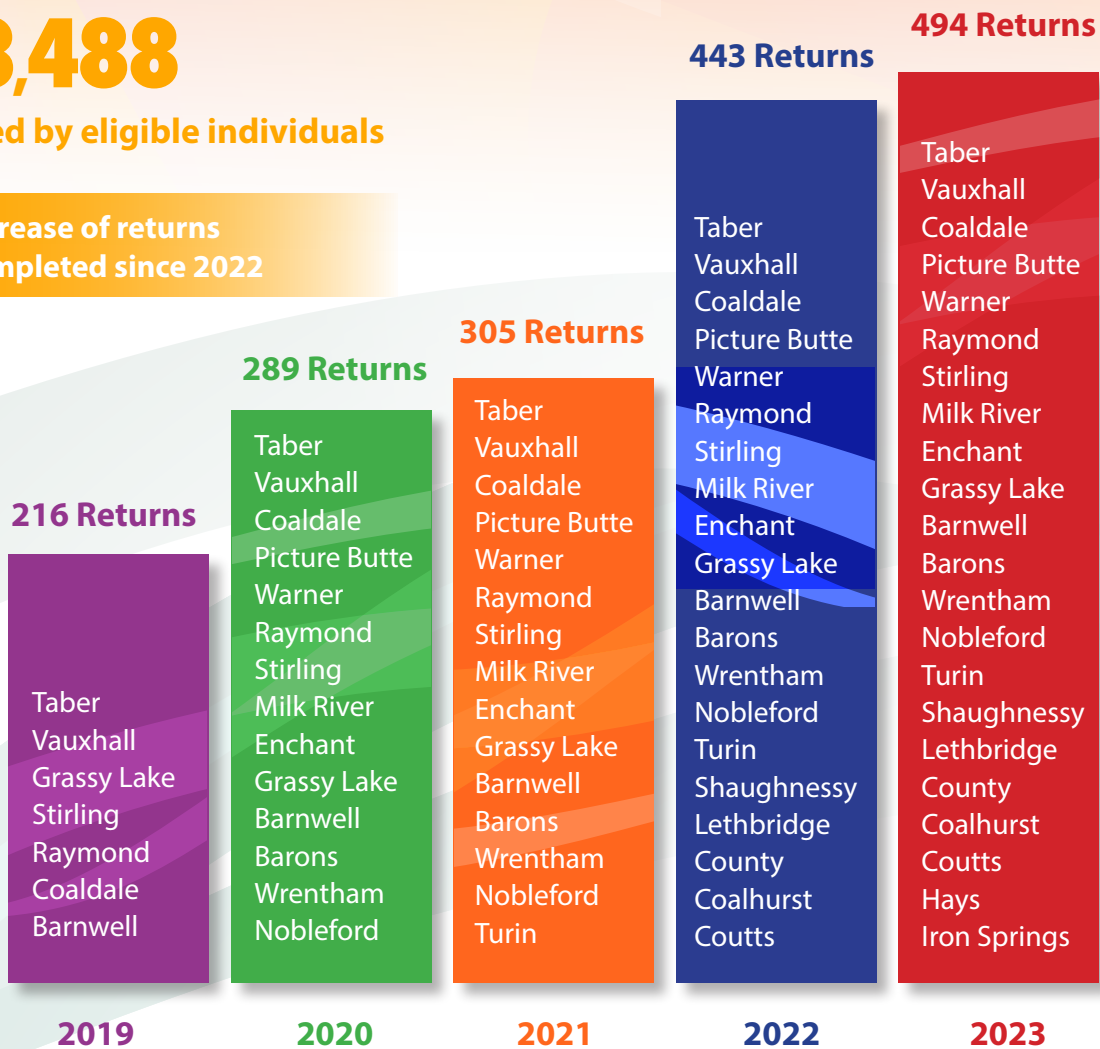
COMMUNITY VOLUNTEER INCOME TAX PROGRAM

The Community Volunteer Income Tax Program (CVITP) is offered through a partnership between FCSS and the Canada Revenue Agency. The CVITP works with organizations in the community to host free tax preparation clinics. The CVITP arranges for volunteers to complete income tax returns for eligible individuals with a modest income and simple tax situations.

\$4,843,488

Benefits received by eligible individuals

11% Increase of returns completed since 2022



61% Female

18% Low German Mennonite

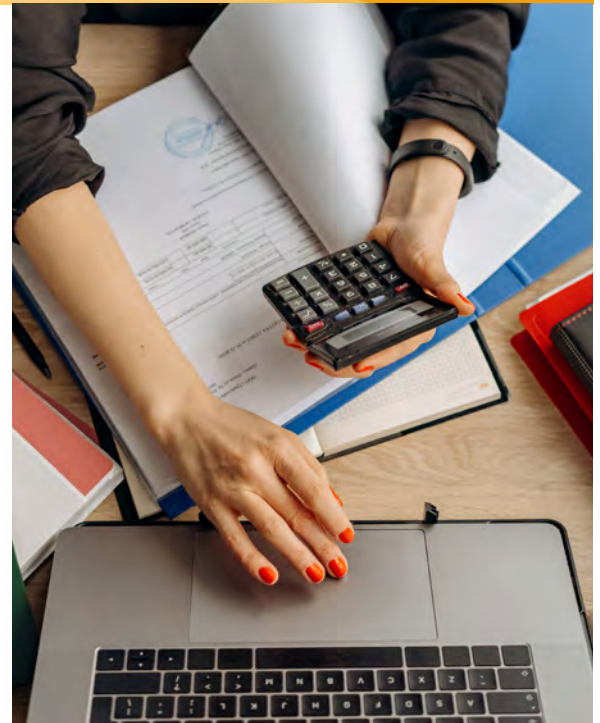
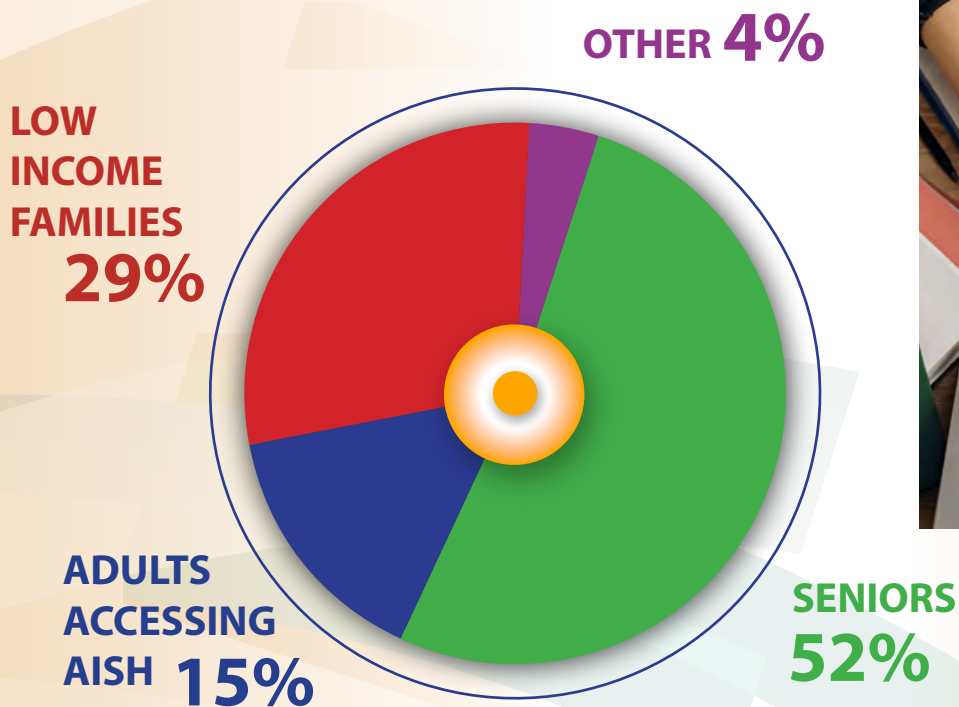
5% Indigenous



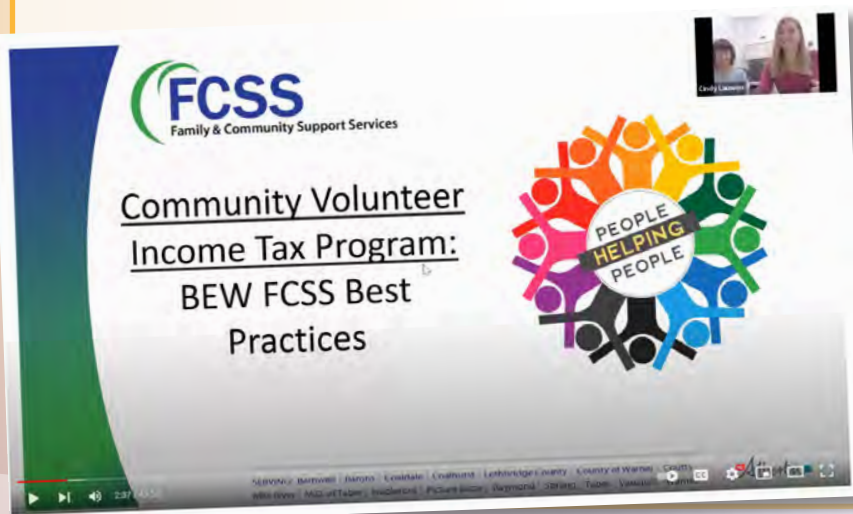
Canada Revenue Agency

Agence du revenu du Canada

TYPES OF CLIENTS SERVED:



COMMUNITY VOLUNTEER INCOME TAX PROGRAM: BEW FCSS BEST PRACTICES (FCSSAA WEBINAR)



Cindy Lauwen and Kaitlynn Weaver presented to 35 staff from FCSS programs across the province about the success of BEW FCSS's tax program. They shared their knowledge to help other FCSS's improve the efficiency and integrity of their own tax program.

VOLUNTEERING WITH FCSS

TAX PROGRAM

The CVITP was offered in-person by scheduling short appointments for clients to drop off their paperwork across the FCSS service area. This allowed for more clients to receive quick service and gave the CVITP volunteers the freedom to work on the tax refunds on their own schedules.

5 Volunteers

239 volunteer hours



CLOTHING AND TOYFEST

FCSS staff and volunteers collected, organized, and then offered donations to local families for free.

Nobleford • Picture Butte • Stirling • Vauxhall

184 Non-registered volunteers

330 volunteer hours

MEALS ON WHEELS

Volunteers in Coaldale and Picture Butte delivered meals to seniors.

200 Non-registered volunteers

356 volunteer hours



VOLUNTEERING WITH FCSS

The DO Crew and DO Crew Jr. are volunteering and leadership programs for youth ages 11-18 hosted across the FCSS service area.



125

Youth participants

DO Crew - 58

DO Crew Jr. - 67



1,054

Youth volunteer hours

DO Crew - 807

DO Crew Jr. - 247

(64% increase in volunteer hours)

COALDALE YOUTH DO CREW BUILDS A LITTLE FREE PANTRY

The Little Free Pantry is a project developed by the Coaldale DO Crew to help address food insecurity in the Town of Coaldale. The development of the Little Free Pantry was made possible through the combined efforts of the DO Crew youth, FCSS, and the Town of Coaldale. Funding for the project was provided by the Coaldale Community Wellness Association.

SERVICE
JEUNESSE
CANADA



CANADA
SERVICE
CORPS

Canada



VAUXHALL DO CREW JR. CLEANS FIRETRUCKS FOLLOWING A GRASS FIRE



100% of youth report that, as a result of this program, they are more confident in their leadership and life skills.

DEVELOPING YOUTH RESILIENCE

COALHURST YOUTH CENTRE

39 children and youth participated in the Coalhurst Youth Centre to help youth develop skills in emotional and social regulation and resiliency. Youth were able to connect with Tiki the Therapy Dog who helped youth feel calm and relaxed as they learned to practice self-care.

"I enjoy meeting new people here!" – Youth Participant

"My son enjoys going to the community center on Thursdays. It doesn't matter if it's a small group or a large group of kids. It's given him more independence as he walks from school to the community center. That hour and a half helps him with his ADHD and ODD" – Parent



PRESENTATIONS TO INCREASE YOUTH RESILIENCY

The Youth Development Coordinators presented to over 250 youth across the region about the importance of creating and maintaining healthy relationships, responding to peer pressure, and setting healthy boundaries.

91% of youth report that, as a result of the presentation, they know adults that they can go to when they need help.

YOUTH EVENTS

Youth Development Coordinators attended 3 events to promote youth resiliency across the region. This included the Taber Spark Fair, the Horizon School Division's Backpack Program, and McHappy Day.



GENERAL INTEREST COURSES

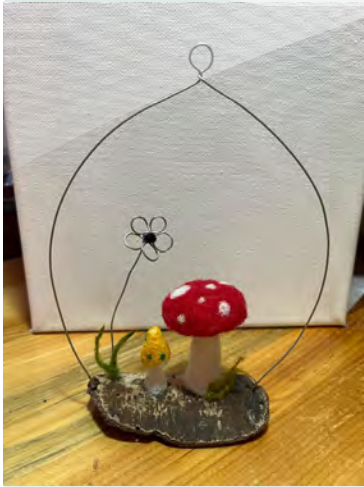
FCSS offered General Interest Courses to residents in the County of Warner. These courses offered a range of fun activities that helped residents develop skills, connect with others, and have fun!

Communities Served: Raymond, Stirling, Coutts, Milk River, Warner

63 participants

"Well prepared and executed. The small class made interaction with others delightful! Well done, girls. Thank you!"

- GIC Participant



"Instructor was very engaging and helpful! And artistic!" - GIC Participant

"My kids and I loved it" - GIC Participant



Chocolatiers hone skills in Warner and Milk River

By Garrett Simmons
FCSS Communications

Ever wonder how chocolate is made? Just how, exactly, does someone take cocoa beans and turn that into a delicious treat?

Earlier this month, residents in the County of Warner got answers to those very important questions, thanks to Rebekah Moedt, the owner of Eleven Teen Bean to Bar.

Moedt ran a Family and Community Support Services General Interest Course (GIC) for county residents, as locals had an opportunity to learn all about the process.

"What I do is I make chocolate from cocoa beans from Ecuador," said Moedt. "In the class, I brought in dark chocolate and white chocolate that I made, so people could mix it and create their own."

The Making Milk Chocolate in Milk River class was a huge hit, according to FCSS Outreach Services Supervisor Kaitlynn Weaver.

"Based on how quickly folks filled up the class, I think it was something that was very popular," she said. "I think having it in their community, being able to participate with their friends and not have to go to Lethbridge, it was really nice."

Amateur chocolate makers will have three more opportunities to learn about the craft, as Moedt is hosting Father's Day themed courses (Dad's Like Chocolate Too) on June 9 in Warner and June 16 in Stirling.

Moedt explained the bean-to-bar concept creates a simple three-ingredient chocolate, much different than store-bought candy. The type of chocolate

she creates is only available locally in Calgary, Fernie and through her Lethbridge-based business.

"They were very surprised to learn about how chocolate is made and where it is made," said Moedt, who added participants were extremely engaged throughout the class. "They were a fun bunch. They were like sponges and asked a ton of really good questions."

Of course, chocolate making is just one of the course offerings FCSS has on tap for County of Warner residents, who have the opportunity to learn about painting, making wire rings, mixed-media art and hammered brass and copper earrings, to name just a few.

"It's an opportunity for residents to learn some new skills and some old skills and connect with other folks in their area," said Weaver of the GIC initiative. "We're connecting with really cool instructors."

Partnerships with communities throughout the county allow FCSS to host the courses in convenient, local venues, to help instructors share their knowledge with people eager to learn something new.

"We're really grateful that instructors like Rebekah are interested in helping out and trying something new with us," said Weaver. "We're really lucky to have good relationships with the municipalities that are hosting the courses."

To view the list of upcoming courses, please visit FCSS's Eventbrite website here: GENERAL INTEREST COURSES or call Kaitlynn at (403) 795-4627.

More information on Eleven Teen Bean to Bar can be found here: ELEVENTEEN.



MOVING IN, MOVING ON & MOVING UP: LIVING WELL IN RURAL CANADA 2023 CONFERENCE

Outreach Services staff presented at a national conference on their experiences working in rural southern Alberta as well as the unique and innovative programs and services offered by FCSS. Emily, Kori, Jillian, and Kaitlynn addressed some of the observed challenges experienced by southern Albertan youth, seniors, and families and offered valuable insight into the realities of rural and remote living.



YOUTH WELLNESS FORUM

FCSS Youth Services staff attended the 'Voices of Youth Mental Wellness Community Forum' in Lethbridge to share their experiences working with rural and diverse youth in southern Alberta. This event connected youth ages 12-17, parents, government officials, policy makers, and helping professionals working with youth to explore different ways to improve the mental wellness of youth in southern Alberta.



Serving:

Barnwell | Barons | Coaldale | Coalhurst | Lethbridge County
County of Warner | Coutts | Milk River | M.D. of Taber | Nobleford
Picture Butte | Raymond | Stirling | Taber | Vauxhall | Warner

From: [Moyo, Nicole](#)
To: cao@millriver.ca
Subject: Save the Date: Emerging Trends in Municipal Law 2024
Date: October 11, 2023 12:28:24 PM
Attachments: [image001.png](#)

EMERGING TRENDS IN MUNICIPAL LAW

PRESENTED
BY



BROWNLEE LLP
Barristers & Solicitors

CALGARY February
8th, 2024

EDMONTON February
15th, 2024

Save the Date: Emerging Trends in Municipal Law 2024

Brownlee LLP cordially invites you to our annual Emerging Trends in Municipal Law seminar, aimed at delivering expert insight and understanding into the field of municipal law. Join us as we delve into the challenges, opportunities and changes that lie ahead for municipalities, while providing invaluable strategies to empower municipal success at this invite-only event.

Please mark your calendars and feel free to reach out to me at nmoyo@brownleelaw.com if you have any questions.

Stay tuned for further updates!

Emerging Trends dates:

- Feb 8th 2024 – Calgary
- Feb 15th 2024 – Edmonton

Sincerely,

Brownlee LLP

This message is sent on behalf of the Brownlee Municipal Practice Area.

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Ahead of the crowd: Alberta's economy heading into 2024

Summary

Slower growth ahead

As we enter the final stages of 2023, it's evident that Alberta's economy has weathered the inflation storm better than most. Albertans have kept spending and job growth has been brisk, even as interest rates have soared.

This resilience shouldn't be entirely surprising. As a major commodity producer, higher prices have boosted incomes in the province, cushioning the impacts of inflation even as consumers get squeezed. Nonetheless, we've been surprised by some of the strong readings—particularly consumer spending, employment, and population growth.

We have upgraded our Alberta real GDP forecast for 2023 to 2.7%—from 2.4% in June—based on stronger-than-expected results to date. An expanding energy sector and an influx of people from other provinces will help propel Alberta's growth ahead of other provinces. Compared to earlier in the year, [Alberta businesses](#) intend to invest more, and the outlook for sales has improved.

Moving into 2024, the headwinds will create more drag. There is a lag between higher interest rates and their impacts on the economy—more households and businesses will face higher borrowing costs next year. Softer global economic conditions are another headwind. Next year, growth of 2.0% is forecast—a downgrade from 2.2% in June—before improving to 2.6% in 2025.

Alberta has emerged from a difficult period, starting with the oil price crash of 2014-15, leading into market access challenges in 2019, and then the 2020 pandemic. After moving past 2014 real GDP levels in 2022, the province is now firmly in expansion mode.

Keeping up with the population

Alberta is setting demographic records. It is estimated that over 200,000 people were added to the province since last summer. That's the equivalent of two Red Deers. For context, the previous record was 106,500 in 2013. We have upgraded our forecast for annual population growth in 2023 a full point to 4.5%—the highest rate of growth since 1981.

All provinces are experiencing an *international* migration boom, but Alberta is experiencing something beyond that: an influx of people from other provinces. Population growth will slow, but it will remain elevated at 2.5% next year. More people means more housing demand, consumer spending, and a larger labour force.

Wounded from the inflation fight, but not down

Alberta is not immune in the Bank of Canada's fight against inflation. The 4.75 point interest rate increase since March 2022 is one of the most aggressive since the 1990s. While we expect the Bank will press pause for the rest of the year, a larger impact will be felt in 2024. More loans will be renewed at higher rates, increasing debt servicing costs, and weighing on consumer spending and business investment. Higher interest will continue to pull on construction, but we think the push force from population-driven demand will be stronger. Housing starts is one area where we've upgraded our forecast.

Turbulence

While Alberta's economy is moving faster than others, it hasn't been a smooth flight. The wildfires in May and June disrupted economic activity, and the strikes at the B.C. ports slowed trade with Asia in July. The agriculture sector faces strong long-term prospects, and has come off a record year for production. But this year has had much more challenging conditions, particularly in the south, central east, and far north west where conditions are much drier than normal.

Risky (forecasting) business

In developing this outlook, we've analyzed current trends, ran a model, and consulted with others. We are confident, but also humble. As such, we're providing a high and a low case scenario for real GDP. The ultimate outcome of the inflation fight remains unclear. While a soft landing looks more probable now than in June, global conditions are foggy. A harder landing cannot be ruled out.

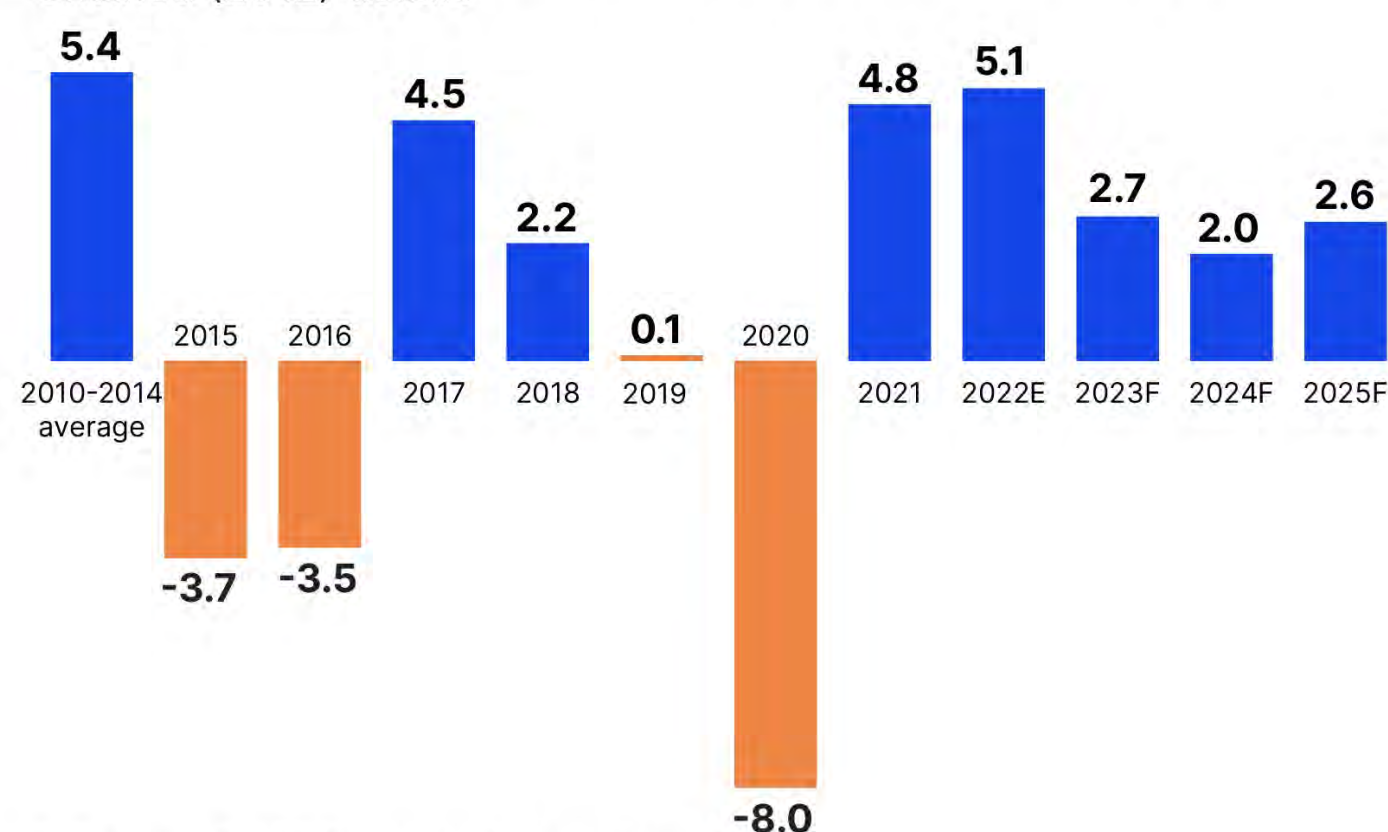
ALBERTA ECONOMIC OUTLOOK

ATB

September 19, 2023

Annual % change in Alberta's real GDP

Chained (2012) dollars

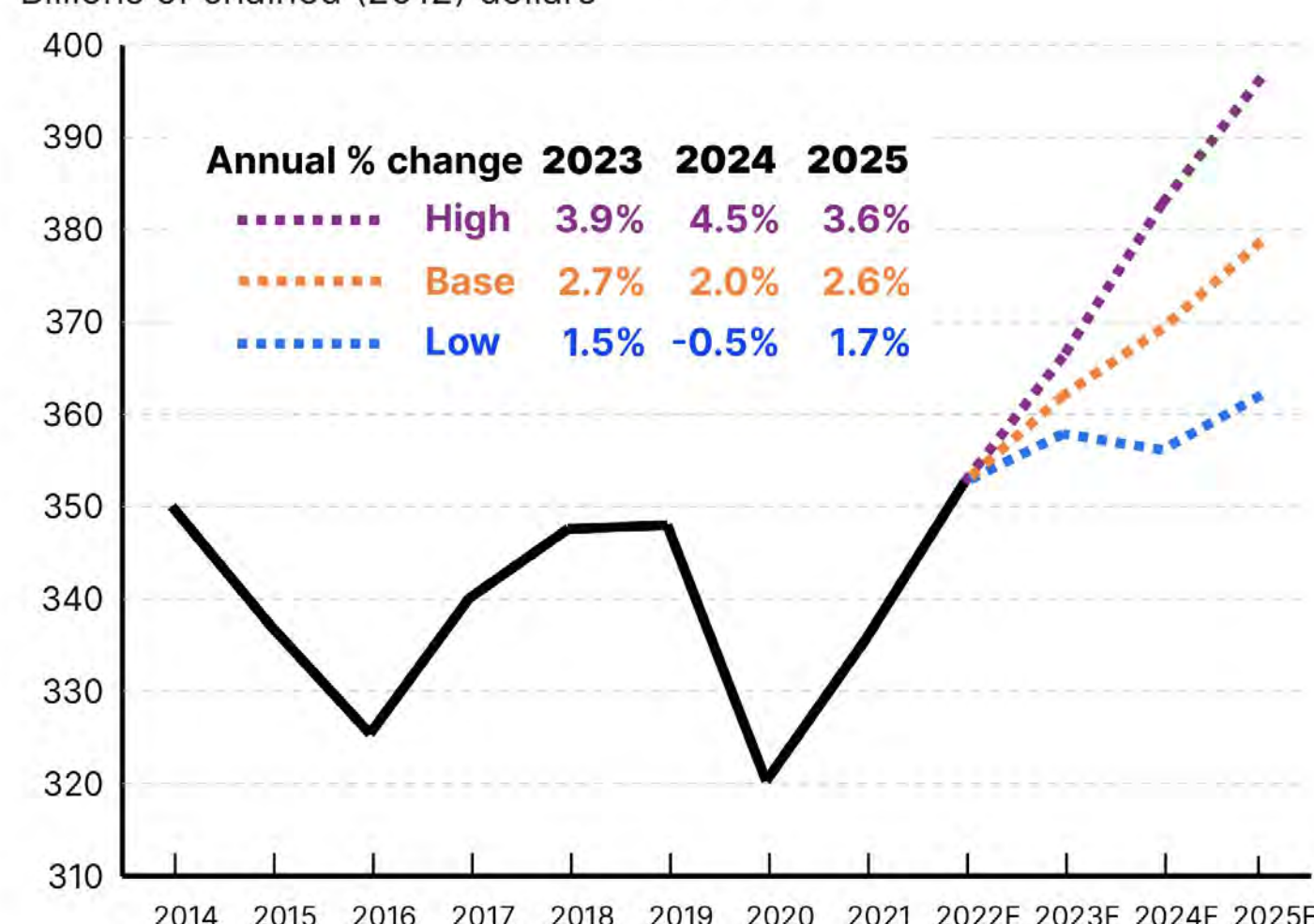


E=Estimate, F=ATB Economics forecast (base case)

Source: Statistics Canada Table 36-10-0222-01 and ATB Economics

Annual real GDP in Alberta

Billions of chained (2012) dollars



E=estimate, F=forecast Source: Statistics Canada Table 36-10-0222-01 and ATB Economics

	Actuals		Forecasts		
	2021	2022	2023	2024	2025
Real GDP (annual % change)	4.8	5.1*	2.7	2.0	2.6
Nominal GDP (annual % change)	26.2	20.3*	-2.9	5.1	5.8
Employment (annual % change)	5.4	5.2	3.6	1.8	2.3
Unemployment rate (annual average %)	8.6	5.8	5.9	5.9	5.6
Participation rate (annual average %)	69.7	69.8	69.8	69.5	69.4
Retail sales (annual % change)	11.7	6.9	4.6	3.6	5.4
Annual housing starts (000s)	31.9	36.5	32.4	38.5	35.6
Consumer Price Index (annual % change)	3.2	6.4	3.7	2.3	2.0
Population (July 1, annual % change)	0.6	2.2	4.5	2.5	2.1
Financial assumptions					
WTI crude (annual average US\$/bbl)	68	94	78	75	72
WCS crude (annual average US\$/bbl)	55	75	61	57	57
AECO gas (annual average CDN\$/MMBtu)	3.6	5.4	2.7	3.6	3.8
Canada-US exchange rate (US\$/CDN\$)	0.80	0.77	0.75	0.76	0.77
3-month T-Bill rate (annual average %)	0.13	2.43	4.75	4.65	3.50

*Estimate Sources: Statistics Canada Tables 36-10-0222-01, 14-10-0393-01, 20-10-0056-01, 34-10-0126-01, 18-10-0004-01, 17-10-0005-01; U.S. Energy Information Administration; GLJ Price Charts; Bank of Canada; ATB Economics

ALBERTA ECONOMIC OUTLOOK

ATB

September 19, 2023

Inflation rates have trended lower

Inflation remains a dominant theme for the global economy. Despite the recent uptick in gasoline prices, inflation has trended lower in most countries (see chart) since our last outlook. However, overall inflation remains elevated and core inflation readings have been more persistent, keeping monetary policy in restrictive territory.

Canada's economy is slowing

Canada's economy, at least until recently, seemed to be largely shrugging off interest rate hikes. Canadians maintained a penchant for spending well into the rate hiking cycle, while housing did not fall as much as expected. Pent up demand coming out of the pandemic, excess savings, and rapid population growth kept activity stronger than otherwise would be the case. There are clear signs, however, that activity is slowing. After a strong first quarter, economic growth unexpectedly stalled again in the second quarter. Even with the migration boom, consumer spending is pulling back and the labour market is softening. The wildfires and port strike have created further disruptions. Modest GDP growth of about 1% is expected this year and next.

US stamina

The U.S. economy keeps trucking along. GDP growth has been at least 2% (annualized) in each of the last four quarters, and the unemployment rate is holding near historic lows. Consumers continue to spend, supported by a tight job market and accumulated savings, while government spending has also propped up growth. In late July, U.S. Federal Reserve Chairman Jerome Powell announced that his staff is no longer forecasting a recession, though it expects conditions to weaken later this year and next. U.S. growth is expected to average about 2% growth this year and 1% next year.

China - engine problems

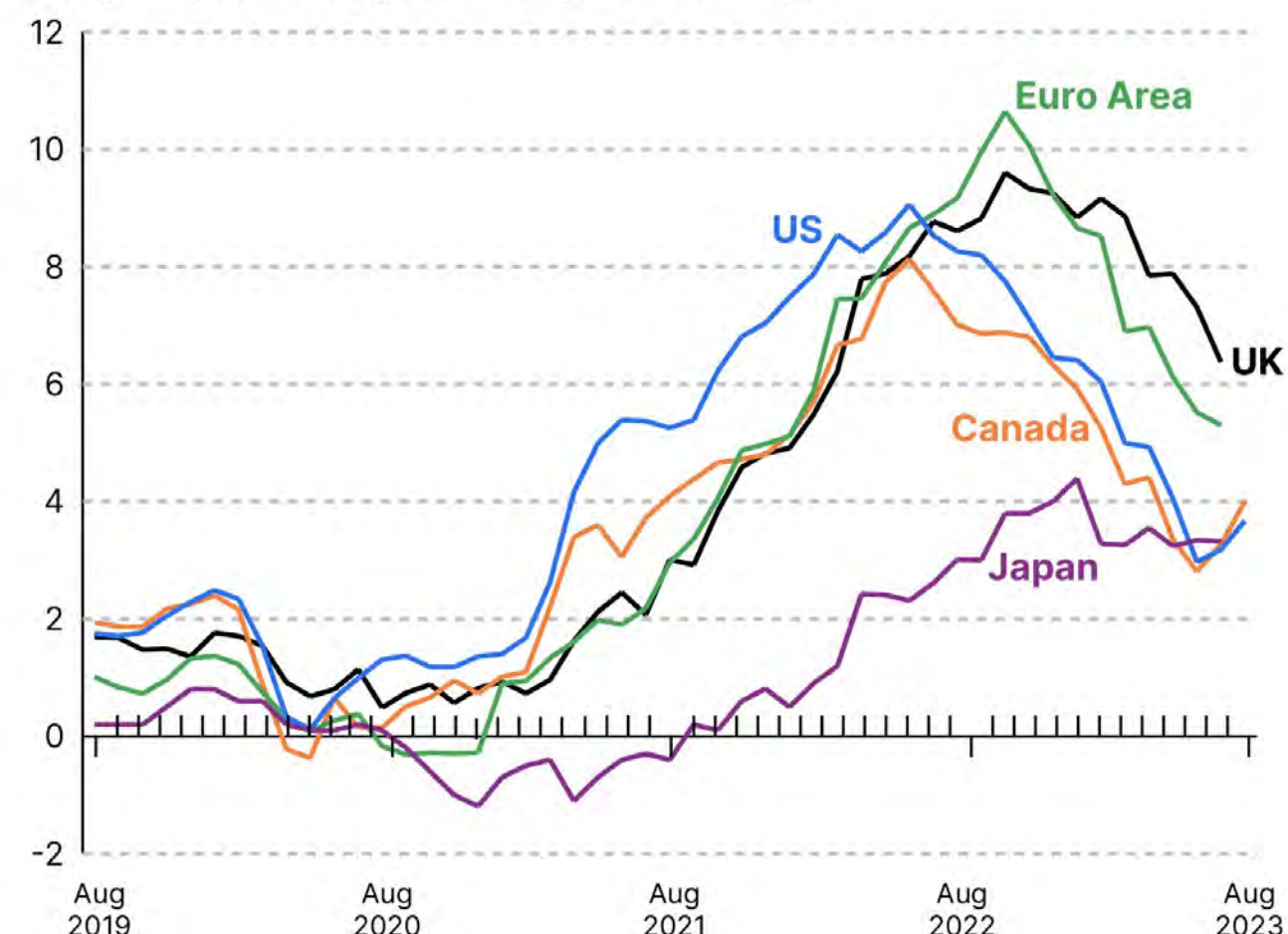
Cracks have appeared in China's economy following an early bounce back from COVID lockdowns. Property sector woes have worsened, industrial production has slowed, and youth unemployment has jumped. China's central bank has lowered its key lending benchmark rates, and the government has introduced some targeted supports to bolster the ailing economy. Real GDP growth of around 5% is expected this year and next—a marked slowdown from the pre-COVID era.

Euro area averts recession, for now

The Euro area weathered energy disruptions caused by Russia's invasion of Ukraine better than expected, as countries diversified their supplies and natural gas consumption dropped. However, high inflation and rising interest rates are weighing on private investment and consumption. A manufacturing slump is expected to lead to a mild economic contraction in Germany this year. Growth of around 0.5% is expected this year for the Euro area before improving to just over 1% next year.

Inflation around the world

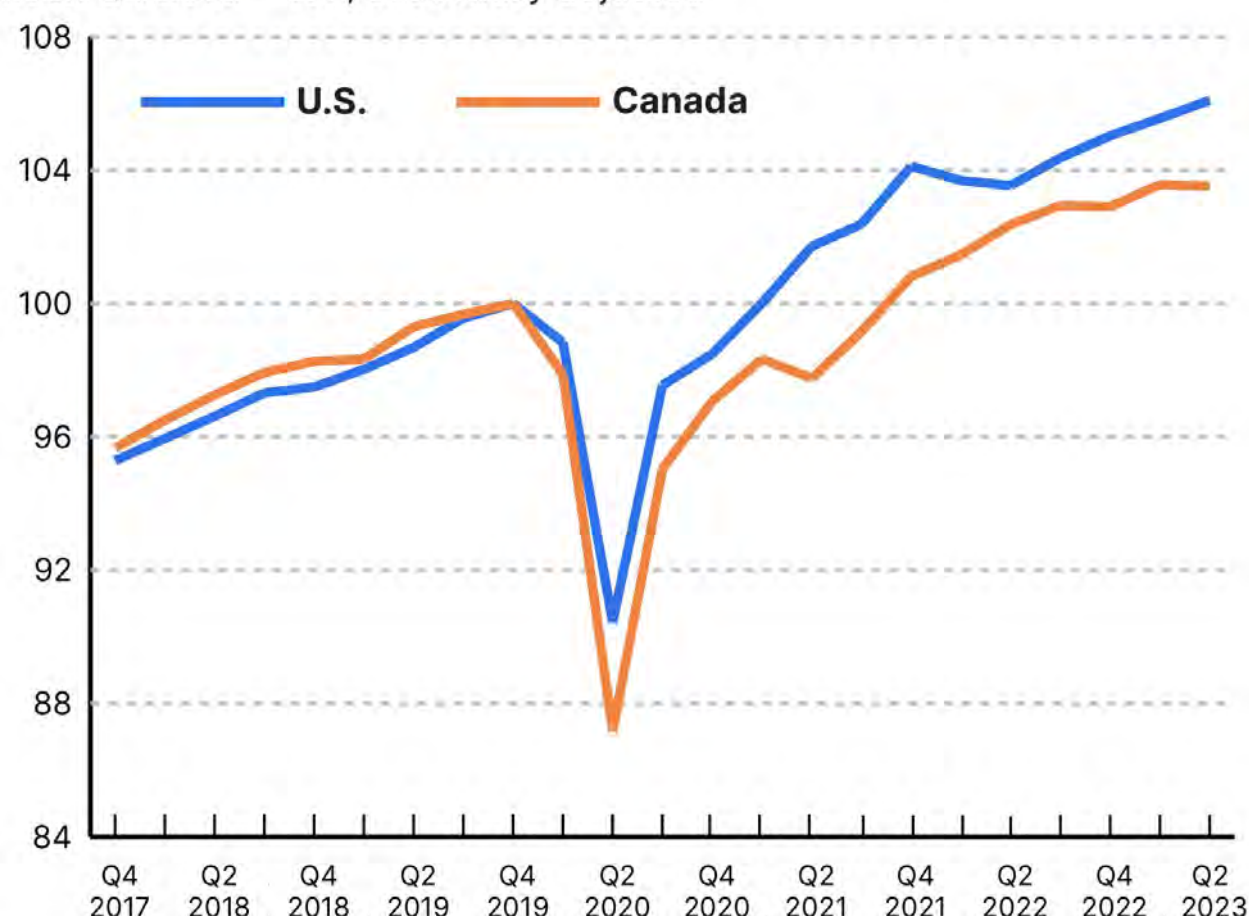
Monthly inflation rate, year-over-year % change



Source: Haver Analytics

Change in real GDP

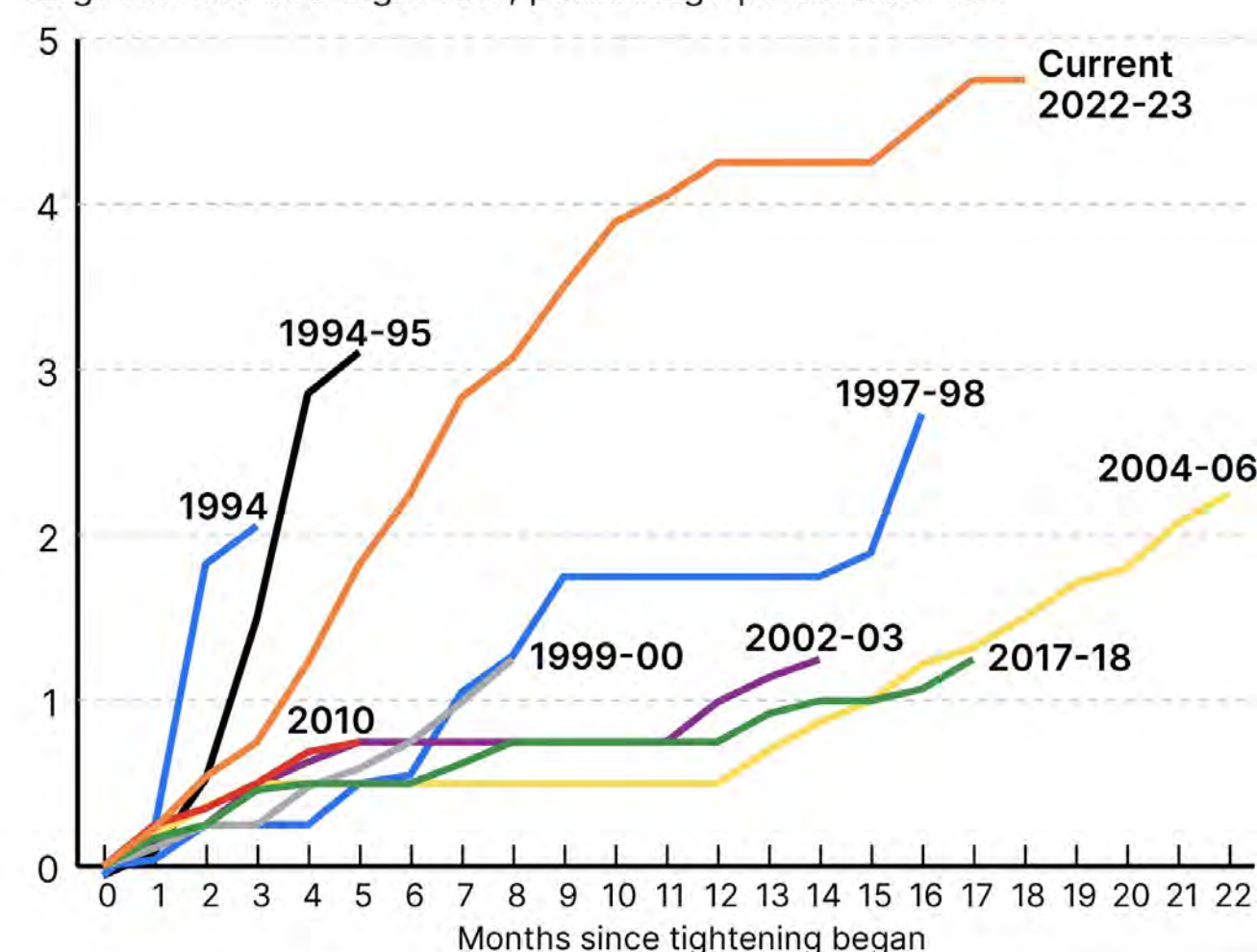
Index Q4 2019 = 100, seasonally adjusted



Source: Statistics Canada, U.S. Bureau of Economic Analysis, Haver Analytics

Bank of Canada tightening cycles

Target for the overnight rate, percentage points from low



Source: Bank of Canada and ATB Economics

ALBERTA ECONOMIC OUTLOOK



September 19, 2023

Higher for longer interest rates

Progress has been made on Canada's inflation front: from a national peak of 8.1% in June 2022 down to 4.0% in August. But getting from there to the 2% target will be more difficult. Trend, or core, inflation still sits well above target. There are now clear signs the economy is cooling, taking some of the demand-related steam off prices, and helping offset the recent uptick in energy prices. A loosening labour market should help contain wage pressures.

Our view is that the Bank of Canada will hold the current policy rate for the rest of year. But it won't be in any rush to lower rates either. Our "higher for longer" forecast assumes the Bank will hold at 5% until mid-2024, then cautiously lower thereafter with a close eye on core inflation trends.

A tighter oil market

Since our last forecast, there has been a seesaw in the oil market. On the one hand, there are concerns about global growth including a sputtering Chinese recovery. On the other, supply balances are tightening with extended OPEC cuts and falling inventories. Sentiment has improved and West Texas Intermediate (WTI) oil prices have recently risen well above US\$80 per barrel. But given the uncertain demand backdrop, our forecast is cautious, averaging US\$75 per barrel next year.

More market access

Closer to home, the Trans Mountain Expansion Project is slated to come online next year, adding 590,000 barrels per day of additional oil pipeline capacity and providing exposure to west coast pricing. We expect the differential to reflect pipeline economics, narrowing to US\$15 per barrel by 2025.

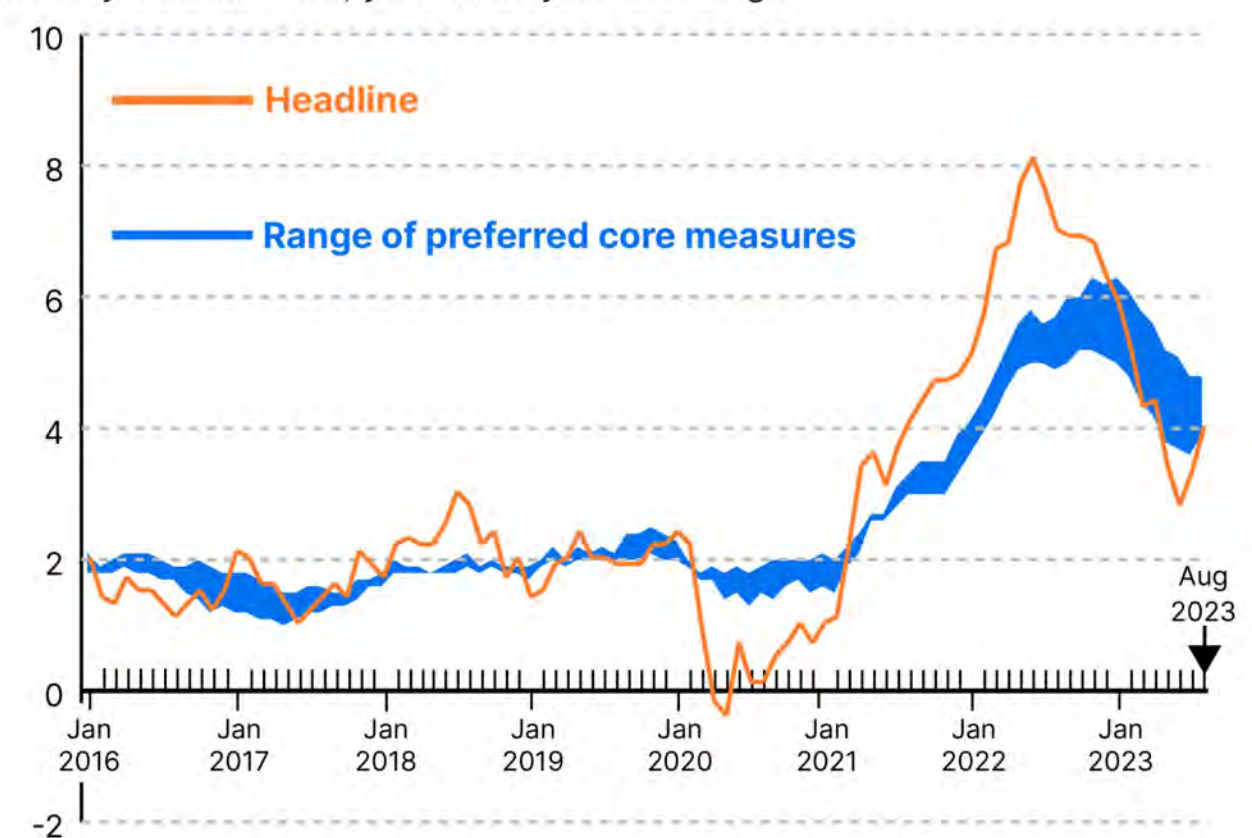
Additional egress is a relief to producers following years of pipeline bottlenecks, which ultimately led to a provincially-mandated production curtailment in 2019. [S&P Commodity Insights](#) suggests that additional pipeline capacity should accommodate growth in production over the medium-term, but notes that the pipeline system could be tight again by the late 2020s.

Natural Gas

Natural gas prices have stumbled this year. Storage levels rose amid warmer winter weather, US LNG disruptions, and rising production. Over the medium term, demand will be supported by electricity generation, industrial production and LNG exports. AECO prices are expected to improve to C\$3.60/MMBtu on average in 2024. Longer-term, the expansion of the Nova Gas Transmission Line (NGTL) system and Coastal GasLink pipeline to LNG Canada's site in Kitimat, B.C. will help reduce volatility and support Canadian prices.

Core versus headline inflation in Canada

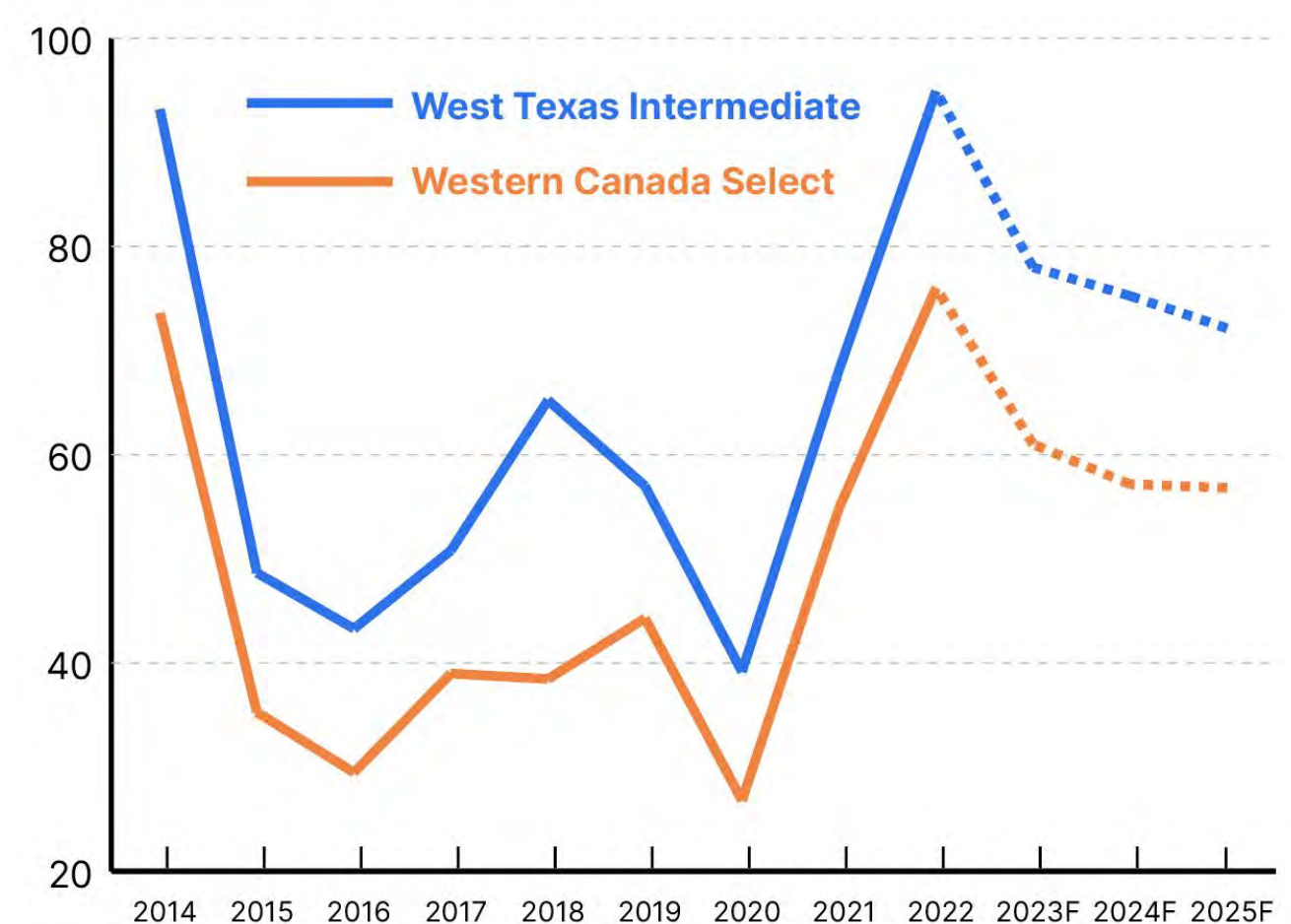
Monthly inflation rate, year-over-year % change



Statistics Canada Table 18-10-0004-01 and ATB Economics

Benchmark oil prices

\$US per barrel, annual average



F=forecast Source: U.S. Energy Information Administration, Alberta Energy, and ATB Economics

Natural gas prices, Alberta

Annual average, \$C/MMBtu



F=forecast Source: GLJ and ATB Economics (2023 and 2024 forecast)

ALBERTA ECONOMIC OUTLOOK



September 19, 2023

Energy comeback

Alberta's largest sector has experienced a remarkable turnaround from the COVID lows. Last year, energy product exports hit \$159 billion—higher than *total* exports from any other province except Ontario. That performance won't be matched this year—year-to-date energy exports are down 22% through July on lower prices. But the industry is on pace for its second highest level of annual exports on record. Rising energy investment and production is a major factor driving Alberta's real GDP growth ahead of the national average this year and next.

The industry has faced some speed bumps. Wildfire and maintenance disruptions dented about 3.6% of real national oil and gas extraction output in May—entirely conventional oil and gas and natural gas liquids. But it avoided a repeat of the Wood Buffalo fires in 2016 when the hit was 14.9%. Overall, real oil and gas exports are forecast to grow just over 2% annually over the next two years.

We've upgraded our (nominal) capital spending outlook for the oil and gas sector to an increase of 12% this year (from 10% in June) on solid pricing, easing supply chain challenges, and improving market access. Our forecast is still cautious given the first half strength in Canadian oil and gas investment (+24% y/y), and the Alberta Energy Regulators forecast for a 17% increase. Another 8% increase is expected next year before moderating. Spending will be directed to sustaining capital investment and optimization of existing assets, as opposed to new greenfield investments. The sector continues to emphasize cost discipline, shareholder returns, and emission reduction opportunities.

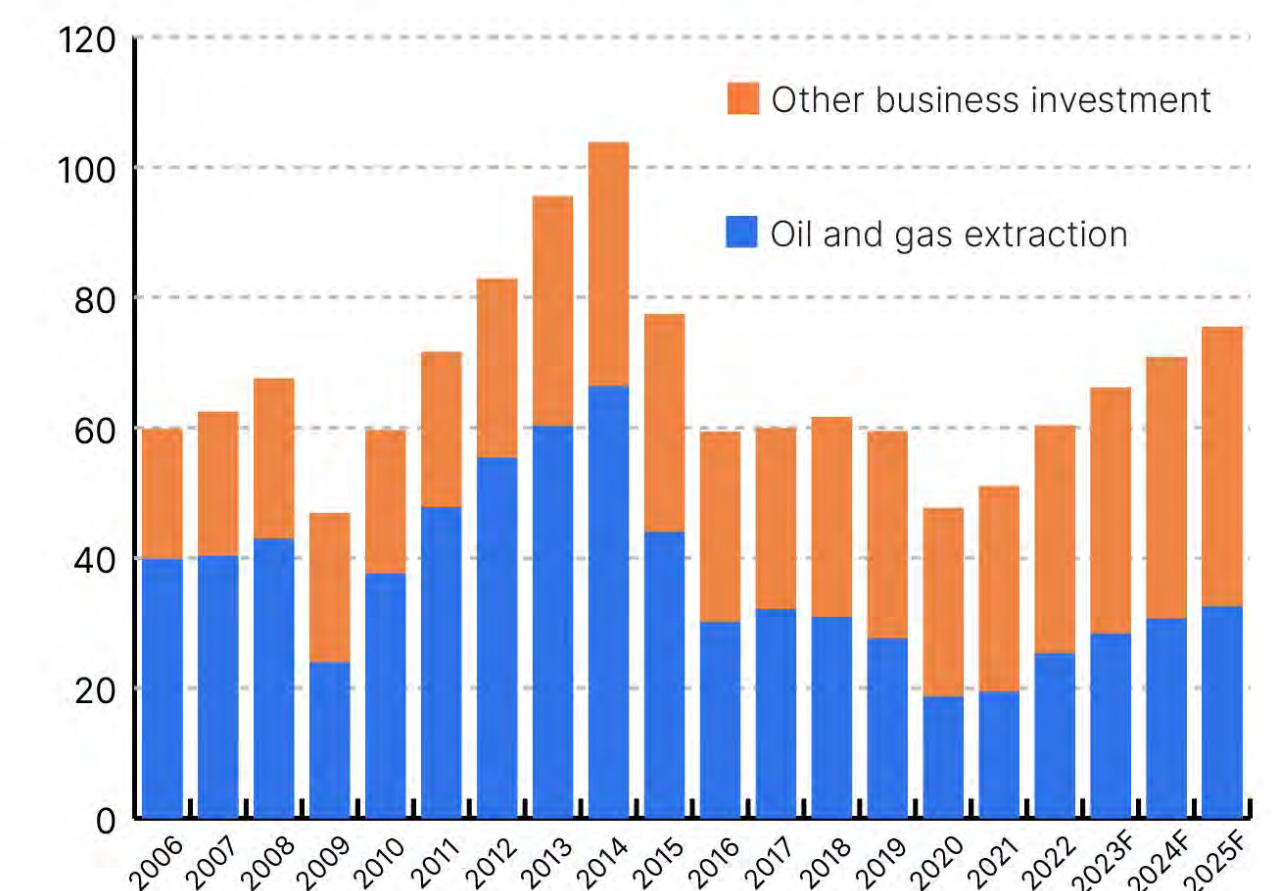
Emerging energy and petrochemicals

Alberta is a key player in emerging and low-emitting energy and petrochemicals. The province has abundant low-cost feedstock, existing talent pools and infrastructure, and location advantages. Growth areas include:

- **Hydrogen** - Air Products \$1.6 billion hydrogen facility is under construction in Alberta's Industrial Heartland. It will be equipped with carbon capture. Suncor and ATCO are proposing a hydrogen project with a sanctioning decision expected next year.
- **Biofuels** - Imperial Oil's \$720 million biodiesel facility will use hydrogen from the Air Products facility as a feedstock along with other local feedstocks. It is slated for completion in 2025. Near Calgary, Future Energy Park is a planned \$1.2 billion facility that will use lower quality grain, along with carbon capture, to create renewable diesel.
- **Petrochemicals** - Inter Pipeline commissioned its new Heartland Polypropylene facility last year. Dow Chemicals completed an ethylene plant expansion in 2021, and has proposed a net-zero petrochemical complex in the Industrial Heartland.
- **Carbon Capture and Storage** - Comprised of Canada's largest oil sands companies, Pathways Alliance is proposing a \$16.5 billion investment in carbon capture for 20 sites, transporting carbon 400 km for storage in the Cold Lake area. Engineering design work has started. Heidelberg Materials is also proposing a capture carbon facility at its Edmonton cement plant.

Business capital spending in Alberta

Nominal annual non-residential investment, \$ billions

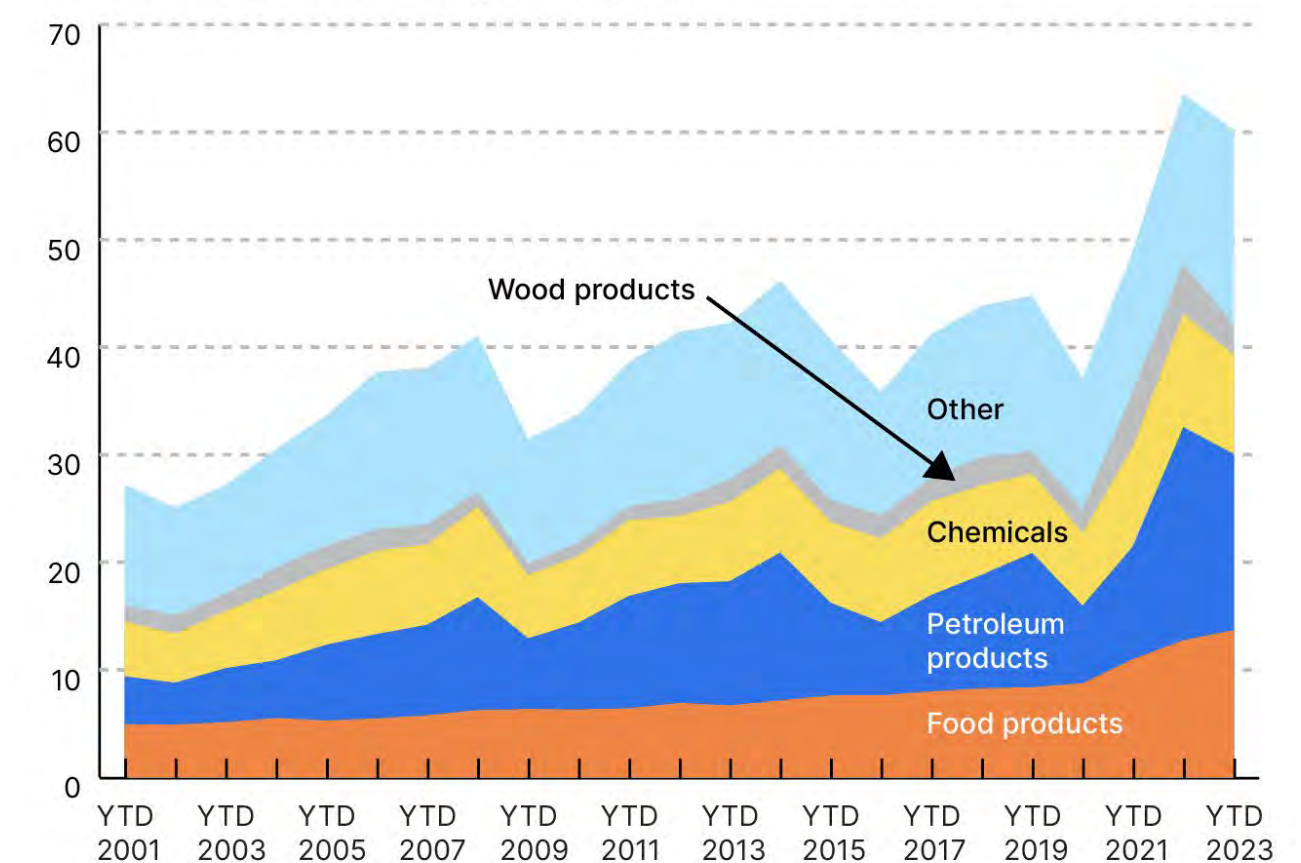


F=ATB Forecast

Source: Statistics Canada Table 36-10-0096 and ATB Economics

Manufacturing sales by industry in Alberta

Year to date (YTD), January to July, \$ billion



Source: Statistics Canada Table 16-10-0048-01

Agriculture - more difficult crop conditions

Agriculture is one industry where we've lowered our expectations for the year. After a record year of production, current yields are under pressure. The summer has been dry in many parts of the province (particularly the south and east), with over a dozen municipalities declaring an agricultural emergency. Less than half (42%) of the crops were rated good to excellent as of late [August](#), below the 5 and 10-year averages. Early indications are that major [crop production will decline](#) this year, particularly for wheat and barley, but will remain above the depressed levels seen in 2021.

Crop prices are well below last year's records, but remain high from a historical perspective. Global supply/demand balances remain fairly tight, especially for wheat (global wheat stocks are expected to finish 2023-24 at their lowest level since 2015-16 according to the [USDA](#)). Geopolitical tensions continue to create uncertainty with Russia's cancellation of the Black Sea deal and port attacks constraining Ukraine grain shipments.

Providing some offset to lower yields, some crop input costs like fertilizer and fuel have edged lower after last year's surge. [Farm Credit Corporation](#) is forecasting lower gasoline/diesel prices, and either falling or at least slower-growing fertilizer prices for the upcoming crop year.

Livestock prices have surged amid very low North American inventories. But so have feed costs, and some ranchers in drought stricken areas have been forced to cull their herd.

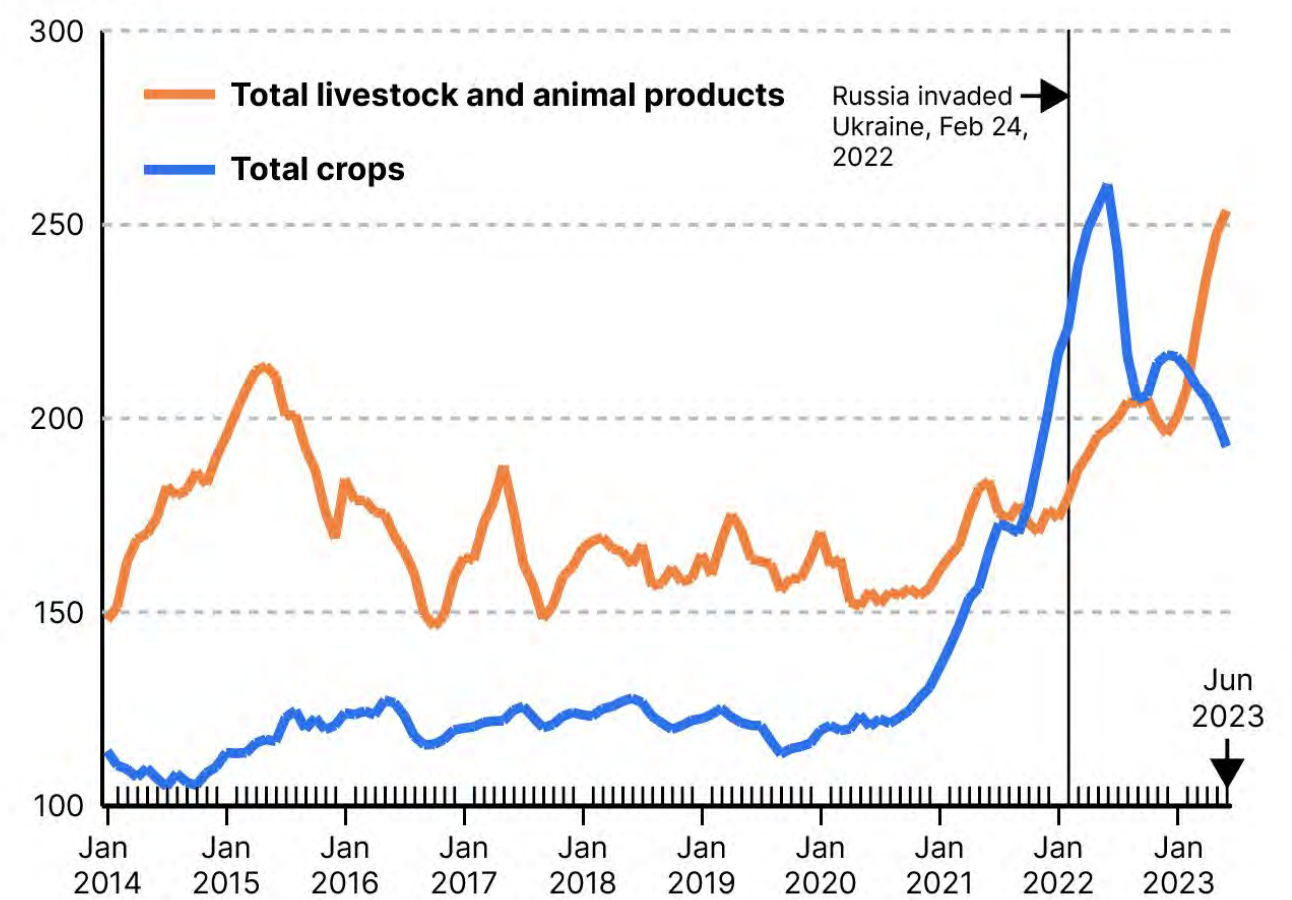
More food processing capacity

Momentum is building in Alberta's food processing sector. In 2019, Cavendish Farms opened its frozen potato processing plant in Lethbridge. In nearby Coaldale, McCain Foods plans to double the size of its potato processing plant with a \$600 million investment. Plant protein is another emerging growth area, with new processing facilities announced by PIP international and Phyto Organix. While not a food product, medium-density fiberboard (MDF) would be constructed from straw at a proposed \$800 million facility in central Alberta.

Alberta's [lumber industry](#) has experienced more challenging market conditions and lower prices since mid-2022. Lumber production has continued to decrease this year, with exports to the U.S. falling alongside a pullback in residential construction. Market conditions and exports are expected to stabilize and improve later in 2024 as North American construction activity slowly recovers. Canada has recently launched a challenge to the latest U.S. countervailing and anti-dumping duties on softwood lumber.

Farm product price index, Alberta

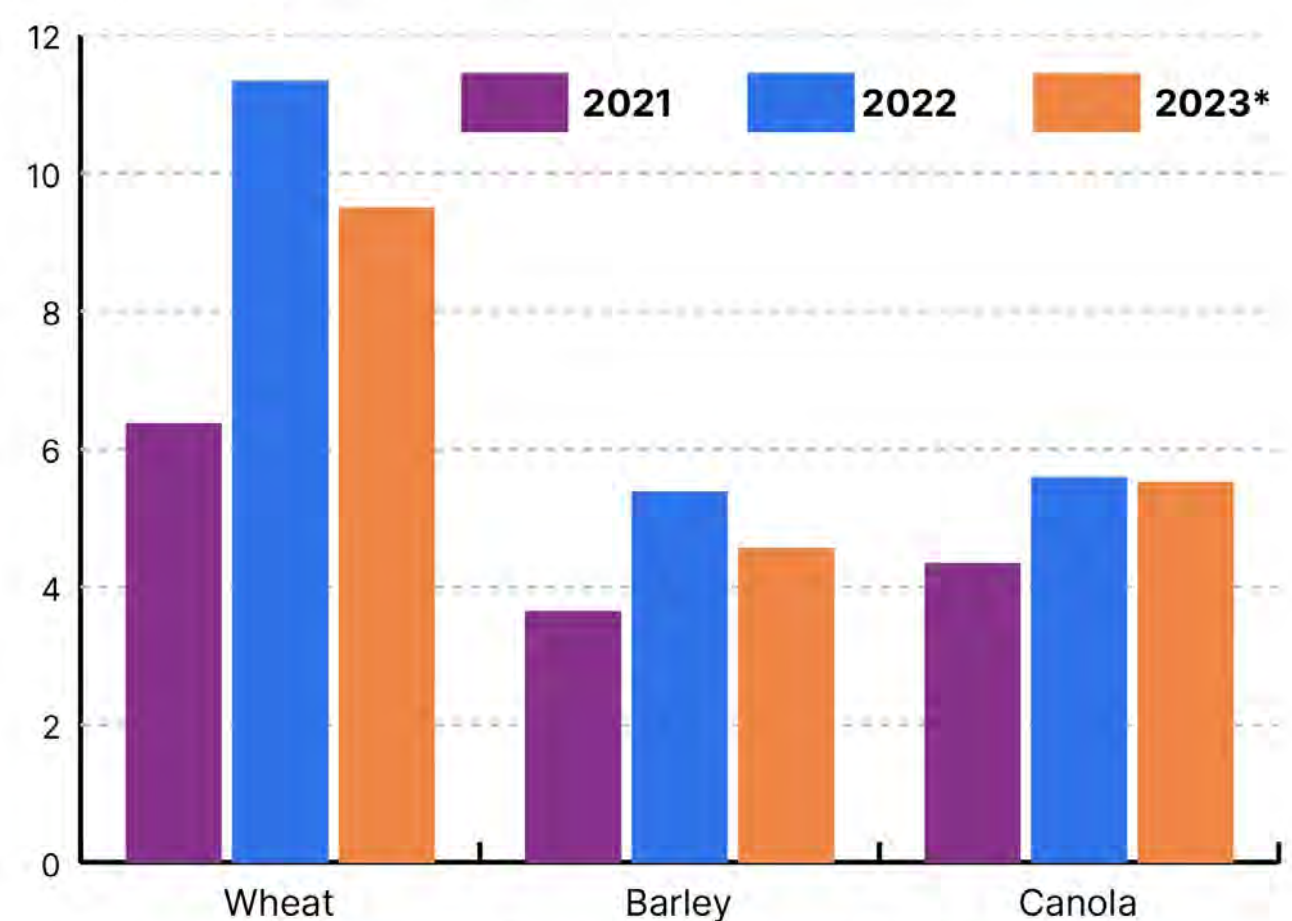
2007=100



Source: Statistics Canada Table 32-10-0098-01

Alberta crop production estimates

Annual, millions of metric tonnes



*Preliminary estimate Source: Statistics Canada Table 32-10-0359-01 and ATB Economics

Tourism and hospitality

Walloped by COVID, the tourism industry has staged a dramatic comeback. Total visitor spending is expected to fully recover this year from pre-pandemic levels. International visitors are returning, with visits by non-residents moving above pre-COVID levels in June (see chart)

Hotel occupancy rates are up this year, and have recently edged above 2019 levels. For restaurant and bars, sales were 18% above pre-COVID levels as of June 2023, though only an estimated 3% in volume terms.

Despite the turnaround, the tourism and hospitality sector faces some ongoing challenges. The first has been rising costs, particularly for food. The second is hiring challenges. The food and accommodation industry has the highest job vacancy rate, and employment is still below 2019 levels. More direct flights, increased promotion of the province through films and TV series like the “The Last of Us,” and improved venues (e.g. BMO Centre, Fort Edmonton Park Enhancement) will support tourism in the province.

Technology Sector

Alberta has emerged as a major player in the technology industry. Venture capital investment rose 30% to a record high of \$729 million in 2022—the fifth straight annual increase. Despite difficult market conditions, [first half of 2023 results](#) were solid at \$406 million raised in Alberta with Edmonton-based Jobber driving the largest deal. Continued growth will be aided by a large pool of engineering and science talent, relatively affordable cost of living and office space, and strong linkages to post secondary programs.

Aviation

Aviation is another emerging industry, spearheaded by [De Havilland's new aircraft production and assembly facility](#) in Wheatland county. The project, which will support an estimated 1,500 jobs once operational, is undergoing final permits and approvals, with the first phase slated for completion in 2027. WestJet has announced Calgary as its global connecting hub, while new aviation training programs are being expanded in the province.

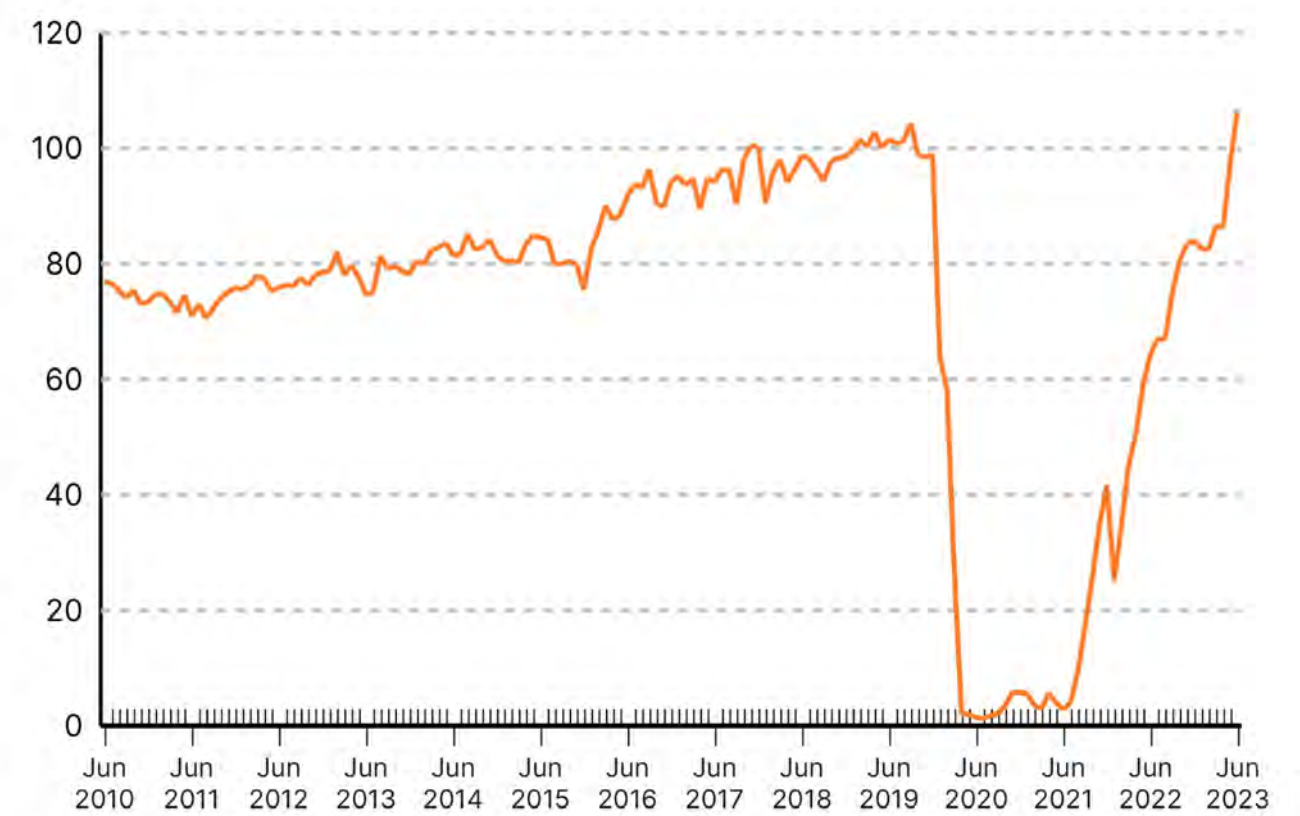
Population bonanza

A key driver of our economic growth forecast is population growth. It is expected to hit 4.5% for the census year (July to July), effectively matching the previous record of 4.6% in 1981. In people terms, however, no other year comes close. The 203,000 expected gain exceeds the previous record of 106,000 in 2013. Growth is coming from all angles: immigration, interprovincial migration and natural increases. But it is inflows from other provinces that is driving a 1.4 percentage point wedge between Alberta's and the national growth rate (see chart).

More than three-quarters of inflows from other provinces were from Ontario and BC over the last four quarters of data. While Alberta's strong job performance has helped, another major draw is relatively affordable housing.

Monthly international non-resident visitors entering Alberta

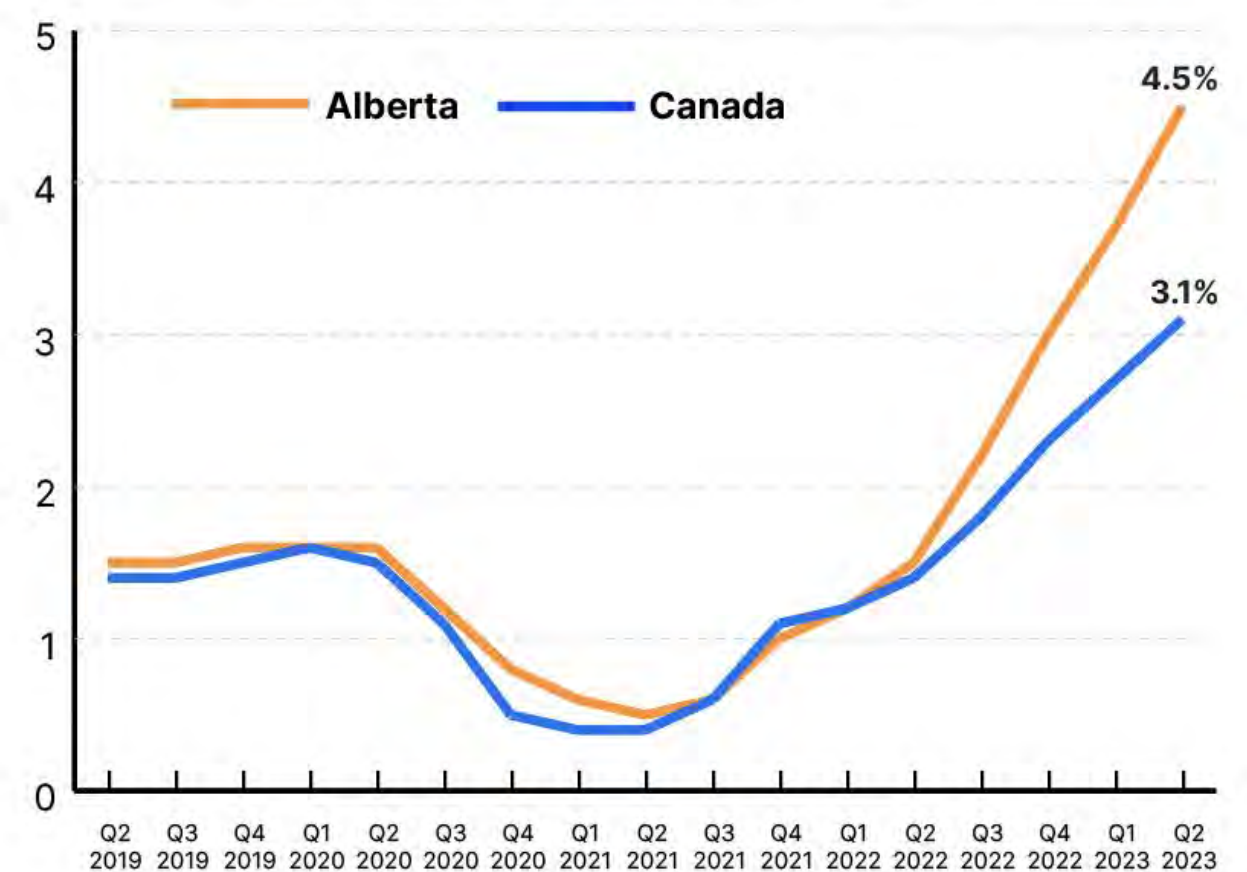
Thousands



Source: Statistics Canada Table 24-10-0054-01

Recent population growth

Annual % change from the same quarter the previous year



Population estimates: Q1 = January 1; Q2 = April 1; Q3 = July 1; Q4 = October 1
Source: Statistics Canada Table 17-10-0009-01 and ATB Economics

The population boom is pushing up housing demand and consumer spending, contributing to Alberta's relative resilience in these areas. It is adding to the labour force, which (aside from the COVID bounce-back) is now growing at its fastest pace since 2007. Longer-term, it will work to keep Alberta's population younger than the rest of Canada, given the younger profile of migrants.

In 2024, population growth is expected to ease due to more normal levels of non-permanent residents and easing (but still positive) interprovincial migration.

Housing and Construction

Alberta's housing market has been in a tug of war between push and pull factors all year. The push is demographic—migration is creating a heightened demand for housing. The pull is higher mortgage rates, construction costs, and labour shortages. Pull factors have dominated to the midpoint of this year, with housing construction falling 10% in the first half.

There are some tentative signs of improvement. Housing starts jumped in July and August and residential permits have turned higher. We expect housing starts to rise to 38,500 in 2024, up from an expected level of 32,400 this year, adding to Alberta's GDP growth. Even at these higher levels, starts will struggle to keep pace with population growth.

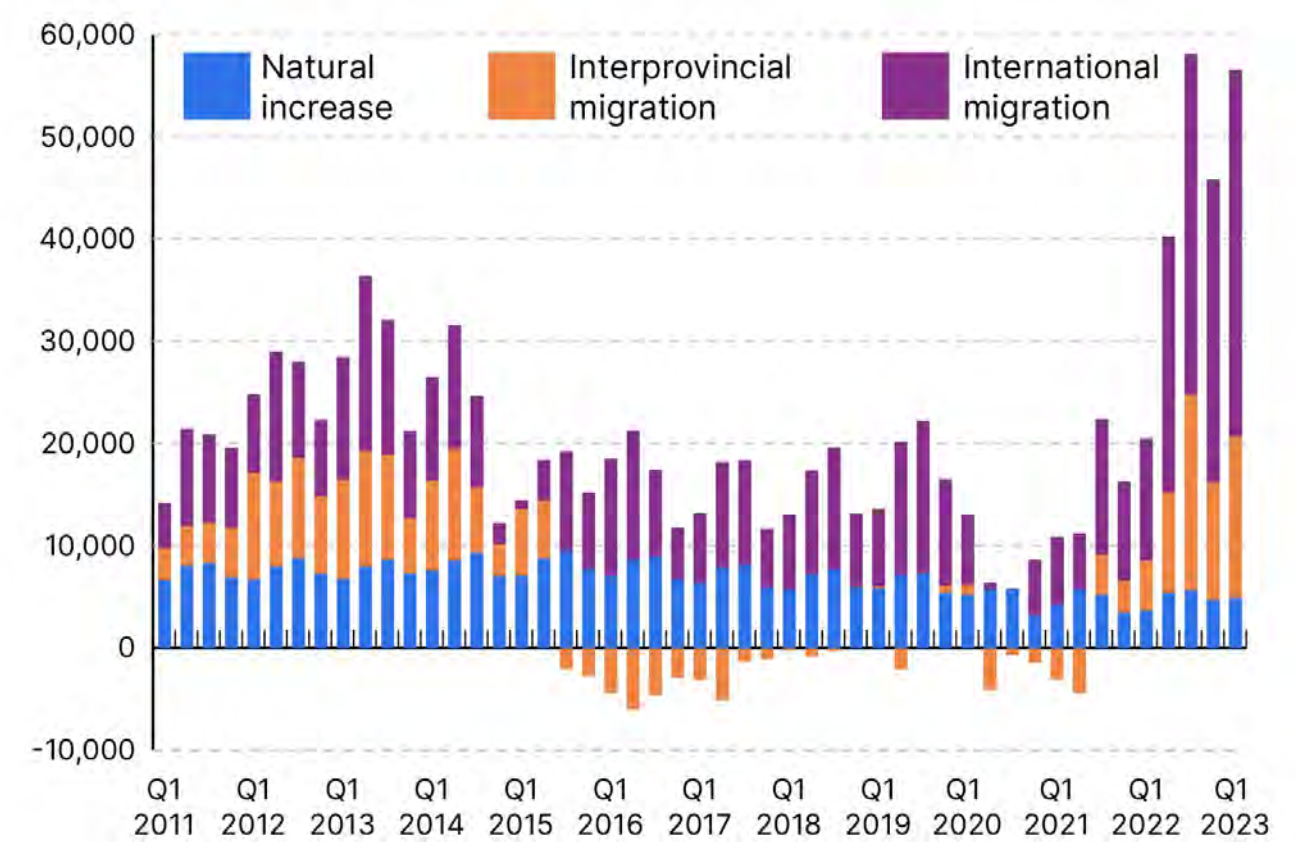
The market is responding to much tighter conditions as migration surges. Some of the demand is out of province—especially from B.C. and Ontario, where prices and rents are higher on average than in Alberta. Inventory of existing homes fell for the sixth straight month in August to 2.5 months of supply. The benchmark Alberta resale price has risen to a new high, fueled by gains in Calgary, while rents have risen even faster.

In the industrial sector, stronger construction activity is expected, with permits jumping to their highest level since 2019 in the second quarter. Alberta's lower industrial rents compared to other provinces and demand for distribution space has bolstered [demand](#).

On the other hand, commercial permits show little signs of growth. The office segment has stabilized, but at high levels of vacancies and square footage under [construction remains low](#). Work is underway to convert empty offices to condos in Calgary through a grant program, while Edmonton is considering a similar proposal.

Population growth in Alberta

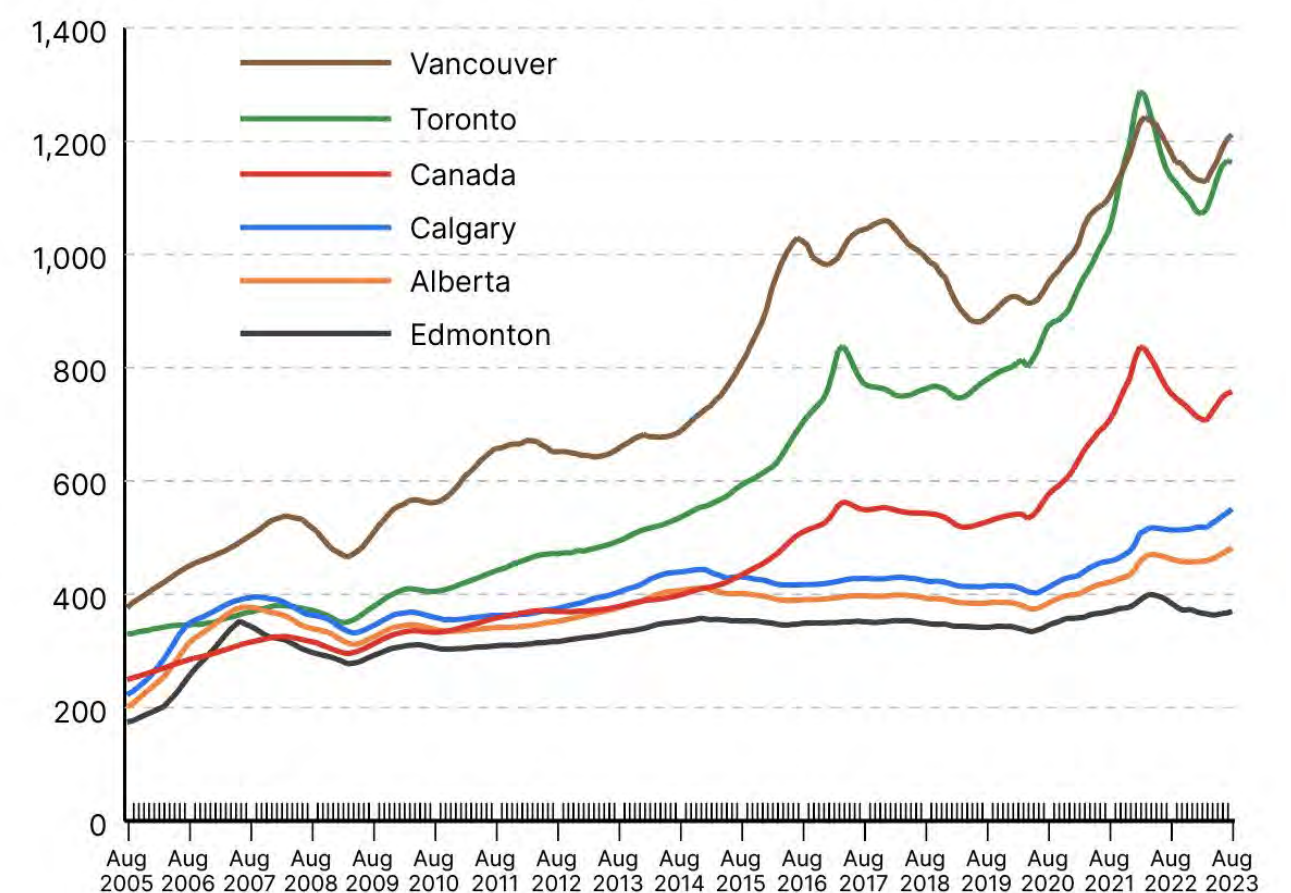
Quarterly, number



Source: Statistics Canada Table 17-10-0040-01, 17-10-0020-01, 14-10-0059-01 and ATB Economics

Benchmark resale home prices

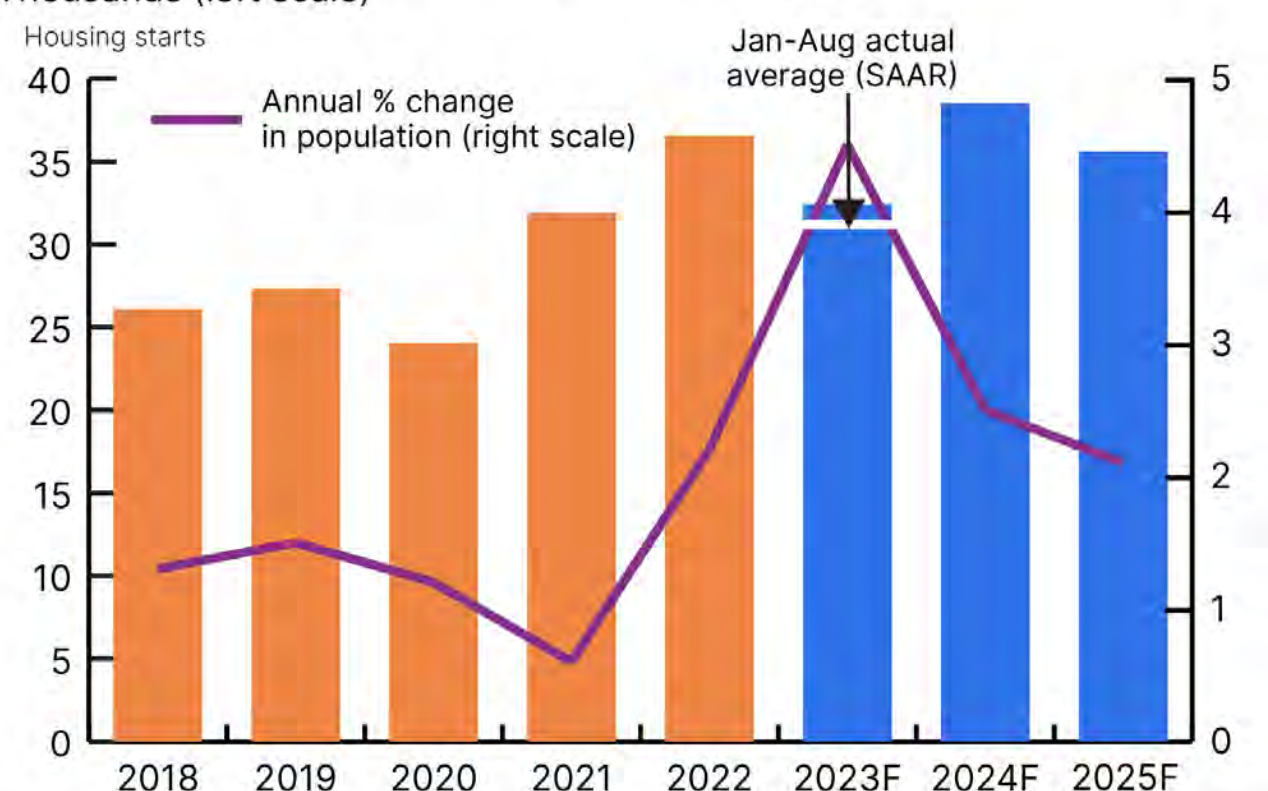
\$ thousands, seasonally adjusted, composite Home Price Index



Benchmark prices are generated by the MLS® Home Price Index model
Source: Canadian Real Estate Association

Annual housing starts in Alberta

Thousands (left scale)



Source: Statistics Canada Table 34-10-0126-01, 34-10-0158-01, 17-10-0005-01 and ATB Economics

More jobs, more people

Alberta's job performance has exceeded our expectations, and we now expect an employment gain of 3.6% (compared to 2.8% in June) in 2023.

The province has outpaced national employment growth, on a year-over-year basis, for 17 straight months. Year-to-date job growth is 3.5%—well above the national average of 2.4%. The details have also been favourable—entirely in full-time positions and mostly in private sector jobs. Growth this year has been fairly broad based across industries, led by professional services, transportation and warehousing and manufacturing.

With jobs outpacing entry into the labour force in August, the unemployment rate fell back to 5.7%—where it was in May and June. We expect the rate to average 5.9% this year and next.

Momentum is expected to ease—a 1.8% employment gain is expected next year, reflecting a slowdown in business investment and household spending, before picking up to 2.3% in 2025

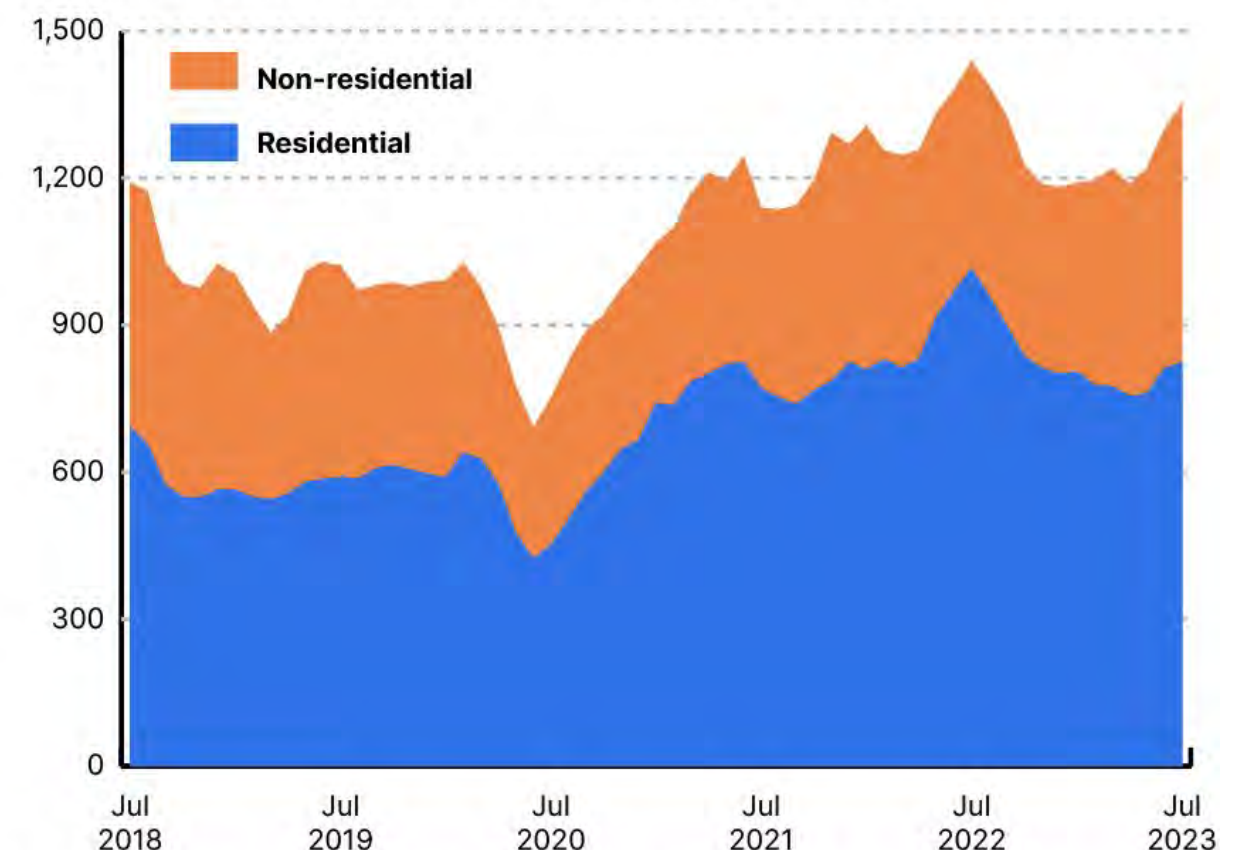
We expect larger job gains in sectors where job vacancy rates are still elevated, notably food and accommodation, construction, transportation and oil and gas services. Hiring challenges persist, with the [majority \(56%\) of businesses](#) reporting difficulty finding qualified workers to meet demand last quarter.

Major labour market disruptions—the 2015-16 oil price crash and 2020 pandemic—have contributed to mismatches in what employers want and the skills available. As a result, Alberta job vacancies are higher than what one would expect for the level of unemployment (see chart). These frictions are expected to ease with time.

Hourly wage growth has finally picked up after lagging the national average and inflation for the last two years. Average hourly wages in Alberta have [risen 3% to 4.5% so far in 2023](#) depending on the measure used and is expected to rise about 3% next year.

Building permits in Alberta

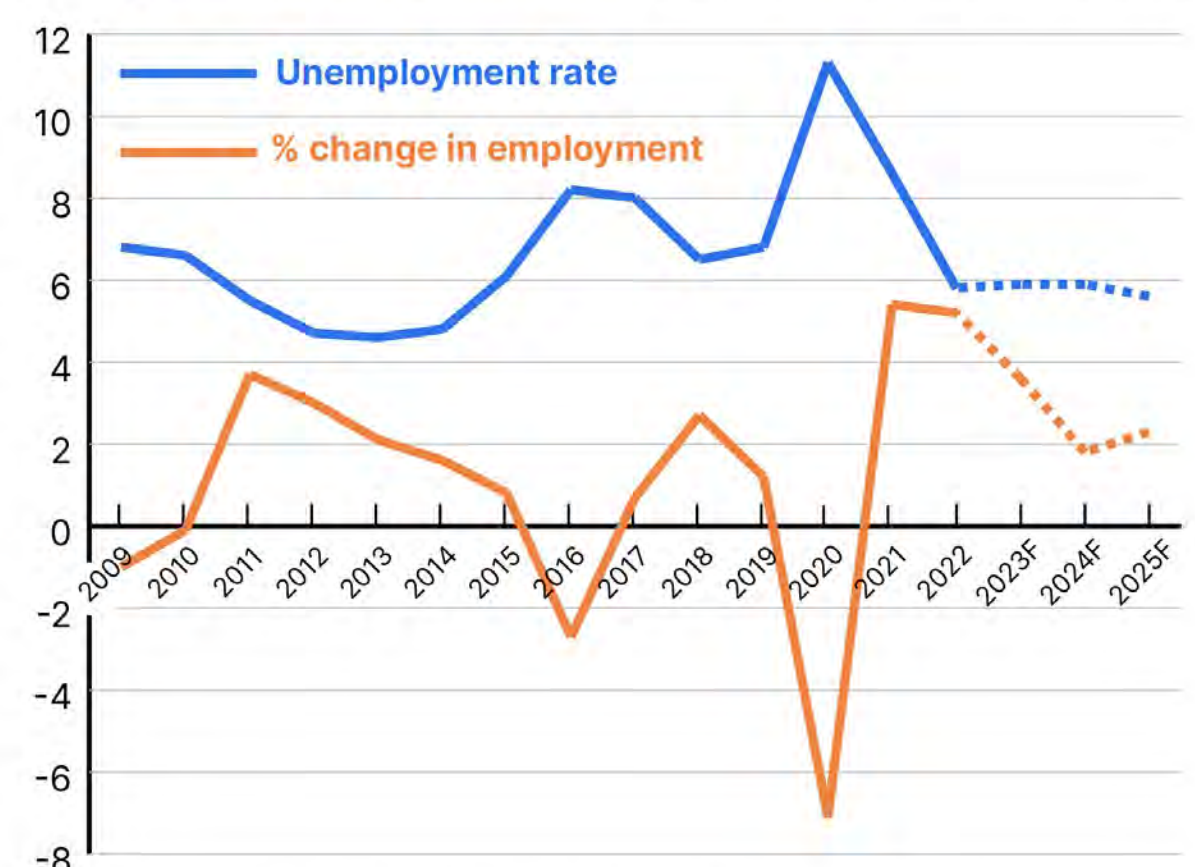
\$ millions, 3-month moving average, seasonally adjusted



Source: Statistics Canada Table 34-10-0066-01 and ATB Economics

Employment and unemployment in Alberta

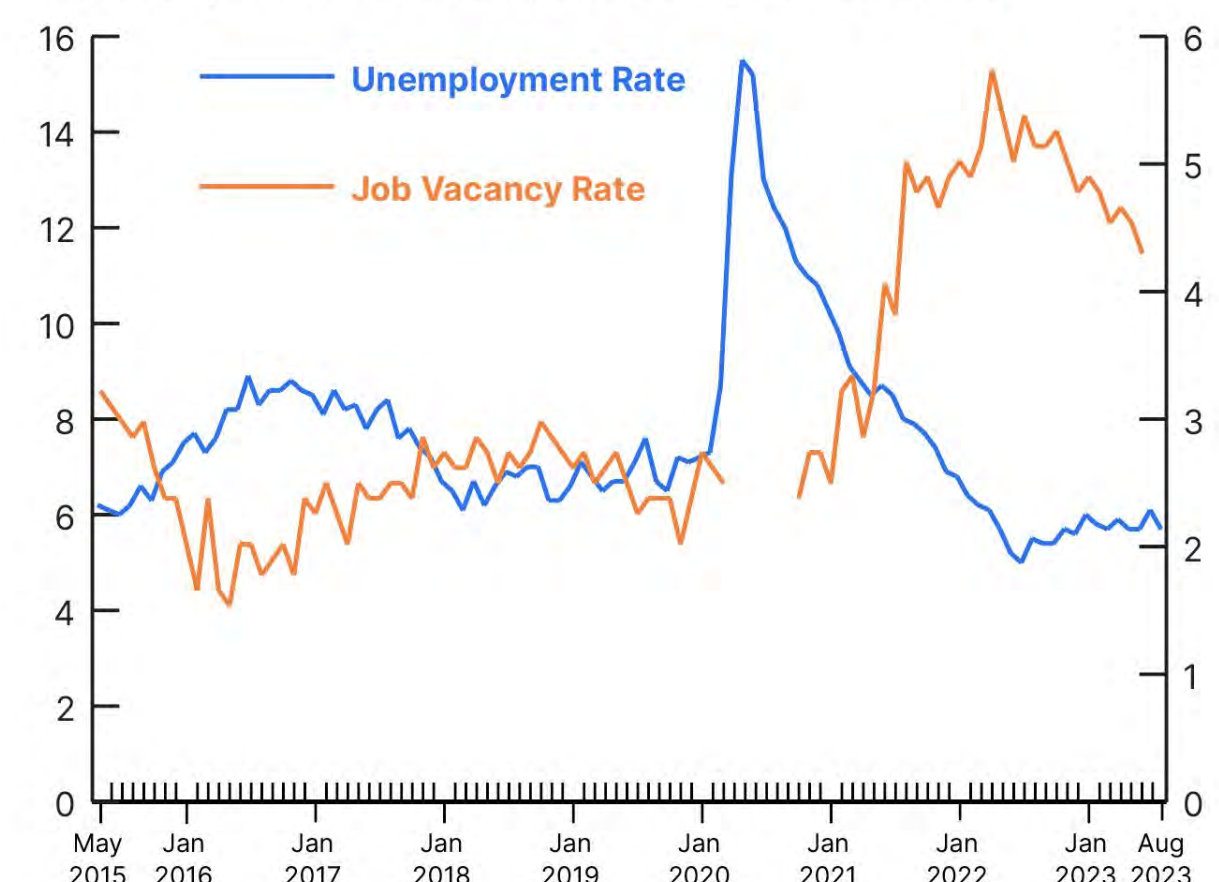
% change in annual employment and the annual unemployment rate (%)



F=forecast Source: Statistics Canada Table 14-10-0393-01 and ATB Economics

Unemployment vs job vacancies in Alberta

%, unemployment rate (left axis), job vacancy rate (right axis)



Both rates are seasonally adjusted; the job vacancy rate series began in May 2015; June 2023 was the most recent job vacancy rate at the time of writing; job vacancy data for the second and third quarters of 2020 are unavailable. Source: Statistics Canada Table 14-10-0287-01 and 14-10-0432-01.

Consumer spending resilient, slowdown delayed

Alberta households have kept spending despite rising debt servicing costs, bolstered by soaring population, healthy job gains and a recent uptick in wage growth.

In the first half of 2023, retail sales jumped 6.8% compared to the same period in 2022—far outpacing the national gain of 2.2%. Spending in the more discretionary categories, like shoes and jewelry, posted some of the largest gains. Among interest rate sensitive categories, autos have motored ahead while building material and furniture sales have softened (see chart).

However, retail sales are levelling off, a trend we expect to continue for the rest of the year. Second quarter sales were slightly above the first quarter and declined in per capita terms.

Debt servicing costs are rising and consuming a larger share of income, putting pressure on spending levels. We expect larger impacts next year. Many borrowers with variable-rate debt have already been impacted, while others will face higher costs as fixed-rate mortgages are renewed. Slowing job growth and the winding down of elevated savings accumulated during the pandemic will also weigh on spending. Adjusted for inflation, real consumer spending is expected to slow to 1.3% growth in 2024.

A jump in consumer insolvencies suggests that some households are already feeling the pinch. Insolvencies have risen to pre-COVID levels, though bankruptcies remain near historic lows.

Impacts vary by household. Debt-to-income ratios are highest among prime-working age households, and lowest among older households. Alberta's younger demographics puts upward pressure on its average debt ratio, which is third highest after BC and Ontario. However, Alberta's ratio has fallen since 2015 compared to an upward trend in national debt.

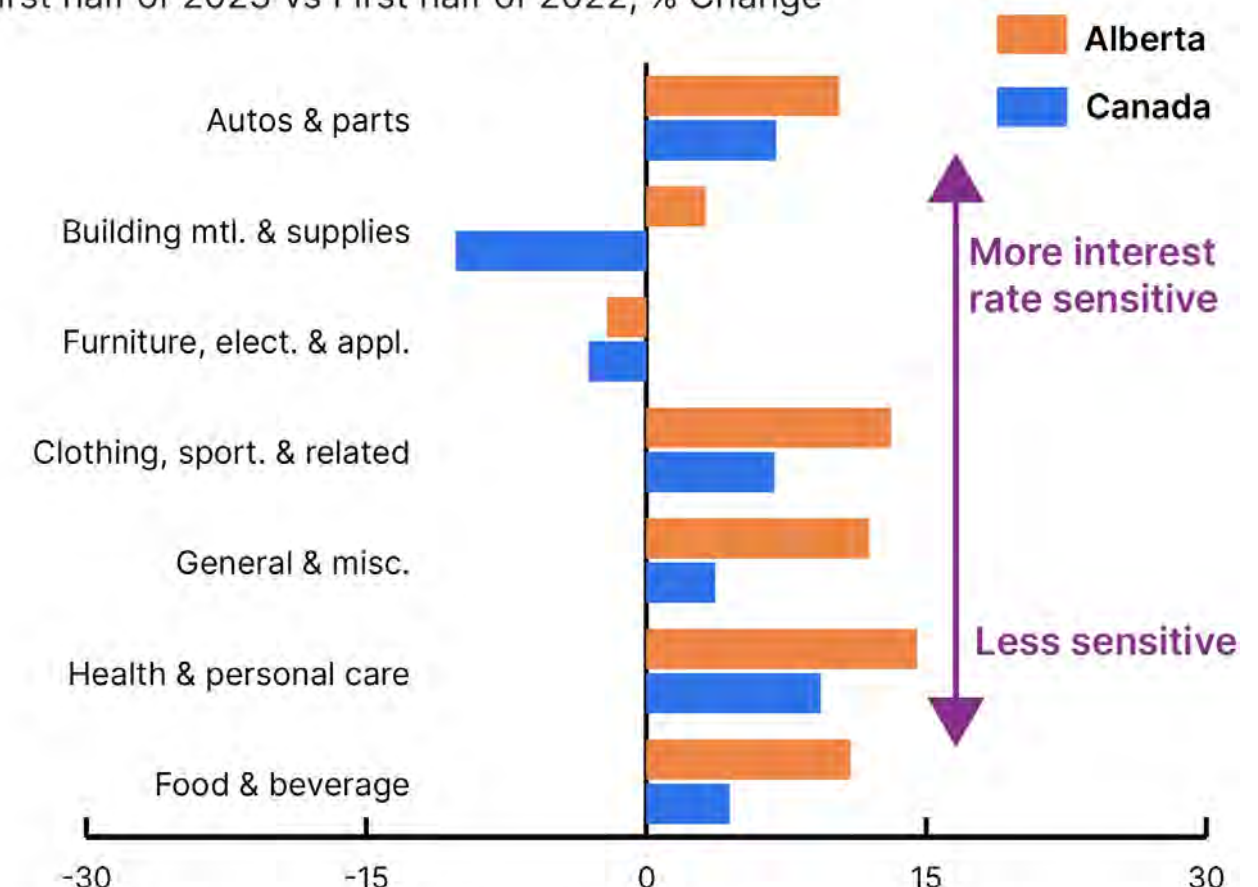
Inflation to moderate next year

Alberta's inflation rate has averaged 3.5% so far this year (through August) compared to 4.2% nationally. Gasoline prices fell more in Alberta in the first quarter, with the fuel tax pause (introduced in April 2022) playing a role. More recently, an uptick in gasoline and electricity prices has pushed Alberta's inflation rate higher. Alberta tends to track national inflation trends over longer periods, with shelter and energy costs mainly driving deviations.

Consumer price inflation is forecast at 3.7% this year, easing to 2.3% next year consistent with our assumption for relatively flat energy prices, along with improved supply chains and moderating food price inflation.

Retail sales growth by components

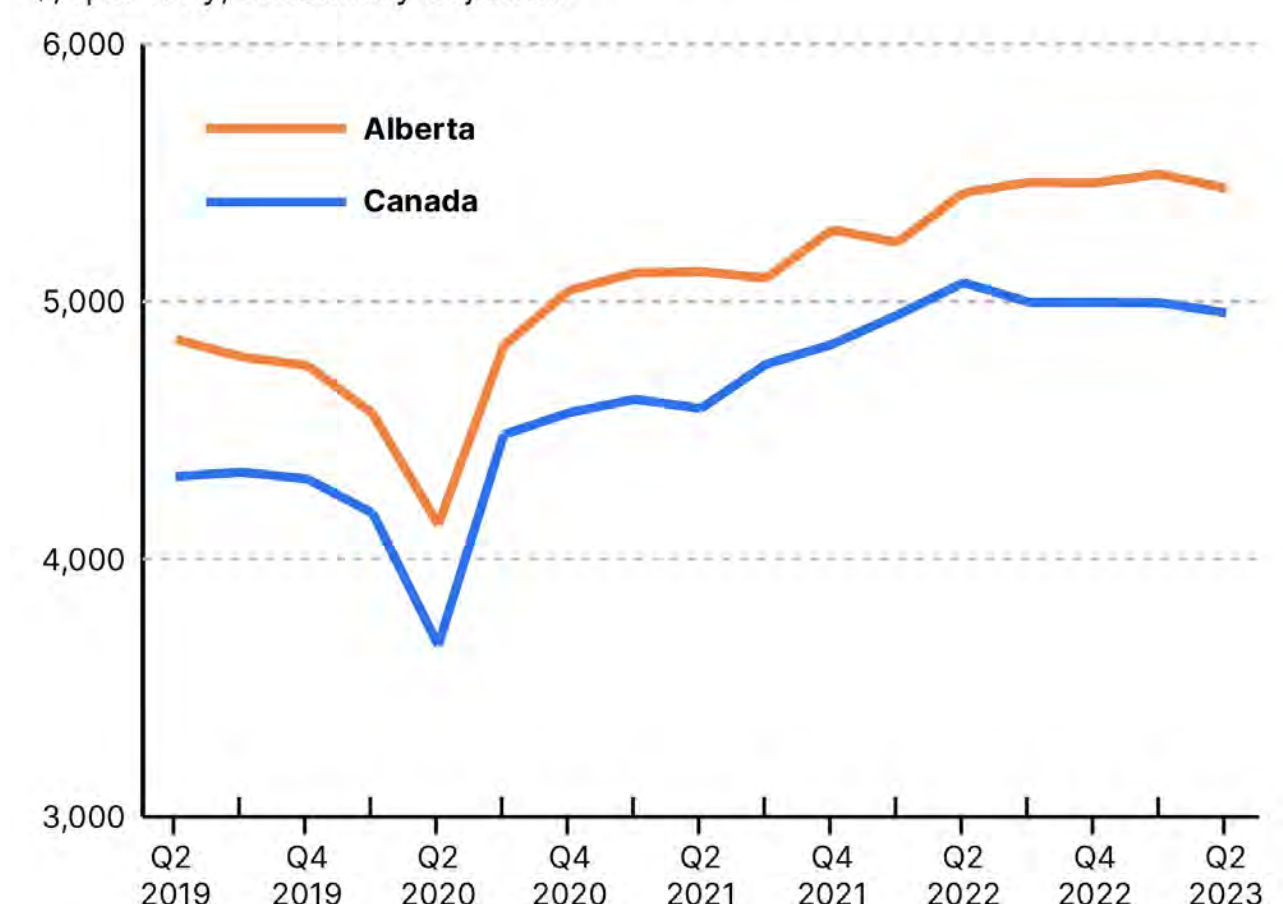
First half of 2023 vs First half of 2022, % Change



Source: Statistics Canada Table 20-10-0056-01 and ATB Economics

Retail spending per capita

\$, quarterly, seasonally adjusted



Population in Q2 2023 is an estimate

Source: Statistics Canada, Haver Analytics, and ATB Economics

ALBERTA ECONOMIC OUTLOOK



September 19, 2023

Risks are elevated

The global outlook is highly uncertain. The U.S. appears to be moving toward a soft landing while Canada will most likely emerge from the inflation fight without a major recession. But risks remain, such as China's sputtering economy, a longer-than-expected battle against inflation, the ongoing war in Ukraine, and extreme weather-related incidents.

Given the uncertainty, it's best to plan for a range of plausible outcomes. For Alberta, this is especially needed. Our economy is more volatile than in other provinces due to our high trade exposure, reliance on natural resources and commodity prices.

For this reason, ATB Economics has provided alternative scenarios for real GDP. In our low case, real GDP contracts slightly by -0.5% in 2024 before improving to 1.7% in 2025. In the high case, output grows by 4.5% in 2024 and 3.6% in 2025.

General Disclosure

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October 26, 2023

RE: Maximum Investment Levels (MILs)

The Alberta Utilities Commission issued its findings on MILs in Decision 27658-D02-2023, on October 18, 2023, concluding that MILs remain just and reasonable. The Commission approved a MIL of \$3,016, for new residential customer connections in 2024. This amount will be increased on an annual basis between 2025 and 2028 by inflation less a productivity factor (I-X) as set out in Decision 27388-D01-2023.

In addition, the Commission directed that MILs associated with new streetlights be paid to the municipality. The Commission did not rule on design standards, but rather indicated it may explore this issue in future proceedings, to ensure MILs associated with new customer connections are not imposing costs on other customers.

FortisAlberta will be updating its Terms & Conditions of Service to reflect the Commission's directions regarding MILs.

Please feel free to contact me or your Stakeholder Relations Manager should you have any questions or require further information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dave Hunka".

Dave Hunka
Senior Manager, Emerging Customer Solutions
P: (780) 464-8311
C: (780) 868-7040
E: Dave.Hunka@FortisAlberta.com



Residential Standards of Service and Maximum Investment Levels – Phase 2

October 18, 2023

Alberta Utilities Commission

Decision 27658-D02-2023

Residential Standards of Service and Maximum Investment Levels – Phase 2

Proceeding 27658

October 18, 2023

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The Commission may, no later than 60 days from the date of this decision and without notice, correct typographical, spelling and calculation errors and other similar types of errors and post the corrected decision on its website.

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1 Decision summary

1. In this decision, the Alberta Utilities Commission concludes that it remains just and reasonable to allow electric distribution utilities to invest in new residential customer connections up to a prescribed maximum amount, referred to as the maximum investment level (MIL). The Commission approves a residential MIL of \$3,016 for all four electric distribution utilities for 2024, which will be annually escalated by I-X¹ for the remainder of the 2024-2028 performance-based regulation (PBR) term. For the reasons set out in this decision, the Commission is satisfied that this MIL is just and reasonable, and strikes a reasonable balance between the costs that new connecting residential customers pay through customer contributions, and those costs that are socialized across all customers within the relevant rate class through rates.

2. For MILs related to street lighting installed in a new development, the Commission finds that the MIL should be paid to the municipality within which the new development was constructed.

3. The Commission also directs that:

- ENMAX must discontinue its current practice of fully funding standard new residential developments.
- To ensure that the funding provided in PBR3 reflects the revised MILs, the four electric distribution utilities are directed to reflect the approved 2024 MIL in their 2024 PBR rate calculations to be filed in the compliance filing to Decision 27388-D01-2023.
- All four electric distribution utilities shall adjust their terms and conditions of service (T&Cs) to reflect the updated MIL as part of their respective compliance filings to Decision 27388-D01-2023,² due November 3, 2023.

2 Introduction and background

4. In Proceeding 26649, the Melcor Entities,³ brought a complaint before the Commission regarding Fortis's changing design standards as they applied to certain developments in Fortis's

¹ The X factor to be used in the escalation of MILs is the X factor set in Decision 27388-D01-2023: 2024-2028 Performance-Based Regulation Plan for Alberta Electric and Gas Distribution Utilities, Proceeding 27388, October 4, 2023, inclusive of the X factor premium.

² Decision 27388-D01-2023: 2024-2028 Performance-Based Regulation Plan for Alberta Electric and Gas Distribution, Utilities, Proceeding 27388, October 4, 2023.

³ The Melcor Entities were made up of Melcor Developments Ltd., Highview Communities Inc. and Sunset Properties Inc.

service territory.⁴ The complaint alleged that the required design standards applicable to the subject developments breached Fortis's obligations under the *Electric Utilities Act* to provide electric distribution service that is not unduly discriminatory, and that in applying the required design standards, Fortis was acting in a manner that was unjust, unreasonable, unduly preferential, arbitrarily or unjustly discriminatory, or inconsistent with or in contravention of law. As Fortis's design standards evolved and resulted in increased costs, and as Fortis would not proceed with connecting a new development until the developer had paid the additional costs, the developers were concerned that the changing design standards increased the costs of new developments.

5. The Melcor Entities' complaint centred around two design standard changes: the requirement to install 200 ampere (amp) services for certain residential lots instead of 100 amp service, and the requirement for cable to be installed in conduit under paved alleys instead of by direct burial.⁵ Both of these requirements resulted in increased connection costs. The developers sought a limitation on design standard changes or an increase in MILs to address these increased costs.

6. The Commission determined in Decision 26649-D01-2022⁶ that the complaint levied by the Melcor Entities focused on design standards and that any change to MILs was out of scope because MILs would be better addressed in a generic terms and conditions consultation, such that other stakeholders would be able to provide input.⁷ At that time, Fortis's MILs had also already been approved on a final basis for both 2021 and 2022. Further, in Decision 26649-D01-2022, the Commission dismissed the Melcor Entities complaints, determining that Fortis did not breach its obligations under the *Electric Utilities Act*, and that it did not act in a manner that was unjust, unreasonable, unduly preferential, arbitrarily or unjustly discriminatory, or inconsistent with or in contravention of law.⁸

7. On March 9, 2022, the Commission issued Bulletin 2022-03⁹ indicating that it was initiating a stakeholder consultation to review the standards of service for new home connections and the associated MILs for 2023-2028. The topics of discussion for this consultation included the basic design standard for new home construction and a methodology to set the MILs for the electric distribution utilities starting in 2023. After reviewing the materials gathered through the consultation process, the Commission decided that it would benefit from further evidence provided through a hearing process. As a result, the Commission initiated the first stage of the present Proceeding 27658 on September 28, 2022.

8. The Commission indicated that Proceeding 27658 would progress in two phases.¹⁰ The first phase set 2023 MILs with the release of Decision 27658-D01-2022. In that decision, the Commission directed each of the distribution utilities to recalculate their 2023 MILs by

⁴ Proceeding 26649, Exhibit 26649-X0002, 2021-06-30 Melcor Entities Appendix A, PDF page 2.

⁵ Proceeding 26649, Exhibit 26649-X0008, Melcor Entities Complaint Particulars, PDF pages 10-12, paragraphs 23-24 and 27.

⁶ Decision 26649-D01-2022: Melcor Developments Ltd., Highview Communities Inc. and Sunset Properties Inc., Complaint Regarding FortisAlberta Inc. Changing Design Standards, Proceeding 26649, March 22, 2022.

⁷ Proceeding 26649, Exhibit 26649-X0055, AUC letter – Procedural notice, PDF page 3, paragraph 14.

⁸ Decision 26649-D01-2022, PDF page 4, paragraph 4.

⁹ Bulletin 2022-03, Stakeholder consultation to review the standards of service for new home connections and associated maximum investment levels for 2023-2028, March 9, 2022.

¹⁰ Exhibit 27658-X0004, AUC letter - Proceeding to determine MILs starting in 2023, PDF pages 1-2, paragraph 4.

escalating 2022 approved MILs by 2.68 per cent.¹¹ Table 1 below illustrates the MILs that were approved as final, effective January 1, 2023.

Table 1. 2023 approved MILs

Distribution utility	2023 MIL
ATCO Electric ¹²	\$3,047 per lot
ENMAX non-standard residential development ¹³	\$2,729 per lot - 100 amp service \$3,975 per lot - 200 amp service \$10,506 per lot - 400 amp service
EPCOR ¹⁴	\$2,820 per lot
Fortis ¹⁵	\$2,749 per lot

9. In this second phase, the Commission re-examined the principles underlying MILs for 2024 and beyond.¹⁶ This decision deals with the second phase of this proceeding.

10. On February 9, 2023, the Commission issued its final issues list, scoping what would be considered in the second phase of this proceeding. Parties to this proceeding, the four Alberta distribution utilities, the Developers,¹⁷ the Alberta Federation of Rural Electrification Associations (AFREA), the Municipalities¹⁸ and the Office of the Utilities Consumer Advocate (UCA) filed evidence, information requests (IRs) and responses. The record of the proceeding closed with oral argument and reply argument on July 19 and 20, 2023.

3 Background of a MIL

3.1 What is a MIL?

11. A MIL is the maximum dollar amount that a distribution utility can invest in a new customer service connection and add to its rate base. Effectively, the distribution utility invests in the expansion of the distribution system, paying some or all of the costs incurred in the connection of a new customer up to the maximum amount allowed (i.e., the MIL). The distribution utility, in turn, capitalizes these costs and recovers the investment over time through the rates it charges to customers. To the extent that connection costs exceed the MIL, these costs are borne directly by the connecting customer, rather than being socialized across customers through rates.¹⁹ Fundamentally, when a new customer connects to the distribution system, the MIL is the portion of the connection costs that all distribution customers in the associated rate

¹¹ Decision 27658-D01-2022: Residential Standards of Service and Maximum Investment Levels – Phase 1, Proceeding 27658, December 15, 2022.

¹² Exhibit 27658-X0047, Schedule of available company investment, PDF page 1.

¹³ Exhibit 27658-X0050, Residential investment levels, PDF page 2. As it relates to a standard residential development, ENMAX continued its practice for 2023 of investing the full amount necessary to provide a modified underground residential distribution system.

¹⁴ Exhibit 27658-X0040, 2023 Schedule A – Investment Eligibility, PDF page 1.

¹⁵ Exhibit 27658-X0042, Appendix I - Customer contributions schedules, PDF page 1.

¹⁶ Exhibit 27658-X0004, AUC letter - Proceeding to determine MILs starting in 2023, PDF page 1, paragraph 4.

¹⁷ When referring to the “the Developers” in the context of Proceeding 27658, the Developers are Melcor Developments Ltd., the Building Industry and Land Development Association Alberta and Building Industry and Land Development Association Calgary.

¹⁸ When referring to the “the Municipalities” in the context of Proceeding 27658, the Municipalities refers to the Association of Alberta Municipalities and the City of Airdrie.

¹⁹ The MILs associated with new residential developments are collected from all residential rate class customers through residential distribution rates.

class pay for, and the customer contribution is the portion of the connection costs the connecting customer pays directly.

12. In most cases, MILs are set amounts, approved as part of each distribution utility's T&Cs. Third-party developers construct electric utility infrastructure inside new residential developments within the service areas of Fortis, ATCO Electric and EPCOR. In ENMAX's service area it, as part of a four-party consortium,²⁰ it constructs the electrical infrastructure associated with the new connections and ENMAX's current practice is to fully fund standard residential developments.²¹

13. Once construction is complete, the developer (or other third party if applicable) passes ownership of this infrastructure to the distribution utility, and is reimbursed for its construction costs (up to the amount of the MIL) by the distribution utility. For any amounts greater than the MIL, the Commission understands developers generally aim to pass on these costs to homebuyers in the form of higher home or lot prices. Developers may not be able to pass on these costs uniformly across new homes or residential lots.²² However, the Commission notes that the Developers operate in a competitive market and are not regulated by the Commission. The Commission understands that generally, in a competitive market, competitive forces will ensure equilibrium between the demand for and supply of new homes or developments regardless of the approved MIL.

14. The Commission also notes that it has previously found that developers are generally not "customers" as defined in, or contemplated by, the *Electric Utilities Act*.²³ During the hearing, Commission counsel asked why the developers were concerned about MILs, since all residential MILs in a service area will be the same and therefore all developers in a given area will generally be faced with the same costs (and therefore none should be able to avoid these costs and obtain a competitive advantage in a given market). The Developers suggested they were acting as a proxy for customers, they were concerned about affordability for customers, and in some circumstances, they would not be able to pass the costs associated with customer contributions through to customers on a timely basis.²⁴ The UCA noted that while other parties in this proceeding submitted they were acting as a proxy for customers interests, "the UCA is the party advocating in that respect without other motivation."²⁵ The Commission notes that the UCA is tasked with representing the interests of Alberta residential electricity customers, among other customers,²⁶ and to a large degree it disagreed with the positions taken by the Developers in this proceeding. The Commission does not find that the Developers represent the interests of customers in this proceeding, but the Commission has nevertheless considered their evidence, arguments and interests as necessary and appropriate in reaching its decision.

²⁰ Exhibit 27658-X0133, EPC-Developers-2023APR21-002, PDF page 4; Exhibit 27658-X0133, EPC-Developers-2023APR21-003, PDF page 6.

²¹ Exhibit 27658-X0060, ENMAX evidence, PDF pages 9-10, paragraph 7.

²² Exhibit 27658-X0027, Developer Response to the Commission, PDF page 8, paragraph 26.

²³ Decision 27658-D01-2023, PDF pages 7-10, paragraphs 19-28.

²⁴ Transcript, Volume 1, page 63 (B. Schwanak).

²⁵ Transcript, Volume 1, page 208 (K. Rutherford).

²⁶ *Government Organization Act*, Schedule 13.1, Section 3(a).

3.2 Early MILs

15. As explained above, MILs and customer contributions are inextricably linked. In Decision 2000-1,²⁷ the Alberta Energy and Utilities Board (the board), predecessor to the Commission, established the following guideline regarding customer contributions:

The Board considers that customer contributions are suitable in circumstances where service to a customer may impose costs on other customers for which they should not be responsible. An appropriate contribution policy therefore provides a suitable balance to an unlimited obligation to serve by imposing economic discipline on siting decisions. It transfers the economic burden of connection of new customers from the utility and its existing customers to the new customer. In other words, it exerts some of the discipline of the utility's economics on the economic decision-making of the customer. The Board considers that customer contributions should relate only to the local connection costs of the system expansion.²⁸

16. This passage identifies some of the key considerations relevant to MILs and customer contributions.

17. These key considerations were also endorsed in Decision 2002-082.²⁹ In that decision, the board determined the appropriate MILs by primarily considering what customer-related costs should be financed by the distribution utility and recovered through rates, and what portion should be financed directly by customers in the form of customer contributions. There were two overarching concerns with respect to MILs in the decisions: (i) did the level of MILs impose costs caused by the connecting customers on other customers who should not be responsible for those costs – either through cross-subsidization or intergenerational inequity; and (ii) did the level of MILs provide an effective price signal to incent the connecting customer to choose the most efficient connection possible. The board also noted that changes to MILs based on changes in technology or construction standards may be appropriate.³⁰

18. The tensions inherent in balancing these concerns, and others, are apparent in the following excerpt from Decision 2002-082, where the board considered whether MILs should be increased to include the average cost of urban underground services as proposed by the distribution utility:

With respect to AE's [ATCO Electric's] submission that underground service is a source of intergenerational inequity, the Board considers, at this point in time, that underground service continues to be a premium service. The Board does not consider the fact that an increasing percentage of new residential services are underground constitutes intergenerational inequity, without consideration of the premium nature of the service. The Board notes that although underground servicing has been a standard in many urban areas for several years, 24% of all new residential services were still overhead in 2001. The Board notes that the aforementioned figures are system wide averages. The Board

²⁷ Decision 2000-1: ESBI Alberta Ltd., 1999/2000 General Rate Application Phase 1 and Phase 2, Application 990005, Files 1803-1, 1803-3, February 2, 2000.

²⁸ Decision 2000-1, PDF page 276.

²⁹ Decision 2002-082: ATCO Electric Ltd., 2002 Investment and Contribution Policy, Application 1251218, September 10, 2002, PDF page 16.

³⁰ Decision 2002-082, PDF page 17.

agrees with FIRM^[31] that the proposed policies could create undue subsidies, beyond what would be anticipated in an averaging methodology, from those customers with low connection costs to those with high connection costs. The proposed policy could create undue-cross subsidies from small rural communities, with overhead service, to urban or rural residential customers.³²

19. In Decision 2002-082, the board denied the utility's proposal, finding instead the cost for residential customers should be based on the cost of a typical overhead service, citing among other reasons that new customers may not benefit from increased MILs, as developers may not pass this investment on to homebuyers. The board also noted that approving MILs based on underground service could result in customers with lower connection costs subsidizing customers with higher costs, and therefore create undue-cross subsidies from small rural communities with overhead service to other residential customers.³³ The board concluded that the existing MILs should be maintained, but increased by inflation, offset by productivity and technological improvements.³⁴

20. In 2010, after a joint consultation, the distribution utilities agreed on 10 guiding principles for setting MILs.³⁵ The 10 principles are reproduced in [Appendix 4](#) of this decision for ease of reference. The Commission largely endorsed these principles, although it provided some clarifications and qualifications, as discussed further below.³⁶

4 Should MILs be retained?

21. In this proceeding, parties generally supported retaining MILs in some form. The Commission notes, however, that most of the parties in this proceeding were aligned in interest to support the continuation of, and increase to, MILs. Specifically, maintaining and increasing MILs allows for continued and increased investment for distribution utilities and, all else equal, would provide distribution utilities with increased returns. Maintaining and increasing MILs also decreases the amount developers would be required to pay by way of a contribution towards new electricity infrastructure in their developments and allow the developers to either price lots and/or homes lower than they otherwise would, or earn higher profit at a given market price. The fact that both the distribution utilities and the Developers have an incentive to seek increased MILs was discussed by the UCA in argument.³⁷

22. The UCA was the only party in this proceeding who broadly represented utility customers that must ultimately pay for MILs through rates. While the UCA initially advocated for exploring a “zero-MILs” approach to address affordability concerns, it did not ultimately support this approach in argument. Rather, the UCA advised that it had determined a “zero-

³¹ “FIRM” is defined as comprising these parties: Alberta Federation of REAs Ltd., the Alberta Association of Municipal Districts and Counties, the Alberta Urban Municipalities Association, the Consumers' Coalition of Alberta, and the Public Institutional Consumers of Alberta, on PDF page 54 of Decision 2002-82.

³² Decision 2002-082, PDF page 18.

³³ Decision 2002-082, PDF pages 18-20.

³⁴ Decision 2002-082, PDF page 21.

³⁵ Decision 2010-309: FortisAlberta Inc., 2010-2011 Distribution Tariff – Phase I, Proceeding 212, Application 1605170, July 6, 2010, PDF pages 13-14, paragraph 20.

³⁶ Decision 2011-134: ATCO Electric Ltd., 2011-2012 Phase I Distribution Tariff, 2011-2012 Transmission Facility Owner Tariff, Proceeding 650, Application 1606228, April 13, 2011, PDF pages 51-53.

³⁷ Transcript, Volume 1, pages 236-237 (K. Rutherford).

MILs” approach may not provide the desired relief to customers and focused its submissions on the principles associated with setting MILs and ensuring that approved MILs “ultimately result in the lowest costs possible for DFO [distribution facility owner] customers.”³⁸

23. Counsel for ATCO Electric stated in oral argument that “maintaining MILs is actually less risky in terms of rate impacts as the range and extent of consequences from eliminating the longstanding practice of allowing utility investment subject to MILs cannot be fully known.”³⁹ Fortis argued that MILs facilitate customer growth, which ultimately puts a downward pressure on rates.⁴⁰

24. The Commission finds that MILs should be retained. While MILs as such are not required by the statutory scheme, they are a proportionate way to compensate the distribution utilities for operational and ownership responsibilities incurred in relation to new customer-related connection infrastructure. The Commission has reached this conclusion after considering the submissions of all parties with respect to the regulatory compact and the statutory scheme. In interpreting the statute, the Commission has considered its text, context and purpose with a view to discerning legislative intent.⁴¹

4.1 The regulatory compact

25. ATCO Electric invoked the regulatory compact in support of its position that MILs should be maintained, as described by the Supreme Court of Canada in the following passage:

These goals have resulted in an economic and social arrangement dubbed the “regulatory compact”, which ensures that all customers have access to the utility at a fair price — nothing more. As I will further explain, it does not transfer onto the customers any property right. Under the regulatory compact, the regulated utilities are given exclusive rights to sell their services within a specific area at rates that will provide companies the opportunity to earn a fair return for their investors. In return for this right of exclusivity, utilities assume a duty to adequately and reliably serve all customers in their determined territories, and are required to have their rates and certain operations regulated (see *Black*, at pp. 356-57; *Milner*, at p. 101; *Atco Ltd.*, at p. 576; *Northwestern Utilities Ltd. v. City of Edmonton*, 1929 CanLII 39 (SCC), [1929] S.C.R. 186 (“*Northwestern 1929*”), at pp. 192-93).⁴²

26. As ATCO Electric pointed out, the regulatory compact serves as a backdrop for the interpretation of utility legislation in Alberta. However, as acknowledged by ATCO Electric in argument, the regulatory compact is mutable, as explained by Justice Paperny of the Alberta Court of Appeal:

[12] As such, while the use of the term “regulatory compact” suggests a tight, firmly contained and well-understood agreement between the utility, the regulator and the public, this is misleading. Changes in economics, demographics, technology and policy inform and shape the “compact”. As stated in a leading textbook on utility regulation:

³⁸ Transcript, Volume 1, pages 209-210 (K. Rutherford).

³⁹ Transcript, Volume 1, page 102 (J. Kennedy).

⁴⁰ Transcript, Volume 1, page 194 (T. Ahmed).

⁴¹ *Canada (Minister of Citizenship and Immigration) v Vavilov*, 2019 SCC 65, paragraphs 118-121.

⁴² *ATCO Gas & Pipelines Ltd v Alberta (Energy & Utilities Board)*, 2006 SCC 4, paragraph 63.

... it must be stated clearly and recognized at the outset that regulation has not developed in a smooth or always logical manner. To the contrary, regulation has experienced “a slow and fitful growth”.

[13] Or, as stated more recently by Fraser CJA in *ATCO Gas and Pipelines Ltd v Alberta (Utilities Commission)*, 2014 ABCA 397 (*ATCO Costs Decision*), at paragraph 3:

... the terms of the regulatory compact have always been subject to evolution and the rebalancing of competing interests of consumers and utility companies when times and circumstances change. This is as it should be, especially in this era of deregulation of the gas and electrical sectors in Alberta. There is no industry today that is immune to change. Or that enjoys a right to be protected from the consequences of change, whether those arise from legislative choices, deregulation or court decisions.⁴³

27. Generally, ATCO Electric maintained that the regulatory compact represents a balancing of competing interests, with the distribution utility’s right and obligation to provide exclusive service within a designated service area, and its right to receive adequate compensation in respect of that service at its foundation. ATCO Electric further submitted that when the relevant statutory provisions were considered in light of the regulatory compact, and the evidence, MILs should be maintained.⁴⁴

28. While the Commission should consider the regulatory compact when interpreting its statutory scheme, for the reasons explained below, the Commission concludes that the regulatory compact does not dictate a particular outcome with respect to MILs. However, the Commission considers that generally, the regulatory compact’s balancing of the provision of service with recovery of costs associated with that service, favours some basic level of investment by distribution utilities in the connection infrastructure that they will ultimately own and operate.

4.2 The Electric Utilities Act

29. While the Commission asked questions regarding utility legislation generally, the parties to this proceeding that based arguments on the statutory scheme primarily relied on provisions in the *Electric Utilities Act* to support arguments that some MIL was legally required. Arguments related to a particular methodology to calculate MILs were also framed in accordance with the *Electric Utilities Act*. For the reasons set out in this section, the Commission is not persuaded that the statutory scheme requires the availability of MILs, or mandates a particular methodology for calculating MILs. However, the Commission finds some support in this scheme for the principle that some basic level of utility investment in new customer-related connection infrastructure is merited.

4.2.1 Sections 101 and 105(1)

30. Section 101 of the *Electric Utilities Act* provides that a person wishing to obtain electricity must make arrangements with the owner of the electric distribution system in the corresponding service area. Section 105(1) sets out various duties of the owner of an electric distribution system, including the duty to provide electric distribution service that is not unduly

⁴³ *FortisAlberta Inc v Alberta (Utilities Commission)*, 2015 ABCA 295, paragraphs 12-13.

⁴⁴ Transcript, Volume 1, pages 112-113 (J. Kennedy).

discriminatory, and to connect customers. Several distribution utilities pointed to these sections in support of their argument that the *Electric Utilities Act* contemplates an entitlement to MILs.

31. While the Commission accepts that these provisions reflect the right and obligation to serve as contemplated by the regulatory compact, the Commission does not find that any of these obligations directly or indirectly dictate who should pay the customer-related costs of new customer connections nor entitle the owner of an electric distribution system to a particular MIL. Fundamentally, these provisions relate to who is entitled to electric distribution service, from what entity they must seek that service, and who is obligated to provide electric distribution service. They do not provide direction regarding what portion of customer-related connection costs should be borne by the utility (and recovered through rates), and what portion should be borne by the customer who necessitated them.

4.2.2 Sections 121 and 122

32. MILs are part of a distribution utility's tariff. Section 121(2) of the *Electric Utilities Act* provides that the Commission must ensure that each tariff is just and reasonable, not unduly preferential, arbitrarily or unjustly discriminatory, or inconsistent with any law. Section 122 provides:

122(1) When considering a tariff application, the Commission must have regard for the principle that a tariff approved by it must provide the owner of an electric utility with a reasonable opportunity to recover

- (a) the costs and expenses associated with capital related to the owner's investment in the electric utility, including
 - (i) depreciation,
 - (ii) interest paid on money borrowed for the purpose of the investment,
 - (iii) any return required to be paid to preferred shareholders of the electric utility relating to the investment,
 - (iv) a fair return on the equity of shareholders of the electric utility as it relates to the investment, and
 - (v) taxes associated with the investment,

if the costs and expenses are prudent and if, in the Commission's opinion, they provide an appropriate composition of debt and equity for the investment ...

33. The Supreme Court of Canada has interpreted the term "just and reasonable" in the context of Alberta's utility legislation and explained:

In Canadian law, "just and reasonable" rates or tariffs are those that are fair to both consumers and the utility: *Northwestern Utilities Ltd. v. City of Edmonton*, 1929 CanLII 39 (SCC), [1929] S.C.R. 186, at pp. 192-93, per Lamont J. Under a cost of service model, rates must allow the utility the opportunity to recover, over the long run, its operating and capital costs. Recovering these costs ensures that the utility can continue to operate and can earn its cost of capital in order to attract and retain investment in the utility: *OEB*, at para. 16. Consumers must pay what the Commission "expects it to cost to efficiently provide the services they receive" such that, "overall, they are paying no more than what is necessary for the service they receive": *OEB*, at paragraph 20.⁴⁵

⁴⁵ *ATCO Gas and Pipelines Ltd v Alberta (Utilities Commission)*, 2015 SCC 45, paragraph 7.

34. ATCO Electric noted that MILs are part of a distribution utility's tariff, and that these sections apply to MILs. The Commission agrees, and considers that the distribution tariff must be just and reasonable, in the sense that it is fair to both the distribution utility, and consumers.

35. ATCO Electric submitted that Section 122 in particular, was framed through investment. During argument, ATCO Electric was asked whether Section 122(1)(a) would be contravened if MILs were eliminated, because the "investment" would be replaced by customer contributions, and therefore there would be no investment as contemplated by Section 122(1)(a). Ultimately, ATCO Electric emphasized that the important point from its perspective is that under the statute, if the distribution utility is responsible to operate and maintain new connection infrastructure, even if it had not invested in that infrastructure, there should be some level of fair compensation provided to correspond to its responsibilities.⁴⁶ This could be accomplished by a management fee as well as return on some level of investment.

36. EPCOR agreed with this point, emphasizing that even if there is no "investment" as contemplated by this section, the connection assets are owned and operated by the distribution utility, and some compensation is appropriate.⁴⁷ In its evidence, EPCOR went further, stating that the service connections are part of the "electric distribution system" required to provide "electric distribution service" as defined in the *Electric Utilities Act*,⁴⁸ and that:

The legislative framework contemplates that the distribution system owner will invest in, own and operate the facilities, and will be provided through its Commission approved tariffs with a reasonable opportunity to recover its costs and expenses associated with capital related to the owner's investment in the facilities, including depreciation, debt costs and a fair return on equity, if the costs and expenses are prudent.⁴⁹

37. The Commission accepts that this may be the case to some degree with respect to prudent utility investment in the broader electric distribution system, but MILs only relate to a portion of the customer-related connection costs at the very boundaries of the system. The Commission considers that at least some distinction between the broader system, and the edges of the system, was acknowledged by EPCOR, through its position that it is not required to invest in all portions of the electric distribution system, such as the portion of service connections located on its customers' property.⁵⁰ Reading sections 121 and 122 in light of the regulatory compact relating to prudent investment and the statute as a whole, the Commission considers that while some degree of investment is contemplated by the statute, it is not the case that the statute provides the

⁴⁶ Transcript, Volume 1, pages 114-115 (J. Kennedy).

⁴⁷ Transcript, Volume 1, pages 181-182 (J. Liteplo).

⁴⁸ *Electric Utilities Act*:

"1(1)(l.1) "electric distribution service" means the service required to transport electricity by means of an electric distribution system

(i) to customers, or

(ii) from distributed generation to the interconnected electric system,

and includes any services the owner of the electric distribution system is required to provide by the Commission or is required to provide under this Act or the regulations, but does not include the provision of electricity services to eligible customers under a regulated rate tariff;

1(1)(m) "electric distribution system" means the plant, works, equipment, systems and services necessary to distribute electricity in a service area, but does not include a generating unit or a transmission facility."

⁴⁹ Exhibit 27658-X0083, EPCOR evidence, PDF pages 10-11, paragraph 8.

⁵⁰ Transcript, Volume 1, pages 182-183 (J. Liteplo).

utility a right to invest in every component of customer-related infrastructure that may be requested by a customer or a developer.

38. The Commission similarly notes that ATCO Electric argued that it may be consistent with the statutory scheme to provide compensation in respect of customer-related connection assets through some other mechanism such as a management fee if MILs were eliminated. In response to a question from the panel chair regarding whether, if MILs were eliminated, there was a particular threshold at which the operational and ownership responsibilities of the utilities in relation to customer-related connections, would necessitate a management fee or some other form of recompense for these responsibilities, ATCO Electric submitted there was no evidence on the record of this proceeding to establish what a reasonable threshold might be.⁵¹ Based on this discussion, and its broader assessment of the statutory scheme in the context of the regulatory compact, the Commission is satisfied that it may be the case that if MILs were eliminated entirely, it would need to evaluate whether it would be inconsistent with the statutory scheme for there to be a complete absence of compensation in relation to customer connection assets. However, the Commission finds it is unnecessary to decide whether the elimination of MILs entirely would be contrary to the statutory scheme, because as explained further below, the Commission has determined that it will retain MILs. At present the balance of evidence was that MILs represent a very minor amount of distribution utility investment.

39. Regardless, the Commission finds that it is not required by the statutory scheme to allow each utility the opportunity to invest in every metre of the electric distribution system requested by a customer or developer, and that the reasonable opportunity principle embedded in the *Electric Utilities Act* applies to amounts actually and prudently invested. The Commission notes the following recent commentary from the Court of Appeal that “[w]ords like ‘just’, ‘reasonable’, ‘unduly’ and ‘prudent’ bestow broad discretionary powers on the Commission. This is expansive text.”⁵² The Commission considers that while it must ensure that electric distribution tariffs are just and reasonable, in the sense they are fair to both the utility, and consumers,⁵³ the statute confers a wide degree of discretion on the Commission in determining what methodology should be used to determine the appropriate amount of utility investment in customer-related connection costs, and the corresponding amount that should be paid directly by customers.

5 What principles should govern MILs going forward?

40. MILs have allowed connecting customers and developers of new subdivisions to recover some or all customer-related connection costs from the relevant distribution utility. As explained above, the fundamental issue with respect to MILs is what customer-related costs of new connections should be financed by the distribution utility, and what costs should be financed directly by the customer requiring the new connection. The Commission has considered a variety of principles when setting MILs in the past, and in this section of the decision the Commission determines what principles will apply going forward. The Commission then applies these principles to determine a particular methodology for setting MILs.

⁵¹ Transcript, Volume 1, pages 121-123 (J. Kennedy).

⁵² *Equus Rea Ltd v Alberta (Utilities Commission)*, 2023 ABCA 142, paragraph 94.

⁵³ *ATCO Gas and Pipelines Ltd v Alberta (Utilities Commission)*, 2015 SCC 45, paragraph 7.

41. For the reasons explained below, the Commission considers the following principles should govern the setting of residential MILs:

- (a) MILs should be simple to administer, consistent, and transparent.
- (b) MILs should ensure new customers are not imposing costs on other customers for which they should not be responsible.
- (c) MILs should provide price signals to customers and developers to incent the most cost efficient connections possible for their current and future needs.
- (d) MILs should subsidize a service connection at a basic level of service, and not premium levels of service. Basic service is the level of service that a typical Albertan requires to light their homes and power their electronics and household appliances.

42. Applying these four principles, the Commission has determined that MILs should be set to cover a reasonable estimate of the cost to provide a basic electrical service connection, which corresponds to 100 amp, overhead service. This is because, in accordance with the four principles set out in the previous paragraph:

- (a) The current principles governing MILs, and the level of MILs, have led to MILs that are complex, inconsistent and opaque. Changes should be introduced to promote simplicity, consistency and transparency, and the Commission considers the best way to do that is to set MILs that represent the costs of a basic level of infrastructure.
- (b) Including costs in MILs beyond basic service leads both to: (i) customers with lower connection costs, cross-subsidizing customers with higher connection costs; and (ii) intergenerational inequity. Thus, including costs beyond basic service in MILs results in new customers imposing costs on other customers for which they should not be responsible.
- (c) By being set to cover only the basic level of service, the MILs impose economic discipline on customers to consider whether other requirements or a different level of service is necessary to meet their needs or is otherwise something customers are prepared to pay for by way of a customer contribution.
- (d) The basic level of service for residential customers for the purposes of calculating MILs should be 100 amp, overhead service. Therefore, a reasonable estimate of these costs is an appropriate basis to determine the amount of customer-related connection costs that should be subsidized across customers. It is inconsequential that distribution utility service standards, or other requirements, may prevent the actual installation of 100 amp, overhead service, because MILs relate to what costs in relation to new connections should be recoverable through distribution utility rates, not what the form of new connections could or should be. Finally, it is possible that what constitutes basic service could change, but the Commission would require extensive and robust evidence before making any such change.

43. In reaching these conclusions, the Commission has considered the evidence and arguments of the parties and its prior decisions, including the ten prior principles and other methodologies initially proposed by the utilities and endorsed by the Commission in 2010, as set out in Appendix 4 below. With respect to the ten prior principles specifically, while the Commission has analyzed these principles and found some of them helpful in its analysis, the

Commission considers these principles are at too high a level of abstraction to provide meaningful guidance to arrive at a specific MIL for each distribution utility. Instead, the Commission has considered these principles as guidance in determining the more specific principles and methodologies that should govern the setting of MILs, which are summarized above and explained below.

5.1 Simplicity, consistency and transparency

44. The need for simplicity, consistency, and transparency is an important consideration in setting MILs. These principles were reflected in principles 9 and 10 of the 10 principles:

9. MILs should be simple to administer and applied in a consistent and transparent manner.

10. Utilities should take into consideration the approaches of neighboring utilities when developing MILs. In a reasonable timeframe, individual company's MILs should move towards an AUC-adopted, common approach to setting investment levels for Alberta utilities.

45. The Commission has endorsed these principles, and has determined for the reasons set out below and in Section 6 that having one MIL for all four distribution utilities best achieves the principles of simplicity, consistency and transparency.⁵⁴

46. The Commission considers that simplicity, consistency and transparency are important qualities of an effective MIL. The Commission also notes that the previous principle 10 contemplated the 10 principles driving all distribution utilities towards a consistent approach to MILs. However, as is evident from the record of this proceeding, there continue to be inconsistent practices and requirements among the distribution utilities, and a lack of transparency as to what exactly the MIL is funding, and what it is not.

47. While Principle 8 provided that “[t]o the extent practical, the structure of MILs (ex., fixed dollar amount, or \$/unit) should generally align with cost causation and the rate structure which is applied to the customer,” the Commission considers that a fixed dollar amount should remain the basis of MILs, as to do otherwise would introduce undue complexity and costly administrative processes into the setting of MILs.

48. The Commission finds that the principle that MILs should be simple to administer and be applied in a consistent and transparent manner favours a change to the current approach to setting MILs. While a variety of changes could be made to advance these principles, the Commission considers a single, province-wide MIL that reflects an estimate of the costs to provide basic electricity service to residential customers makes MILs much more simple, consistent, and transparent. The Commission considers that this is a superior approach, unless a distinction among distribution utilities is required based on evidence that demonstrates unique characteristics of a distribution utility's service area that require a different MIL.

⁵⁴ Decision 2011-134, PDF page 53, paragraph 213.

5.2 New customers should not impose costs on other customers for which they should not be responsible

49. As explained in this section, the Commission considers that a paramount principle in setting MILs is that MILs should ensure that new customers are not imposing costs on other customers for which they should not be responsible. More specifically, MILs should not lead to customers with lower connection costs cross-subsidizing customers with higher connection costs, or to intergenerational inequity. The Commission concludes that the principle that MILs should ensure that new customers are not imposing costs on other customers for which they should not be responsible, supports a MIL that represents a reasonable estimate of the value of basic service.

5.2.1 The principle

50. The principle that MILs should ensure new customers are not imposing costs on other customers for which they should not be responsible, is well established in its decisions, and well founded. As explained above, this has continued to be a key consideration in setting MILs in Alberta. This principle encompasses two key subprinciples, both critical in setting MILs: MILs should not cause customers with low connection costs, to cross-subsidize customers with high connection costs, and MILs should not cause intergenerational inequity.

51. These principles were evident in early MILs decisions. For example, the Commission has expressed concerns that customers in rural areas of a service area that receive overhead service, may ultimately cross-subsidize customers in more urban parts of a service area that receive underground service, if the MIL that applies to both services incorporates the costs of underground service.⁵⁵

52. These principles are also evident in several of the previous 10 principles:

1. MILs should be set to achieve a reasonable balance of what an individual customer pays upfront through a customer contribution versus what all customers in a particular rate class pay through ongoing rates.

...

5. Setting of MILs needs to respect each utility's standards of service, while recognizing that these standards and the associated costs will change over time.

6. Changes to MILs should balance the need to attain the target MILs over a reasonable timeframe, while ensuring there is not undue upward pressure on tariff rates.

7. Adjustments to MILs should consider minimizing intergenerational inequity and cross subsidy, whereby the portion of the cost of an extension that the company invests in should be in similar proportion with previously established investment levels. Both new and existing customers should be treated similarly to the extent possible and should see a similar price signal when the system is or was extended to provide service.

53. The Commission previously endorsed these principles, and noted that a failure to adjust MILs to keep pace with inflation and increased construction costs could result in intergenerational inequity by requiring new customers to pay more for new connections than existing customers. Conversely, if the MILs were substantially increased in one year, it could be

⁵⁵ Decision 2002-082, PDF page 18.

unduly discriminatory to customers who had connected in previous years.⁵⁶ The Commission considers it necessary to address each of these principles in turn.

54. The Commission endorses the previous Principle 1 and notes it corresponds to what the Commission considers is the fundamental purpose of MILs – establishing a reasonable balance between what connecting customers pay, and what all customers pay in a rate class, when a new customer connects to the system.

55. The Commission considers that previous Principle 5 is no longer helpful in the setting of MILs. The Commission considers that a distribution utility's standards of service are not a proper basis on which to determine what portion of connection costs should be borne by new connecting customers, and what portion should be borne by residential customers as a rate class. Similarly, the Commission accepts that municipalities or communities may choose varying standards of service, and new customers may choose to request and should be permitted to receive different levels of service, which may come with different connection costs. However, the Commission is not persuaded that it is just and reasonable for all customers to pay for these choices through rates. Rather, individual or community decisions on the type of service that drives connection costs higher are more reasonably borne by the customers or communities that are making these decisions. MILs are intended to ensure that every residential customer has basic, safe and reliable electricity service, not to socialize the full costs of elevated and incrementally more costly service. The Commission does not believe that setting a MIL that is different than the full or average cost of service per new lot for each distribution utility would adversely affect the continued expansion of the distribution system or lead to grid defection.

56. While a third party, such as a municipality, may impose requirements for aesthetic or other reasons that impact the costs of connections within their municipality, this is not a cost that should be paid for by customers broadly. The Commission expects that developers take any such additional costs into account in determining which municipalities to construct new developments in and the pricing of these developments.

57. The Commission is of the view that Principle 6 may continue to be relevant. However, based on the evidence in this proceeding, the Commission is not satisfied that any of the changes to MILs contemplated in this decision rise to a level of materiality that would place an undue upward pressure on rates.⁵⁷

58. The Commission considers the considerations of intergenerational inequity and cross subsidy articulated in Principle 7 continue to be relevant but they should be addressed separately.

59. Regarding cross-subsidization, the board expressed the concern in Decision 2002-082 that MILs may result in customers with lower connection costs, subsidizing customers with higher connection costs. This continues to be a central concern for the Commission regarding MILs. In fact, this is a central concern, as increasing variation in levels of services, creates an increasing risk that customers with lower connection costs, will unduly cross-subsidize those customers that benefit from more expensive variations.

⁵⁶ Decision 2011-134, PDF pages 52-53, paragraph 209.

⁵⁷ For example, ENMAX's evidence estimated that the complete elimination of MILs would reduce a typical residential customer bill by approximately \$0.13/month: Exhibit 27658-X0060, ENMAX evidence, PDF pages 14-15, paragraph 21.

60. Regarding intergenerational inequity, ENMAX argued that MILs should be retained for various reasons including the intergenerational inequity that would stem from the elimination of MILs. Fortis, the Developers and ATCO Electric shared the view that by eliminating MILs, there would be concerns regarding intergenerational inequity as current customers would not receive the benefit of a partial subsidy on their connection but pay, through distribution rates, for the connections of existing customers. The Commission finds that there is some merit in these arguments. However, the Commission also considers the argument that MILs ought to be retained due to intergenerational inequity concerns also suggests that MILs should not be materially increased, as existing customers that do not benefit from increased levels and types of service will pay higher rates due to a higher MIL. Ultimately, intergenerational inequity is a concern, in that material changes to MILs may result in new customers receiving a greater or a lesser amount of subsidization than prior generations.

5.2.2 Application of the principle

61. Based on the evidence in this proceeding, the Commission is particularly concerned that MILs that incorporate standards of service beyond a minimum basic standard, are increasingly resulting in customers with lower connection costs subsidizing customers with higher connection costs, and resulting in intergenerational inequity.

62. Where the level (for example, 100 amp versus 200 amp service) or type (such as underground service as opposed to building overhead) of service leads to increased costs, the Commission considers it is not reasonable for customers who do not have these services to bear a portion of the increased costs associated with them, as this may result in undue cross-subsidization and intergenerational inequity. At this time, the Commission finds it is not just and reasonable for an existing customer with 100 amp service and overhead distribution lines to subsidize new 200 amp, underground services, when these requirements are being driven because the new connection is to a larger home with increased servicing demands, by changes due to future policy objectives,⁵⁸ or dictated by communities, municipalities and other planning authorities for aesthetic or other reasons. On balance, it is more reasonable for those driving increased costs to bear such costs. Accordingly, the Commission considers that the principle that MILs should ensure new customers are not imposing costs on other customers for which they should not be responsible, favours setting a MIL based on a single level of basic service.

5.3 Price signals

63. For the reasons explained below, the Commission finds that price signals continue to be a consideration in setting MILs, but notes that these signals are largely muted by municipal standards and other requirements that mandate a particular level or type of service.

5.3.1 The principle

64. The Commission has consistently maintained that MILs should provide price signals to customers to incent efficient connection decisions. This was reflected in Principle 2:

2. MILs should provide economic discipline and price signals to new customers as they are connected to the interconnected transmission and distribution system, and these levels should be aligned with encouraging the best long term economic and technical solution to meet standard service requirements.⁵⁹

⁵⁸ Exhibit 27658-X0159, FAI-AUC-DFO-2023APR21-003(e), PDF page 15.

⁵⁹ Decision 2010-309, PDF page 14, paragraph 20.

65. The Commission considers that this continues to be a relevant consideration in MILs.

5.3.2 Application of the principle

66. While the Commission continues to consider that an important function of MILs is to send a price signal to new customers, in practice, the operation of this price signal is complicated, and to a large degree is muted.

67. Some distribution utilities argued that if the MIL did not cover the costs of certain service standards, such as 200 amp service, customers would be incented to undersize their service connection, and select levels of service that would ultimately be inadequate, requiring costly renovations in the future and resulting in economic inefficiencies. However, the UCA argued that this position does not withstand scrutiny, as the customer would ultimately be responsible for at least some of the costs of these upgrades.⁶⁰

68. The Commission expects that customers will act rationally, and in their own best interests. For example, if the MIL covers only the average costs of a 100 amp overhead connection, customers can be expected to select the least expensive level and type of service that best meets their current and expected future needs. The Commission considers that this is also true of developers. If homebuyers value a more expensive level or type of service, for example 200 amp underground service, they can be expected to pay a correspondingly higher price for homes with that service, than homes without it. In turn, developers can be expected to install the level and type of service that is in demand in the market. In this way, a MIL that covers only the costs of a basic connection creates a price signal that incents customers to select the most efficient level and type of service that meets their needs.

69. Conversely, if the MIL covers an amount greater than the basic level and type of service, an economically rational customer would select the highest level of service that they could receive, without paying any customer contribution. In this way, a MIL that covers an amount greater than basic service, creates a perverse incentive and an inappropriate price signal.

70. However, the Commission recognizes that in practice many of these price signals are muted by requirements imposed by municipalities and others. For example, the Commission asked an IR of the distribution utilities to explain all requirements in their service areas, including legal requirements, that relate to installing underground distribution systems and the relevant distribution infrastructure in a conduit.⁶¹ ATCO Electric identified several municipal bylaws and policies that apply within its service area, that require underground as opposed to overhead service.⁶² Fortis also identified municipal bylaws and policies within its service territory including an example of a municipality that required utilities to be installed underground in some circumstances.⁶³ ENMAX referred to its design standards, and the requirements of its shareholder – The City of Calgary.⁶⁴ EPCOR referred to its T&Cs, and the requirements of its shareholder – the City of Edmonton.⁶⁵

⁶⁰ Transcript, Volume 2, pages 252-254 (K. Rutherford).

⁶¹ Exhibit 27658-X0111, DFO-AUC-2023APR21-009(a), PDF page 11.

⁶² Exhibit 27658-X0147, DFO(ATCO)-AUC-2023APR21-009(a), PDF pages 36-40.

⁶³ Exhibit 27658-X0159, FAI-AUC-DFO-2023APR21-009(a), PDF pages 35-36.

⁶⁴ Exhibit 27658-X0131, EPC-AUC-2023APR21-009(a), PDF pages 34-36.

⁶⁵ Exhibit 27658-X0135, EDTI-AUC-2023APR21-009(a), PDF pages 33-34.

71. The Commission acknowledges that to the extent a distribution utility is required to install a particular form of service by a municipality, the price signal sent to the customer to install a more cost-effective form of service that is inconsistent with this standard is muted. However, the Commission notes that the MIL may still send an effective price signal to the extent that a customer is inclined to install a more expensive type or level of service than is required by a municipality or any other authority depending on the transparency of the costs of connection as a subset of the total lot or home price.

72. For these reasons, while the Commission acknowledges that MILs are an imperfect mechanism to send price signals to customers, and to promote efficient connection decisions, the Commission considers they remain an effective mechanism to send price signals with respect to levels and types of electricity service that exceed third-party requirements. In this way, the Commission considers that setting MILs in a way that reflects the costs of basic service, may still send effective price signals to customers.

5.4 Basic versus premium service

73. In this section of the decision, the Commission explains that the distinction between basic and premium service is an important consideration in setting MILs. While the proportion of levels and kinds of service connections in a service area may be relevant to the distinction between premium and basic service, the key consideration is that basic service is that which is required for a typical Albertan to have access to a sufficient level of service to meet their essential needs – energizing their lights, electronics and household appliances. Anything in excess of this amount is a premium service, and the costs associated with that level of service should generally not be subsidized by other ratepayers.

74. The Commission considers that notionally, basic service is 100 amp, overhead service. Therefore, a reasonable estimate of the costs of 100 amp, overhead service should form the basis of residential MILs in Alberta. As such, the costs of premium service above and beyond 100 amp, overhead residential service should generally be paid for by the connecting customer, and not subsidized across the residential rate class.

5.4.1 The principle

75. In an earlier decision, the Commission made a distinction between premium service and basic service when setting MILs. Parties to this proceeding filed evidence showing that the current MILs are less than the average cost of connecting customers in new residential developments. In the past, the Commission has used an averaging methodology and endorsed principles that indicate MILs should reflect utility service standards. These principles include:

3. The maximum amounts that the company invests in a new extension on behalf of all customers should consider the expected longevity or any other risks associated with the new service.

4. The current cost to connect new customers is the appropriate starting point for establishing MILs.⁶⁶

76. With respect to the previous third principle, the Commission considers that, while a relevant consideration generally speaking, it is not a fundamental principle when looking at the

⁶⁶ Decision 2010-309, PDF page 14, paragraph 20.

issue of residential MILs specifically.⁶⁷ This principle did not feature prominently in any party's argument in this proceeding and the Commission did not find it particularly helpful, one way or the other, in coming to its decision in relation to residential MILs. The Commission expects that recovery of the distribution utilities' investment in new customer connections is covered off by their respective, approved depreciation methodologies, and should there be any concerns in this regard, they may be addressed by a distribution utility at the time of its next depreciation study.

77. While the Commission has endorsed the fourth principle in the past, it has also noted that such costs should be calculated by considering an average over the last five years, and the sizing of standard equipment, not solely the current connection costs.⁶⁸ The Commission considers these previously expressed concerns reflect two key issues with using the current cost to connect as an appropriate starting point.

78. First, using data that does not include connection costs over a reasonable period of time, such as five years, may fail to reflect fluctuations in the costs of labour and materials that underpin connection costs.

79. Second, using data that does not include some standard (or basic) form of service will incorporate costs associated with more expensive levels of service, which should not be captured in the MIL. The Commission continues to have these concerns, and considers that this principle fundamentally relates to the distinction between standard and premium service that the Commission has previously employed. As a result, the Commission is not satisfied that the evidence of the current cost to connect new customers provided in this proceeding is the correct starting point for the establishment of MILs. Instead, a reasonable estimate of the cost to connect new customers that corresponds to some notional level of basic service is a reasonable starting point for the analysis. This leads to the question of what constitutes basic service.

80. In Decision 2002-082, in assessing whether underground service constituted "premium service," the Commission considered the percentage of new connections in a utility's service territory that were underground, as opposed to overhead.⁶⁹ The Commission considers that the percentage of new connections of a particular kind in a given time period, and the total percentage of connections of that kind across a service area, may be relevant to determining whether that kind of service constitutes "basic" or "premium service." However, there is insufficient information on the record of this proceeding on this topic.

81. Regardless of these proportions, the Commission considers that basic service should correspond to the level of electrical distribution service that is necessary to meet the essential needs of a typical Albertan – lighting their homes, charging their electronics and energizing common appliances such as dishwashers, laundry machines and refrigerators. This is what distinguishes basic service from "premium" services – such as those kinds of service that are desirable for aesthetic purposes, or that are required to power luxury equipment such as hot tubs, saunas or the multiple appliances of above-average-sized homes.

⁶⁷ The Commission notes, for example, the following statement from Fortis in its IR responses to the Commission: "FortisAlberta suggests that, historically, the nature of residential services is such that residential customers are likely the longest, most stable and least risky rate class customers for recovering investment when compared to non-residential rate classes."; Exhibit 27658-X0159, FAI-AUC-DFO-2023APR21-005(a), PDF page 22.

⁶⁸ Decision 2011-134, PDF page 52, paragraph 205.

⁶⁹ Decision 2002-082, PDF page 18.

82. The Commission considers that treating the distinction between basic and premium service in this way is consistent with the concept of electric distribution service as a public good. People need access to electricity, and the Commission considers that MILs are still a reasonable approach to socialize the basic costs of connecting to the grid, to access a basic level of electric distribution service that meets the essential needs of a typical Albertan. In brief, the Commission finds that using the average cost to connect in accordance with each utility's evolving service standards will exacerbate issues such as cross-subsidization, intergenerational inequity and improper price signals.

83. For the same reasons, the Commission does not accept that MILs must cover 100 per cent of the current cost of connection nor that the distribution utilities should be able to recover through the MIL 100 per cent of the costs of whatever design standard they choose to set.

84. While the Commission acknowledges ATCO Electric's concern that using a basic level of service to set MILs may result in that basic level of service falling out of line with evolutions in what can be considered basic,⁷⁰ such as changes driven by increased electrification, the Commission is satisfied this concern is addressed by leaving open the possibility that utilities will be able to demonstrate, in the future, that what constitutes basic service has changed, as contemplated by Section 6.1 of the decision below.

85. Accordingly, the Commission finds that the costs intended to be recovered through the MIL and the costs associated with particular service standards of new residential developments are mutually exclusive concepts. Standards of service relate to the technical standards adopted by a utility based on its judgment and expertise, as explained below. MILs, however, relate to how the costs associated with a new service connection should be allocated as between the new customer that is connecting to the distribution utility system, and the customers of the utility in that rate class.

5.4.2 Application of the principle: 100 amp, overhead service

86. In this section, the Commission concludes that the costs associated with 100 amp overhead service constitute basic service for the purposes of MILs, and are therefore reasonably recoverable through the MIL. Costs in excess of this basic level of service should be paid for through customer contributions. As explained in the ruling on final issues list and process schedule in this proceeding, the Commission recognizes the complexity of evaluating distribution owner design standards and correspondingly scoped this issue out from this proceeding.⁷¹ Instead, the Commission reviewed whether design standards should be considered in setting MILs as identified in issue (2)(c) of the issues list, without specifically considering the appropriateness of any particular design standard. ENMAX, EPCOR and the Developers agreed that design standards should be considered in setting MILs, ATCO Electric did not. Fortis explained that a basic standard should capture present and future electric utility and customer considerations. Therefore, a basic standard that considers various customer application scenarios, including panel size or underground and overhead service, would still be required to incorporate significant flexibility (and potentially complexity). Fortis noted that it would not be required to

⁷⁰ Exhibit 27658-X0147, DFO(ATCO)-AUC-2023APR21-003(c), PDF page 12.

⁷¹ Exhibit 27658-X0051, AUC letter – Ruling on final issues list and process schedule, PDF pages 5-6, paragraph 23.

back-calculate a technical or design standard if the Commission’s intention is simply to reduce MILs to a lower, basic level.⁷²

87. The Commission acknowledges the submissions put forward by the distribution utilities that there are third-party requirements, such as municipal bylaws, which must be adhered to in constructing new electrical infrastructure.⁷³ These requirements may lead to costs in excess of what the MIL provides. However, as noted above, the Commission finds that these third-party requirements should not dictate what should reasonably be included in distribution rates.

5.4.2.1 Underground and overhead service

88. In Decision 2002-082, the board found that underground service was considered a premium service and that a MIL that covered the average cost of installing underground service “could create undue subsidies, beyond what would be anticipated in an averaging methodology, from those customers with low connection costs to those with high connection costs.”⁷⁴

89. ATCO Electric submitted that conduit and underground should be considered “basic” as they are required to meet the mandate of the utility to provide safe and reliable service, as they are required by many municipalities.⁷⁵ EPCOR submitted underground should be considered “basic” because although overhead was considered, it was not allowed by the City of Edmonton.⁷⁶ Fortis referred to its standards of service as what constitutes basic service,⁷⁷ as did ENMAX.⁷⁸ The Commission is not satisfied from these responses that underground service constitutes basic service in Alberta. Municipal requirements, and standards of service, are not relevant to whether or not a particular type of service is basic or premium, and the Commission considers that the benefits of underground service are primarily aesthetic.

90. The Commission finds that underground service is premium relative to overhead service, as the latter accords with the principles of the basic service mentioned above. Further, an investment policy that fully funds the investment of underground service could continue to create an undue subsidy between new customers that have the opportunity to be connected via underground service and existing customers that may never benefit from an underground connection but will pay higher rates because of a higher MIL resulting from the socialized costs of other customers’ underground connections. While the Commission does not make any finding regarding preferences in various municipalities or areas of the province for underground service, the Commission finds that it is unreasonable for residential utility customers to pay the incremental costs of new services that exceed the minimum or basic service required.

5.4.2.2 100 amp and beyond

91. Similarly, the Commission finds that 200 amp service is also a premium service relative to the basic requirements of electrical distribution service described above. The Commission notes that 100 amp service is still regularly installed throughout Alberta, evidenced by some

⁷² Exhibit 27658-X0159, FAI-AUC-DFO-2023APR21-003(c), PDF page 14.

⁷³ Exhibit 27658-X0147, DFO(ATCO)-AUC-2023APR21-009(a), PDF pages 36-40; Exhibit 27658-X0159, FAI-AUC-DFO-2023APR21-009(a), PDF pages 35-36; Exhibit 27658-X0131, EPC-AUC-2023APR21-009(a), PDF pages 34-36; Exhibit 27658-X0135, EDTI-AUC-2023APR21-009(a), PDF pages 33-34.

⁷⁴ Decision 2002-082, PDF page 18.

⁷⁵ Exhibit 27658-X0147, DFO(ATCO)-AUC-2023APR21-009(b), PDF page 40.

⁷⁶ Exhibit 27658-X0135, EDTI-AUC-DFO-2023APR21-009(b), PDF page 34.

⁷⁷ Exhibit 27658-X0159, FAI-AUC-2023-APR21-009(b), PDF page 36.

⁷⁸ Exhibit 27658-X0131, EPC-AUC-2023APR21-009(b), PDF pages 36-38

distribution utilities giving developers a choice as to whether to install 100 or 200 amp service. ATCO Electric further noted the current MIL is unlikely to materially change the decisions of customers regarding 200 amp service as demand for 200 amp service is driven more by customer requirements in the competitive market (e.g., wanting electric vehicle chargers or solar panels).⁷⁹ Also, many existing customers have 100 amp service, and may never choose or have the means to upgrade that service. Customers purchasing homes in new communities have the option, through a customer contribution, to have premium infrastructure installed that may be unattainable to existing customers. The Commission finds it just and reasonable to ensure that new customers that will benefit from these optional installations pay the incremental costs of the associated infrastructure.

92. The Commission is not satisfied that MILs should cover the cost of infrastructure beyond basic 100 amp electricity service that is installed overhead. The Commission acknowledges that this basic infrastructure is not, in all cases, what the distribution utilities have designated as their standard or basic service but that does not negate the fact that many customers in Alberta receive safe and reliable service with that basic level of service.

6 MILs in the 2024-2028 PBR term

93. Having found that MILs should continue to be a part of electric distribution tariffs in Alberta and should provide a reasonable opportunity for distribution utilities to invest in basic service, the Commission will now determine the quantum of the MIL for 2024 and the methodology to be used by the distribution utilities to annually escalate the MIL for the coming PBR term. For the reasons set out in this section, the Commission has determined that:

- (a) For 2024, the MIL for each electric distribution utility will be **\$3,016** per lot; and
- (b) The 2024 MIL will be escalated by I-X for the duration of the PBR term.

6.1 2024 MILs

94. As discussed above, the Commission has determined that setting one MIL for all four electric distribution utilities that reflects the notional cost for the distribution utilities to provide 100 amp, overhead service is consistent with the four principles set out in Section 5 of this decision.

95. In addition, the Commission finds that setting a single MIL as opposed to a different MIL for each distribution utility promotes equity for ratepayers as there will not be a different burden for customers residing in or purchasing similar homes based solely on the distribution utility service area in which they reside. Plainly, a customer buying a home in Calgary, Drumheller, Edmonton or Strathmore will benefit from the same MIL. While not a significant concern for the Commission, it is also the case that setting a single MIL reduces the likelihood that the Developers will prefer the service area of one distribution utility over another.

96. On December 15, 2022, in Decision 27658-D01-2022, the Commission held that there was inadequate evidence before it to justify a modification of MILs, because generally, a

⁷⁹ Exhibit 27658-X0147, DFO(ATCO)-AUC-2023APR21-005(c), PDF page 19.

substantial increase in MILs should be supported by a study of a variety of development projects, representative of the characteristics of an entire service area, with sufficient empirical rigour.⁸⁰

97. On February 9, 2023, the Commission set the issues list for this proceeding, which placed in issue, among other things, whether or not MILs should be eliminated, and if they are retained in some form, how the line between MILs and customer contributions should be drawn. One consideration for the latter issue was the following sub issue:

Should there be a standard for “basic” electric distribution service that would be the basis for MILs, where customers would pay for levels of service over and above this standard?⁸¹

98. Both the distribution utilities and the Developers filed estimates on the average cost to service a lot in a new residential community in response to this issue. While Stantec Consulting filed a Cost of Electrical Service Study on behalf of the Developers, the costs listed in that study are materially higher than the estimates and examples provided by the distribution utilities. The four distribution utilities all noted that the cost estimates provided by the Developers were either useful as only points in a wider assessment of costs or should be dismissed.⁸² The distribution utilities also noted, and the Commission agrees, that the Developers face different pressures than regulated distribution utilities. The Commission is not persuaded that the estimates put forward by the Developers accurately reflect customer connection-related costs (i.e., only the non-system costs incurred in the connection of new residential communities to the existing distribution system).⁸³ The Commission is also not persuaded that the costs in the Developers’ evidence accurately reflect the customer-related costs to provide only basic 100 amp, overhead electric distribution service. While the study did include some 100 amp developments, it is not clear to the Commission this data was disaggregated by overhead and underground service. The Commission has therefore decided to place no weight on the cost study provided by the Developers in its determination of the 2024 MILs.

99. The Commission pursued the issue of setting MILs based on a basic service standard by seeking the relevant data, through IRs. For example, the Commission asked the distribution utilities to provide the cost and detailed description of the most basic system that will provide safe and reliable service in the context of the Developers stating that standards and costs should be set for 100 amp underground service, 100 amp overhead service, 200 amp underground service and 200 amp overhead service, and consider whether conduit is required in each circumstance.⁸⁴

100. In its response to this IR, ENMAX stated that its basic system is its standard modified underground residential distribution system, comprising an overhead feeder and 200 amp underground service to individual lots. Its cost estimate for this service is \$3,973 per lot. ENMAX noted that 200 amp service ensures modified underground residential distribution systems meet the basic electrical demand needs of end-use customers today while also supporting growth in demand due to increased electrification. ENMAX also indicated that

⁸⁰ Decision 27658-D01-2022, paragraphs 40-42.

⁸¹ Exhibit 27658-X0051, PDF page 2, paragraph 5(2)(c)(i).

⁸² Exhibit 27658-X0131, EPC-AUC-2023APR21-004(b), PDF pages 20-21; Exhibit 27658-X0135, EDTI-AUC-2023APR21-004(b), PDF page 16; Exhibit 27658-X0147, DFO(ATCO)-AUC-2023APR21-004(b), PDF page 16; Exhibit 27658-X0159, FAI-AUC-2023-APR21-004(b), PDF pages 17-19.

⁸³ Exhibit 27658-X0064.01, Stantec Consulting evidence for the Developers, PDF pages 8 and 13-14.

⁸⁴ Exhibit 27658-X0111, DFO-AUC-2023APR21-009, pages 10-11.

changes in the electrical code have created a shift in the cables that are used in establishing service, making both 100 amp and 200 amp services similarly priced.⁸⁵

101. EPCOR explained that its most basic service is its current underground distribution infrastructure. It explained that aerial (i.e., overhead) distribution systems were considered but the City of Edmonton’s complete streets design requirements does not allow for aerial distribution infrastructure. Finally, EPCOR explained that its 2023 costs are \$3,512 per lot and \$4,612 per lot for 100 amp and 200 amp service, respectively.⁸⁶

102. ATCO Electric explained that conduit and underground are considered “basic” and are required to meet the mandate of the utility to provide safe and reliable service to Albertans at an average cost per lot of \$5,101, based on its 2019 construction costs.⁸⁷ ATCO Electric stated that it does not have the detail of a statistical sample previously used to determine the cost per lot, and instead utilized the range of costs per lot presented during the roundtable as a starting point and to facilitate a high-level estimate of the possible revenue requirement impact to customers resulting from changes in MILs.⁸⁸

103. Fortis stated that MILs should be based on the cost per lot of its standard underground residential development and referred the Commission to its evidence on the costs per lot for 100 amp and 200 amp service in six municipalities (three with 100 amp service and three with 200 amp service) within its service area.⁸⁹ Taking an average of the costs provided by Fortis in its service territory,⁹⁰ the average cost for 100 amp service is \$3,583 per lot,⁹¹ and for 200 amp service is \$7,176 per lot.⁹²

104. ATCO Electric did not provide supplementary information on the mix of assets used in determining its cost per lot estimate of \$5,101. The Commission, therefore, cannot with confidence conclude the mix of basic and premium services that went into ATCO Electric’s cost calculations. Further, based on ENMAX’s statements that it no longer installs 100 amp service, the Commission decided to not include the cost data provided from ENMAX in its calculations.

105. Accordingly, based on the record of the proceeding, the Commission has decided to calculate a base 2024 MIL, for all four distribution utilities, by taking the average of the cost estimates to provide 100 amp service brought forth by EPCOR and Fortis, an average of \$3,548 per lot,⁹³ which the Commission is using as the notional starting point for the 2024 MIL subject to the further adjustments noted below.

⁸⁵ Exhibit 27658-X0131, EPC-AUC-2023APR21-009(b), PDF pages 36-38.

⁸⁶ Exhibit 27658-X0135, EDTI-AUC-2023APR21-009(b), PDF page 34.

⁸⁷ Project cost for 2019 project considered to be typical of developments constructed in ATCO Electric’s service territory. This is the only project constructed by ATCO in the last five-year period. Annual inflation of 2% has been applied (average CPI). These costs include costs within the subdivision and do not include any additional costs associated with bringing a main feeder to the subdivision; Exhibit 27658-X0066, ATCO Electric evidence, PDF page 12, paragraph 34; Exhibit 27658-X0147, DFO(ATCO)-AUC-2023APR21-009(b), PDF page 40.

⁸⁸ Exhibit 27658-X0066, ATCO Electric evidence, PDF page 12, paragraph 34.

⁸⁹ Exhibit 27658-X0159, FAI-AUC-2023-APR21-002(b), PDF page 8; Exhibit 27658-X0159, FAI-AUC-2023-APR21-009(b), PDF page 36; Exhibit 27658-X0075, Fortis evidence, PDF page 15, paragraph 26.

⁹⁰ Exhibit 27658-X0075, Fortis evidence, PDF page 15, paragraph 26.

⁹¹ $(\$4,382 + \$3,496 + \$2,872) / 3 = \$3,583$.

⁹² $(\$8,930 + \$4,480 + \$8,117) / 3 = \$7,176$.

⁹³ $(\$3,512 + \$3,583) / 2 = \$3,548$.

106. As noted above, each distribution utility's standard practice is to install at least some of its new distribution infrastructure underground. As the Commission has determined that underground service continues to be a premium service, the Commission finds that an average cost that includes the costs associated with underground service will result in a MIL that requires existing customers to subsidize the costs of new residential connections through a higher MIL. Both the Fortis and EPCOR amounts set out above include costs for underground designs. Without further information as to the distribution of underground versus overhead installations represented by these costs, the Commission has decided to take the average cost per lot calculated above and apply a discount of 15 per cent, which results in a single MIL of \$3,016 per lot⁹⁴ for all four electric distribution utilities. Discounting an average cost of service to set a MIL to a lower or basic level was contemplated and endorsed by Fortis.⁹⁵

107. The Commission directs each of the distribution utilities to update their respective MIL in each of their approved T&Cs as part of the compliance filing to Decision 27388-D01-2023.

108. The Commission acknowledges that discounting the average cost of 100 amp service will not reflect, in the most precise way, the amounts embedded within the cost per lot numbers that are related to underground service. The Commission requested more detailed information from the distribution utilities. However, they did not provide all required information.⁹⁶ The Commission has determined that this is a reasonable reduction to address the inclusion of costs for underground service that were not disaggregated as part of the cost estimates provided and which the Commission has determined represent premium rather than basic costs for the reasons set out in this decision. The Commission finds that discounting the base MIL is reasonable way to ensure that the full cost associated with underground service is not socialized through distribution rates and that, therefore, the MIL reasonably reflects the notional costs associated with basic electricity service.

109. In arriving at the MIL in this decision, the Commission has carefully considered the best available evidence on the record of this proceeding. The Commission has reviewed this evidence and noted its concerns about the quality of the evidence above.

110. The Commission considers that as a consequence of the application of the four principles it has set out above and the guidance provided in this decision, in the future the distribution utilities should be able to provide better information relevant to the calculation of MILs. The Commission also recognizes that developments in technology or law – for example, mandatory changes that result from beneficial electrification – may require the Commission to revisit its determination in this decision that the MIL should correspond to the cost of providing 100 amp overhead service.

111. Accordingly, the Commission understands the determinations in this decision may need to change in the future, based on further evidence provided by the distribution utilities and a consideration of the evolving context in which the distributors operate. However, whether that information relates to the costs of providing 100 amp overhead service, or the extent to which 100 amp overhead service constitutes “basic” service as contemplated in this decision, the Commission considers that any such evidence should:

⁹⁴ $\$3,548 \times 0.85 = \$3,016$.

⁹⁵ Exhibit 27658-X0159, FAI-AUC-DFO-2023APR21-003(c), PDF page 15.

⁹⁶ Exhibit 27658-X0111, DFO-AUC-2023APR21-009, pages 10-11.

- (a) Include data from a sufficiently long time period to ensure that costs incurred, and technology used, are representative of long-term trends as opposed to short-term fluctuations;
- (b) Include data from the distribution utility's entire service area, or a sufficient sample size of developments within that service area that it is representative of the distribution utility's service area, and what customers require, as a whole; and
- (c) Be sufficiently disaggregated and robust to allow the Commission to appropriately review, compare and assess reasonable amounts to be included in any MIL.

112. Further, to ensure that the funding provided in PBR3 reflects the revised MILs, the four electric distribution utilities are directed to reflect the approved 2024 MIL in their 2024 PBR rate calculations to be filed in the compliance filing to Decision 27388-D01-2023.

6.2 MILs escalation factor

113. MILs have historically been annually escalated by an inflation factor less a productivity factor (I-X) during annual PBR rate adjustment applications. The I factor, or inflation factor, is a component of a PBR plan that is intended to reflect the year-over-year changes in the prices of inputs that the utilities use. The X factor is a central component of PBR plans and represents the annual productivity growth a utility is expected to achieve during the PBR term. For this reason, the X factor is often referred to as a "productivity offset."⁹⁷ In some sense, an X factor can be thought of as a target against which the utility is incented to compete during the PBR plan to earn at least an approved return. It has been standard practice in the previous two PBR terms and has been directed to continue into the PBR3 term.

114. In the current proceeding, the four distribution utilities⁹⁸ and the UCA⁹⁹ supported the use of I-X, as applied to approved 2024 rates and in subsequent years during the PBR term, as an effective and easily understood mechanism to escalate MILs. These parties did not propose any changes to the existing factors that determine the I factor and the X factor for the purposes of how to escalate MILs after 2024.

115. The Developers expressed concern that using the consumer price index to determine the inflation factor will fail to appropriately account for construction-specific inflation. To correct for this concern, Darren Rainkie and Kelly Derksen, on behalf of the Developers, proposed the use of construction cost indexes for materials and labour to determine inflation.¹⁰⁰

116. The Commission does not find a compelling reason to adopt a different mechanism to escalate MILs than what the Commission has decided should otherwise apply for the PBR term starting in 2024. The I-X mechanism plays an important role in maintaining incentives similar to those found in competitive markets. The Commission finds that the use of construction-specific indexes would unnecessarily complicate the escalation mechanism and unreasonably create a different treatment for MILs than would apply to other amounts of the PBR regime. Therefore, the use of utility related indexes that make up the I factor are more relevant and consistent than

⁹⁷ Decision 27388-D01-2023, PDF page 33, paragraph 104.

⁹⁸ Exhibit 27658-X0060, 2023-03-27 ENMAX evidence, PDF page 25, paragraph 63; Exhibit 27658-X0066, ATCO Electric evidence, PDF page 22, paragraph 68; Exhibit 27658-X0075, Fortis evidence, PDF page 22, paragraph 51; Exhibit 27658-X0083, EPCOR evidence, PDF page 26, paragraph 51.

⁹⁹ Exhibit 27658-X0059, UCA evidence, PDF page 11, paragraph 32.

¹⁰⁰ Exhibit 27658-X0063, Mr. Rainkie and Ms. Derksen evidence for the Developers, PDF pages 26-27.

construction-related indexes. As such, the Commission directs each distribution utility to annually escalate MILs, during the PBR3 term, in accordance with the I-X mechanism approved in Decision 27388-D01-2023.¹⁰¹

6.3 Distribution utilities’ practices regarding new customer connections

117. The evidence filed in this proceeding illustrated inconsistencies amongst the distribution utilities in terms of design standards. The evidence also disclosed differences in how distribution utilities delineated between customer-related and system-related infrastructure and associated costs.¹⁰²

118. In setting out the issues list for this proceeding, the Commission excluded distribution utilities’ design standards. In so doing, the Commission recognized that design standards may impact new connection costs and the Commission advised that it may choose to explore the issue of standards further in a future proceeding, following the conclusion of the current proceeding. As part of any such future proceeding, the Commission anticipates exploring these differences and to what extent greater consistency between the electric distribution utilities’ service areas can be achieved to align with the principles articulated in this decision, particularly that MILs should ensure new customers are not imposing costs on other customers for which they should not be responsible and that MILs should be simple to administer, consistent, and transparent.

7 Street lighting MIL and applicable payments

119. As with residential MILs, street lighting MILs are part of a distribution utility’s approved T&Cs. Applicable costs above the MIL are the responsibility of the developer or party installing the street lights.

120. Proceeding 27067 was initiated as a result of Fortis filing an application with the Commission seeking the Commission’s advice and direction on the issue of to whom the street light investment should be paid in the event of a dispute between a developer and a municipality regarding whether an agreement has been reached as to entitlement to the payment. At the time of Fortis’s filing of the application the Commission had before it two related complaints from developers contesting the payment of the street light investment refund to municipalities. On February 16, 2022, the Commission advised parties to the complaints that Proceeding 27067 would address the street light investment issue.¹⁰³

¹⁰¹ Decision 27388-D01-2023, PDF pages 24 and 32-33, paragraphs 70 and 102-103.

¹⁰² For example, ENMAX, ATCO Electric and Fortis each stated that MILs should cover the work and infrastructure to provide the service from the distribution feeder to the lot. EPCOR stated that all infrastructure up to the property line should be included in MILs. However, much of the work should not be included in MILs and instead should be recovered through the approved rates for distribution service. AFREA stated that the work and infrastructure to provide service to multiple lots should be included in MILs but items that pertain to work and infrastructure for a single lot should not be included. The Developers stated that their costs for the work and infrastructure to provide the service within the development in accordance with DFOs standards should be recovered through MILs. The UCA did not take a position on work and infrastructure but instead argued that costs should be minimized to avoid increased burden on ratepayers.

¹⁰³ Decision 27067-D01-2022: FortisAlberta Inc., Application Respecting the Refund of the Fortis Street Light Investment, Proceeding 27067, July 11, 2022, PDF page 5, paragraph 5.

121. In Decision 27067-D01-2022, the Commission determined that the street light MIL should be paid to the municipality, or as directed by the municipality, in such instances of dispute.¹⁰⁴

122. In the compliance filing to Decision 27067-D01-2022, Proceeding 27682, Fortis filed updated T&Cs to clarify entitlement to its street light MIL. Also, Fortis was to include clear direction on the form of agreement required for the street light MIL. In Decision 27682-D01-2023,¹⁰⁵ the Commission found that Fortis did not comply with these directions. Rather than revisiting the issue in another Fortis-specific proceeding, the Commission determined that further consideration of street lighting MILs was warranted and that it would hear issues concerning street lighting MILs on a province-wide basis in the current proceeding.¹⁰⁶

123. In this proceeding, the Municipalities asserted that, as the payers of street lighting electricity rates, they are the customers and therefore the appropriate recipients of street lighting MILs. When a developer enters in to a contractual agreement with a municipality to construct a new development, the agreement is expected to encapsulate mutually agreed upon compensation for the development, irrespective of MILs.¹⁰⁷ Furthermore, it was submitted that the provision of street lighting MILs to developers would result in compensation being unjustly awarded to developers at the expense of municipalities.¹⁰⁸ Once paid to the customer, the distribution utility includes the value of MILs in rate base and recovers it from customers over time through electricity bills. If the MIL goes to the developer, the municipality is then paying a street light electricity rate, including a contribution towards MILs from which it has not benefited, and the developer would benefit by receiving a MIL toward which it would not be making a contribution through rates.

124. The Commission considers the arguments provided by the Municipalities to be persuasive and finds that the municipality in which new street lights are installed and operated is entitled to receive the corresponding MIL. The Commission directs ATCO Electric and Fortis to reflect the entitlement of municipalities to the relevant MIL in their respective T&Cs as part of the compliance filing to Decision 27388-D01-2023.

8 Change to ENMAX's present residential development investment policy

125. ENMAX stated that in accordance with its approved customer T&Cs, it differentiates between standard and non-standard residential developments.¹⁰⁹ Currently, ENMAX only has a dollar per lot MIL for non-standard residential developments. For standard residential developments, ENMAX's T&Cs provide that it invests "the full amount necessary to provide a modified underground residential distribution system," which "includes the cost of an overhead primary voltage main feeder, underground primary voltage service feeders, underground secondary voltage services to individual lots that includes cables, transformers and ducts, the material cost associated with the service coils, as well as project management, engineering and

¹⁰⁴ Decision 27067-D01-2022, PDF pages 8-9, paragraph 23.

¹⁰⁵ Decision 27682-D01-2023: FortisAlberta Inc., Compliance Filing Pursuant to Decision 27067-D01-2022, Proceeding 27682, Application 27682-A002, February 27, 2023.

¹⁰⁶ Decision 27682-D01-2023, PDF pages 7-8, paragraph 29.

¹⁰⁷ Transcript, Volume 1, pages 72-73 (J. Buhler).

¹⁰⁸ Transcript, Volume 1, page 72 (J. Buhler).

¹⁰⁹ Exhibit 27658-X0060, ENMAX evidence, PDF pages 9-10.

administrative costs.”¹¹⁰ Effectively, ENMAX, unlike the other electric distribution utilities, does not have any maximum in place as it relates to standard residential developments.

126. ENMAX provided information on the average cost per lot that is fully funded. Based on its 2023 costs ENMAX’s cost to service a standard residential development was \$3,973 per lot. As noted above, ENMAX only publishes its MIL for non-standard service which, in 2023, was \$2,729 for 100 amp service and \$3,975 for 200 amp service.¹¹¹

127. The Commission finds that fully funding connections runs counter to the intention of MILs and ultimately leads to electricity customers in ENMAX’s service territory paying for costs that are not afforded the same treatment (i.e., socialized through distribution rates) in other service territories.

128. The Commission directs ENMAX to stop fully funding its standard service. Beginning January 1, 2024, ENMAX will be subject to a MIL of \$3,016 for all new residential connections (standard and non-standard service). The Commission finds no meaningful difference between what is installed in ENMAX’s service territory and the service territories of the other three distribution utilities for the purposes of what is reasonable to provide for in the MIL. ENMAX is directed to update its T&Cs accordingly as part of the compliance filing to Decision 27388-D01-2023 that is expected to be filed on November 3, 2023.

9 Order

129. It is hereby ordered that:

- (1) Each of ATCO Electric Ltd., ENMAX Power Corporation, EPCOR Distribution & Transmission Inc. and FortisAlberta Inc. are to reflect all directions and findings of this decision in the compliance filing to Decision 27388-D01-2023, due November 3, 2023.

¹¹⁰ Exhibit 27658-X0050, Residential investment levels, PDF page 1.

¹¹¹ Exhibit 27658-X0050, Residential investment levels, PDF page 1.

Dated on October 18, 2023.

Alberta Utilities Commission

(original signed by)

Carolyn Dahl Rees
Chair

(original signed by)

Kristi Sebalj
Vice-Chair

Appendix 1 – Proceeding participants

Name of organization (abbreviation) Company name of counsel or representative
Alberta Federation of Rural Electrification Associations (AFREA) Russ Bell & Associates Inc. Shores Jardine LLP
Alberta Municipalities MLT Aikins LLP
Anthem Properties
ATCO Electric Ltd. Bennett Jones LLP
Building Industry and Land Development Association Alberta
City of Airdrie MLT Aikins LLP
ENMAX Power Corporation (ENMAX)
EPCOR Distribution & Transmission Inc. (EPCOR) Borden Ladner Gervais LLP
FortisAlberta Inc. (Fortis) Fasken Martineau DuMoulin LLP
Melcor Developments Ltd. (Melcor) Reynolds, Mirth, Richards & Farmer LLP
Office of the Utilities Consumer Advocate (UCA) Brownlee LLP
The City of Calgary (Calgary) McLennan Ross Barristers & Solicitors

Alberta Utilities Commission

Commission panel

C. Dahl Rees, Chair

K. Sebalj, Vice-Chair

Commission staff

P. Schembri (Commission counsel)

P. Khan (Commission counsel)

B. Edwards

S. Abdul-Razak

R. Cassidy

C. Meulenbroek

K. Surgenor

Appendix 2 – Oral hearing – registered appearances

Name of organization (abbreviation) Name of counsel or representative	Witnesses
Melcor Developments Ltd., in coordination with the Building Industry and Land Development Association Alberta, and Building Industry and Land Development Association Calgary (the Developers)	C.R. McCreary B. Schwanak
Alberta Federation of Rural Electrification Associations (AFREA)	M.J. Redman
Alberta Municipalities	J. Buhler, City of Airdrie
ATCO Electric Ltd.	J. Kennedy
ENMAX Power Corporation (ENMAX)	T. Campbell
EPCOR Distribution & Transmission Inc. (EPCOR)	J. Liteplo
FortisAlberta Inc. (Fortis)	T. Ahmed
Office of the Utilities Consumer Advocate (UCA)	K. Rutherford C. Auch

<p>Alberta Utilities Commission</p> <p>Commission panel C. Dahl Rees, Chair K. Sebalj, Vice-Chair</p> <p>Commission staff P. Khan (Commission counsel) P. Schembri (Commission counsel) B. Edwards</p>
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Appendix 3 – Summary of Commission directions

This section is provided for the convenience of readers. In the event of any difference between the directions in this section and those in the main body of the decision, the wording in the main body of the decision shall prevail.

1. The Commission also directs that:
 - ENMAX must discontinue its current practice of fully funding standard new residential developments.
 - To ensure that the funding provided in PBR3 reflects the revised MILs, the four electric distribution utilities are directed to reflect the approved 2024 MIL in their 2024 PBR rate calculations to be filed in the compliance filing to Decision 27388-D01-2023.
 - All four electric distribution utilities shall adjust their terms and conditions of service (T&Cs) to reflect the updated MIL as part of their respective compliance filings to Decision 27388-D01-2023, due November 3, 2023.paragraph 3
2. The Commission directs each of the distribution utilities to update their respective MIL in each of their approved T&Cs as part of the compliance filing to Decision 27388-D01-2023..... paragraph 107
3. The Commission does not find a compelling reason to adopt a different mechanism to escalate MILs than what the Commission has decided should otherwise apply for the PBR term starting in 2024. The I-X mechanism plays an important role in maintaining incentives similar to those found in competitive markets. The Commission finds that the use of construction-specific indexes would unnecessarily complicate the escalation mechanism and unreasonably create a different treatment for MILs than would apply to other amounts of the PBR regime. Therefore, the use of utility related indexes that make up the I factor are more relevant and consistent than construction-related indexes. As such, the Commission directs each distribution utility to annually escalate MILs, during the PBR3 term, in accordance with the I-X mechanism approved in Decision 27388-D01-2023..... paragraph 116
4. The Commission considers the arguments provided by the Municipalities to be persuasive and finds that the municipality in which new street lights are installed and operated is entitled to receive the corresponding MIL. The Commission directs ATCO Electric and Fortis to reflect the entitlement of municipalities to the relevant MIL in their respective T&Cs as part of the compliance filing to Decision 27388-D01-2023..... paragraph 124
5. The Commission directs ENMAX to stop fully funding its standard service. Beginning January 1, 2024, ENMAX will be subject to a MIL of \$3,016 for all new residential connections (standard and non-standard service). The Commission finds no meaningful difference between what is installed in ENMAX's service territory and the service territories of the other three distribution utilities for the purposes of what is reasonable to provide for in the MIL. ENMAX is directed to update its T&Cs accordingly as part of the compliance filing to Decision 27388 D01 2023 that is expected to be filed on November 3, 2023..... paragraph 128

Appendix 4 – 10 guiding principles, as identified by Fortis in its 2010/2011 distribution tariff application and established in Decision 2010-309

[\(return to text\)](#)

1. MILs should be set to achieve a reasonable balance of what an individual customer pays upfront through a customer contribution versus what all customers in a particular rate class pay through ongoing rates.
2. MILs should provide economic discipline and price signals to new customers as they are connected to the interconnected transmission and distribution system, and these levels should be aligned with encouraging the best long term economic and technical solution to meet standard service requirements.
3. The maximum amounts that the company invests in a new extension on behalf of all customers should consider the expected longevity or any other risks associated with the new service.
4. The current cost to connect new customers is the appropriate starting point for establishing MILs.
5. Setting of MILs needs to respect each utility's standards of service, while recognizing that these standards and the associated costs will change over time.
6. Changes to MILs should balance the need to attain the target MILs over a reasonable timeframe, while ensuring there is not undue upward pressure on tariff rates.
7. Adjustments to MILs should consider minimizing intergenerational inequity and cross-subsidy, whereby the portion of the cost of an extension that the company invests in should be in similar proportion with previously established investment levels. Both new and existing customers should be treated similarly to the extent possible and should see a similar price signal when the system is or was extended to provide service.
8. To the extent practical, the structure of MILs (ex. fixed dollar amount, or \$/unit) should generally align with cost causation and the rate structure which is applied to the customer.
9. MILs should be simple to administer and applied in a consistent and transparent manner.
10. Utilities should take into consideration the approaches of neighbouring utilities when developing MILs. In a reasonable timeframe, individual company's MILs should move towards an AUC-adopted, common approach to setting investment levels for Alberta utilities.

Request for Decision

Christmas Schedule

November 14, 2023



RECOMMENDATION

That Council approve the closure of town facilities from December 25-29 inclusive.

LEGISLATIVE AUTHORITY

Alberta Labour Standards

Personnel Policy: ARTICLE 22 - HOLIDAYS AND VACATIONS

1. All regular employees shall be paid their normal rate of pay for the Holidays listed below:

New Year's Day (Stat)	Labour Day (Stat)
Family Day (Stat)	Thanksgiving Day (Stat)
Good Friday (Stat)	Remembrance Day (Stat)
Easter Monday (Stat)	Christmas Day (Stat)
Victoria Day (Stat)	Boxing Day
Canada Day (Stat)	Christmas floater day
August Civic Holiday	

2. An employee will be eligible for holiday pay according to the *Employment Standard Code*.
3. Where a Holiday falls during an employee's designated vacation period, an extra day with pay will be granted to be taken in conjunction with the vacation period.

BACKGROUND

At the October council meeting, Council resolved to provide town staff with holidays for the week of December 25 - 29, and to work January 1, 2024.

December 25 and 26 - General Holiday

December 27 - Floater Day

December 28 - Vacation Day

December 29 - Council decision for day off with pay

According to Alberta Employment Standards, if an employee works on New Year's Day, the employee is entitled to general holiday pay of an amount that is equal to at least their average daily wage, and at least 1.5 times their wage rate for each hour worked on that day.

Administration has discussed this with staff, and all agree to work Friday, December 29 in order to have January 1, 2024, off, should Council resolve to not provide the 29th as a day off.

RISK/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

The total amount of wages for a regular days of work wages is \$1,553.02.

The total amount of wages at double time and a half for January 1, 2024, is \$3,882.55.

ATTACHMENTS - None

Request for Decision

Erle Rivers School Discussion

November 14, 2023



RECOMMENDATION

That the discussion on Erle Rivers School be accepted as information.

LEGISLATIVE AUTHORITY

BACKGROUND

Following the last Council meeting in October, Mayor Liebelt and CAO Lloyd met with Mr. McCoy to further discuss his proposal that was presented to Council in August 2024.

This item is on the agenda for discussion.

RISK/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

None

Request for Decision

Emergency Management Appointment

November 14, 2023



RECOMMENDATION

That Council rescind the appointment of Amanda Flaws as Director of Emergency Management (DEM), and further, Council appoint Nicole Paul as the Director of Emergency Management (DEM) for the Town of Milk River.

LEGISLATIVE AUTHORITY

Emergency Management Act

BACKGROUND

Following up from the Municipal Accountability Program, it was identified that a Director of Emergency Management should be appointed by Council.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

None

Request for Decision

Housing Needs Assessment

November 14, 2023



RECOMMENDATION

That the item of a housing needs assessment be added to the 2024 budget deliberations.

LEGISLATIVE AUTHORITY

BACKGROUND

The Oldman River Regional Services Commission is offering a service conducting assessments for communities.

The assessment measures housing need within a municipality and will include an executive summary with key recommendations, a summary of municipal housing trends, demographic and housing profiles (using data from the 2021 federal census), an analysis of housing supply and demand, and future projections. The final deliverable is the completed report both in physical and digital format.

The timeline from commencement until completion of the first draft for review is approximately 60 days.

RISK/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

2024 Budget - \$1,500

ATTACHMENTS

None

Request for Decision

FortisAlberta Franchise Fees

November 14, 2023



RECOMMENDATION

That Council rescind motion 2023-254.

LEGISLATIVE AUTHORITY

Franchise Fee Agreement

BACKGROUND

Pursuant to our franchise agreement, the Town of Milk River has the option to change the franchise fee percentage in 2024. A request to change the franchise fee must be received by FortisAlberta in writing no later than November 1, 2023. It must also be advertised for two weeks.

At the October council meeting, Council resolved to increase the franchise fees to 14%. Below depicts the change in revenue, as well as what would be charged to the consumer as a franchise fee.

	2024 FF Revenue Estimated	residential current franchise fee	estimated proposed franchise fee
12%	\$ 101,394.00	\$ 8.54	\$ 9.11
13%	\$ 109,844.00	\$ 8.54	\$ 9.87
14%	\$ 118,293.00	\$ 8.54	\$ 10.62
15%	\$ 126,743.00	\$ 8.54	\$ 11.38
16%	\$ 135,192.00	\$ 8.54	\$ 12.14
17%	\$ 143,642.00	\$ 8.54	\$ 12.90
18%	\$ 152,091.00	\$ 8.54	\$ 13.66
19%	\$ 160,541.00	\$ 8.54	\$ 14.42
20%	\$ 168,990.00	\$ 8.54	\$ 15.18

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in this report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

None

Request for Decision

Rural Mental Health Project

November 14, 2023



RECOMMENDATION

That the Town of Milk River be noted as the backbone organization in order to obtain a Rural Mental Health Project Community grant to support Katarzyna Meijers' work as an Animator in developing mental health and wellbeing projects in the Town of Milk River.

BACKGROUND

In May of 2023, Katarzyna Meijers addressed Council to request the Town of Milk Rivers participation in the Rural Mental Health Project. At that time, council requested further information.

Communities can resolve to be the backbone organization and by doing so, can obtain an animator grant that can be passed on to the animator. Any further obligation to the animator is at Council's discretion.

The Rural Mental Health Network connects community Animators, action teams, and other stakeholders across Alberta. Together, communities can learn and share, while drawing on collective experience to identify existing capacity, systemic issues and common themes in the rural mental health and community wellness landscape. There is a clear need for communities across the province to collaborate on solution-focused promising practices related to rural mental health and wellness, as well as identifying local priorities and potential collective approaches. Working together, communities can create new or better pathways to access existing corridors of care, facilitate shared learning, problem-solving and emerging practice.

Through the Community Grants, the Rural Mental Health Project works to:

- Support Animators in their ongoing work to identify local priorities, develop action plans, and implement community-based mental health promotion strategies, with an emphasis on involving diverse voices in the planning and decision-making;
- Expand and strengthen the Rural Mental Health Network by connecting Animators, community members, communities, and other partners to leverage their unique strengths and assets;
- Promote equitable access to resources and funding in rural and remote communities, with an emphasis on capacity building; and
- Reinforce the [Rural Mental Health Project's Guiding Principles](#).

RISK/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS - None

ATTACHMENTS - None

Request for Decision

Riverside Community Golf Society Agreements

November 14, 2023



RECOMMENDATION

That Council accept the report on the Riverside Community Golf Society Agreements as information.

LEGISLATIVE AUTHORITY

BACKGROUND

Administration met with the President of the Golf Society on September 20 to discuss items regarding the lease and campground management agreements. Following the meeting, the points below were provided, along with the mentioned agreements.

- The Town purchased the golf course and assets effectively January 1, 2006, from Mr. Herbst.
- The Town then leased the golf course to the current Society from January 1, 2006, to December 2015 with an annual lease payment of \$47,500 that effectively covered the **town's purchase payments from Mr. Herbst.**
- On January 1, 2014, a revised lease agreement was executed with the golf society. The lease payment was reduced to \$25,000.
- On September 15, 2017, an amendment to the 2014 lease agreement - commences January 1, 2018 - December 31, 2023. Lease payments of \$25,000.
- The full amount of \$475,000 purchase of the golf course has been completed.
- In 2021 an arrangement was made with the society related to a cost sharing agreement, that has not been formally put into an agreement and should be a part of the overall discussion.

This is on the agenda for Council's information and potential future changes to discuss with the Golf Society. Both agreements will end on December 31, 2023.

RISK/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

None

MILK RIVER GOLF COURSE LAND LEASE AGREEMENT

THIS LEASE entered into on the 16th day of January, 2006

BETWEEN:

The Town of Milk River
Box 270
Milk River, AB
T0K 1M0
(hereinafter referred to as "Lessor")

- and -

Riverside Community Golf Society
PO Box 298
Milk River, AB
T0K 1M0
(hereinafter referred to as "Lessee")

WHEREAS the Lessor is the registered owner of those Properties legally described as:

Portion of the southeast quarter of section twenty eight (28), township two (2), range sixteen (16), west of the fourth meridian, more specifically described on Alberta Land Title Certificate No. 175E117, excepting thereout all mines and minerals (hereinafter described as the "Property");

AND WHEREAS the Lessee is desirous of leasing said Property, containing approximately 38.95 acres, according to the terms and conditions hereinafter set forth;

NOW THIS INDENTURE WITNESSETH that in consideration of the promises and covenants herein contained, the parties agree together that the term and consideration of this lease shall be as follows:

1. The Lessor hereby leases to the Lessee the Property for a term of ten (10) years, commencing the 1st day of January, 2006 and to be fully completed on the 31st day of December, 2015.
2. Yielding and paying therefor unto the Lessor in lawful money of Canada without deduction, set-off or abatement during the Lease Term the Annual Rents as follows (not including GST):
 - One Dollar and No Cents (\$1.00) for each year during the term of this lease
 - The Lessee shall also remit the sum of \$47,500 to the Lessor each year during the term of this lease until December 31, 2008, at which time the Lessee shall remit the sum of \$47,500 plus annual interest of prime -1%. Payments shall continue with the same interest rate for each remaining year of the term. The Lessee shall have the option of making extra payments each year, which shall reduce the amount outstanding from the \$475,000 total owing over the term (not including applicable interest amounts).

These rents shall be payable at the Milk River Town Office no later than the 31st day of December, 2006 and continuing on the 31st day of December each and every year thereafter, up to and including the 31st Day of December, 2015.

3. The Lessee shall pay to the Lessor during the term hereof (unless otherwise provided), any and all sales taxes associated with the rents hereby payable, including but not limited to the Goods and Services Tax payable pursuant to the Excise Tax Act (Canada), as additional rent.

4. **The Lessee hereby covenants and agrees with the Lessor as follows:**

- a) To pay the rents hereby reserved on the days and in the manner aforesaid;
- b) To carry on business during the term of this Lease, and to carry on business each year during the typical golf season;
- c) To hold full responsibility for, and to pay promptly all utility and similar expenses;
- d) To use the Property only for the purposes of a golf course, bowling alley and other related uses during the full term of the lease;
- e) To maintain and keep the Property in a proper manner, at a minimum consistent with other golf courses of similar size and use, and to not impoverish or waste the same. To also maintain and keep the Property in good and substantial repair and condition at all times during the term hereof, and at the expiration or termination of this Lease deliver up the same in such state of repair. The Lessor may enter and view the state of the repair and the Lessee will repair according to notice by the Lessor in writing and in the event the Lessee refuses to repair the same after being so notified, the Lessor may enter upon the Property and make such repairs and may recover the cost thereof from the Lessee;
- f) To maintain in full force and effect at all times, and pay all premiums therefor, insurance during the term in the name of the Lessee, and to provide evidence of the same to the Lessor each year, as follows:
 - i) Public liability insurance respecting the Property in that amount by way of policy or policies satisfactory to the Lessor;
 - ii) Property damage insurance covering the Property to the full insurable replacement value thereof with fire and extended peril coverage;
- g) To release and indemnify the Lessor from any and all liabilities, damages, costs, claims, suits or actions arising out of:
 - i) Any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained, on the part of the Lessee to be fulfilled, kept, observed and performed;

- ii) Any injury to the person or persons, including a death resulting at any time therefrom, occurring in or about the Property and/or the roads or sidewalks adjacent to the same;
- h) Not to convert the Property into a Private Golf Course unless access is provided to the public, and more specifically that the Lessee will keep the Property fully accessible to the public and charge the public no more than a reasonable rate for the use of the Property for those purposes;
- i) Not to do, or permit, or suffer to be done upon the Property or relating to the use thereof, anything which in the opinion of the Lessor may be a nuisance or annoyance to others, and to comply with all laws, by-laws, and regulations of the Town of Milk River, the Province of Alberta or other governmental authority;
- j) Not to permit objectionable material to accumulate in or about the Property, and to keep the Property in a clean condition during the term of the within Lease;
- k) Not to cut down timber upon the Property without prior written consent of the Lessor, and to make all earnest effort to rid the demised Lands of Canada Thistle, French Weed, Russian Thistle, Tumble Weed, Wild Mustard and all other noxious weeds.
- l) Not to in any way impede the natural flow of water across the Property such that flooding may be caused on any lands, and to not hold the Lessor responsible in any way for the flooding of the Property that may be caused by run-off from other Lands owned by the Lessor;
- m) Not to make any major structural alterations, installations, improvements or additions in, upon or to the Clubhouse without the prior written consent of the Lessor, which consent shall not be unreasonably or arbitrarily withheld. Minor improvements and such shall be permitted on the entire property at the Lessee's discretion. The cost of installation and repair for all alterations, installations, improvements or additions to the entire Property shall be at the sole cost, risk and expense of the Lessee. The Lessee will not injure or damage the Property or any part thereof in any manner whatsoever;
- n) Not to assign or sub-let the Property as a whole. The Lessee shall be permitted to assign or sub-let the Clubhouse at the Lessee's discretion, provided however that any such assignment or sub-letting shall not release the Lessee from its obligation under the terms of this lease;
- o) Not to encumber in any way the Property, or permit a lien of any nature or description to be filled by any workman, sub-contractor, supplier of material or any other person against the Property owned by the Lessor

5. **The Lessor hereby covenants and agrees with the Lessee as follows:**

- a) That if the Lessee pays the rents hereby reserved and performs the terms, conditions and covenants on its part herein contained, then it shall peacefully possess and enjoy the Property for the term herein granted without any interruption or disturbance from the Lessor or any person or persons lawfully claiming by, from or under the Lessor;
- b) That the Lessee shall have freedom in managing the affairs of the Golf Course and associated operations;
- c) To Provide the Lessee, provided that the Lessee shall not be in default of any of the terms hereof, with a right to renew this Lease for a further term of ten (10) years on the same terms herein contained, except as to the annual rent which shall be renegotiated. The Lessee's option to renew shall be exercised in writing to the Lessor not later than ninety (90) days prior to the expiry of this lease. Should the Lessor and Lessee fail to renegotiate a new rent before the expiry of the 90 day term, this lease shall become null and void.
- d) That the Lessee is free to apply for any liquor, food or entertainment licenses required, and is entitled to any and all revenue derived thereby as well as being responsible for any expenses and / or losses suffered;
- e) That the Lessee may set up any course membership system required, provided that there is no discrimination in accepting members or in the rates thereby charged;

6.

The Lessor and Lessee mutually covenant and agree as follows:

- a) It is further agreed that in the event that the property of the Lessee are burned or damaged by fire, wind or any other natural cause during the term of this Lease, that the Lessee shall have the period of ninety (90) days within which to commence rebuilding or removal of debris. After this period the Lessor shall have the right to remove the damaged properties and to charge the Lessee the costs of such removal, the sum to be due and payable as part of the rent conditions of this lease;
- b) To observe all easements and rights-of-way attached to and running with the Property;
- c) That if the rents hereby reserved be unpaid at any time for more than thirty (30) days after becoming payable, whether formally demanded or not, and / or if any other covenants of this lease on the Lessee's part shall not be performed or observed, the Lessor may, at its sole option, terminate this Lease and all rights and interests in favour of the Lessee shall thereupon cease. The Lessor may then re-enter into and upon the Property and to have again, repossess and enjoy the same as of its former estate, anything herein to the contrary notwithstanding. In the case of such cancellation and re-entry, any right of action of the Lessor against the Lessee in respect of any antecedent breach of any of the covenants shall not be hereby prejudiced.

- d) That should the Lessee wind up its affairs, or cease to be properly and duly registered as a society in the Province of Alberta, or be placed in a receivership, or go bankrupt, then this lease shall forthwith be terminated by the Lessor, and all rights and interests in favour of the Lessee shall thereupon cease;
- e) That all alterations, additions, improvements and fixtures made or installed by the Lessee (excepting moveable equipment) shall become the property of the Lessor;
- f) That the Lessee shall have the right, upon expiration of this lease, to request the Lessor to renegotiate another lease;
- g) That the Lessor shall have the right to enter upon the Property at any and all reasonable times to inspect the same or to show to prospective purchasers, encumbrances, Lessees, or assigns and the Lessor shall also have the right to place upon the Property the usual types of notice to effect that the Property are for rent or sale, which notices shall not be removed or obstructed by the Lessee;
- h) That the waiver by the Lessor of any default by the Lessee under any term of this Lease shall not be deemed to be as a waiver of any such term, unless said default has been accepted by the Lessor in writing. The receipt by the Lessor of rent with knowledge of any default shall not be deemed a waiver of such default;
- i) That any holding of the Lessee, with the consent of the Lessor, after the expiration or termination of this Lease shall create a tenancy from month to month only and not from year to year, and such monthly tenancy shall be subject to the covenants, conditions restrictions and stipulations herein contained as far as applicable to a monthly tenancy. That if the Lessee shall fail to perform, or cause to be performed, each and every of the covenants and obligations of the Lessee in this Lease contained, the Lessor shall have the right, but not be obligated, to perform or cause the same to be performed or to do or cause to be done such things as may be necessary or incidental thereto, and all payments, expenses, charges, fees and disbursements incurred or paid by or on behalf of the Lessor in respect thereof shall be paid by the Lessee to the Lessor forthwith as additional rent;
- j) That the Lessor reserves the right to make various and sundry repairs or improvements, at its discretion, from time to time to the Property and for the protection or enhancement of the Property; provided that the said repairs or improvements will be at the Lessor's expense, and that such repairs or improvements will be made so as not cause unnecessary inconvenience or disruption to the Lessee's day to day operations or use of the Property.

7. Wherever the singular and masculine are used throughout this indenture, the same shall be construed as meaning the plural or feminine where the context of the parties hereto so require;

8. All of the covenants herein contained shall be deemed to have been made by the successors and permitted assigns of each of the parties hereto.
9. Any notice to be made under this Agreement shall be deemed given to the other party if in writing and personally delivered, sent by prepaid registered mail, or sent by facsimile transmission, addressed as follows:

For the Lessor:

For the Lessee:

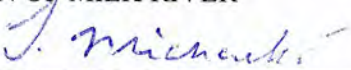
Town of Milk River
Chief Administrative Officer
PO Box 270
Milk River, Alberta
T0K 1M0

Riverside Community Golf Society
Chairperson
PO Box 298
Milk River, Alberta
T0K 1M0

The address of either party may be altered by notice in writing to the other party. Notice personally served or sent by facsimile transmission shall be deemed received when actually delivered or transmitted, if delivery or transmission is on a business day between 8:30 a.m. – 4:45 p.m. Alberta time. All notices sent by prepaid registered mail shall be deemed to be received on the fourth business day following the mailing in any Post Office in Canada, except in the case of Postal disruption, then any notice or payment shall be given by telegram, facsimile transmission or personally served. In this paragraph, “business day” means any day except a Saturday, Sunday, or a statutory holiday.

IN WITNESS WHEREOF the Lessor and Lessee have hereunto affixed their hands and, where applicable their corporate seals attested to by the signatures of its duly qualified officers to be effective as of the day and year first above written.

LESSOR: TOWN OF MILK RIVER



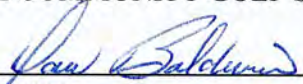
Mayor – Terry Michaelis

SEAL



C.A.O. – Travis Peter

LESSEE: RIVERSIDE COMMUNITY GOLF SOCIETY



Chairperson



Witness

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, BARRY THIELEN
of the TOWN of MILK RIVER
in the Province of Alberta, make oath and say:

1. THAT I was personally present and did see DALE BALDWIN named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein;
2. THAT the same was executed at the TOWN of MILK RIVER in the Province of Alberta and that I am the subscribing witness thereto;
3. THAT I know the said DALE BALDWIN and He is (are) in my belief of the full age of eighteen years.

SWORN before me at

TOWN OF
MILK RIVER

in the Province of Alberta

Barry Thielen
Signature of Witness

this 25 day of JAN 2006

Bill Schamber
SIGNATURE OF COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

BILL SCHAMBER
PRINTED NAME OF COMMISSIONER FOR OATHS

My appointment as Commissioner for Oaths terminates

Jan 2
DATE

MILK RIVER GOLF COURSE LAND LEASE AGREEMENT

THIS LEASE entered into on the 1st day of January, 2014

BETWEEN:

The Town of Milk River
Box 270
Milk River, AB
T0K 1M0
(hereinafter referred to as "Lessor")

- and -

Riverside Community Golf Society
PO Box 298
Milk River, AB
T0K 1M0
(hereinafter referred to as "Lessee")

WHEREAS the Lessor is the registered owner of those Properties legally described as:

Portion of the southeast quarter of section twenty eight (28), township two (2), range sixteen (16), west of the fourth meridian, more specifically described on Alberta Land Title Certificate No. 175E117, excepting thereout all mines and minerals (hereinafter described as the "Property");

AND WHEREAS the Lessee is desirous of leasing said Property, containing approximately 38.95 acres, according to the terms and conditions hereinafter set forth;

NOW THIS INDENTURE WITNESSETH that in consideration of the promises and covenants herein contained, the parties agree together that the term and consideration of this lease shall be as follows:

1. The Lessor hereby leases to the Lessee the Property for a term of nine (9) years, commencing the 1st day of January, 2014 and to be fully completed on the 31st day of December, 2022.
2. Yielding and paying therefor unto the Lessor in lawful money of Canada without deduction, set-off or abatement during the Lease Term the Annual Rents as follows (not including GST):
 - One Dollar and No Cents (\$1.00) for each year during the term of this lease
 - The Lessee shall also remit the sum of \$25,000 plus annual interest of prime -1%. Payments shall continue with the same interest rate for each remaining year of the term. The Lessee shall have the option of making extra payments each year, which shall reduce the amount outstanding from the \$221,874 total owing over the term (not including applicable interest amounts).

These rents shall be payable at the Milk River Town Office no later than the 31st day of December, 2014 and continuing on the 31st day of December each and every year thereafter, up to and including the 31st Day of December, 2022.

3. The Lessee shall pay to the Lessor during the term hereof (unless otherwise provided), any and all sales taxes associated with the rents hereby payable, including but not limited to the Goods and Services Tax payable pursuant to the Excise Tax Act (Canada), as additional rent.

4. **The Lessee hereby covenants and agrees with the Lessor as follows:**

- a) To pay the rents hereby reserved on the days and in the manner aforesaid;
- b) To carry on business during the term of this Lease, and to carry on business each year during the typical golf season;
- c) To hold full responsibility for, and to pay promptly all utility and similar expenses;
- d) To use the Property only for the purposes of a golf course, bowling alley and other related uses during the full term of the lease;
- e) To maintain and keep the Property in a proper manner, at a minimum consistent with other golf courses of similar size and use, and to not impoverish or waste the same. To also maintain and keep the Property in good and substantial repair and condition at all times during the term hereof, and at the expiration or termination of this Lease deliver up the same in such state of repair. The Lessor may enter and view the state of the repair and the Lessee will repair according to notice by the Lessor in writing and in the event the Lessee refuses to repair the same after being so notified, the Lessor may enter upon the Property and make such repairs and may recover the cost thereof from the Lessee;
- f) To maintain in full force and effect at all times, and pay all premiums therefor, insurance during the term in the name of the Lessee, and to provide evidence of the same to the Lessor each year, as follows:
 - i) Public liability insurance respecting the Property in that amount by way of policy or policies satisfactory to the Lessor;
 - ii) Property damage insurance covering the Property to the full insurable replacement value thereof with fire and extended peril coverage;
- g) To release and indemnify the Lessor from any and all liabilities, damages, costs, claims, suits or actions arising out of:
 - i) Any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained, on the part of the Lessee to be fulfilled, kept, observed and performed;
 - ii) Any injury to the person or persons, including a death resulting at any time therefrom, occurring in or about the

Property and/or the roads or sidewalks adjacent to the same;

- h) Not to convert the Property into a Private Golf Course unless access is provided to the public, and more specifically that the Lessee will keep the Property fully accessible to the public and charge the public no more than a reasonable rate for the use of the Property for those purposes;
- i) Not to do, or permit, or suffer to be done upon the Property or relating to the use thereof, anything which in the opinion of the Lessor may be a nuisance or annoyance to others, and to comply with all laws, by-laws, and regulations of the Town of Milk River, the Province of Alberta or other governmental authority;
- j) Not to permit objectionable material to accumulate in or about the Property, and to keep the Property in a clean condition during the term of the within Lease;
- k) Not to cut down timber upon the Property without prior written consent of the Lessor, and to make all earnest effort to rid the demised Lands of Canada Thistle, French Weed, Russian Thistle, Tumble Weed, Wild Mustard and all other noxious weeds.
- l) Not to in any way impede the natural flow of water across the Property such that flooding may be caused on any lands, and to not hold the Lessor responsible in any way for the flooding of the Property that may be caused by run-off from other Lands owned by the Lessor;
- m) Not to make any major structural alterations, installations, improvements or additions in, upon or to the Clubhouse without the prior written consent of the Lessor, which consent shall not be unreasonably or arbitrarily withheld. Minor improvements and such shall be permitted on the entire property at the Lessee's discretion. The cost of installation and repair for all alterations, installations, improvements or additions to the entire Property shall be at the sole cost, risk and expense of the Lessee. The Lessee will not injure or damage the Property or any part thereof in any manner whatsoever;
- n) Not to assign or sub-let the Property as a whole. The Lessee shall be permitted to assign or sub-let the Clubhouse at the Lessee's discretion, provided however that any such assignment or sub-letting shall not release the Lessee from its obligation under the terms of this lease;
- o) Not to encumber in any way the Property, or permit a lien of any nature or description to be filled by any workman, sub-contractor, supplier of material or any other person against the Property owned by the Lessor

5. **The Lessor hereby covenants and agrees with the Lessee as follows:**

- a) That if the Lessee pays the rents hereby reserved and performs the terms, conditions and covenants on its part herein contained, then it shall

peacefully possess and enjoy the Property for the term herein granted without any interruption or disturbance from the Lessor or any person or persons lawfully claiming by, from or under the Lessor;

- b) That the Lessee shall have freedom in managing the affairs of the Golf Course and associated operations;
- c) To Provide the Lessee, provided that the Lessee shall not be in default of any of the terms hereof, with a right to renew this Lease for a further term of ten (10) years on the same terms herein contained, except as to the annual rent which shall be renegotiated. The Lessee's option to renew shall be exercised in writing to the Lessor not later than ninety (90) days prior to the expiry of this lease. Should the Lessor and Lessee fail to renegotiate a new rent before the expiry of the 90 day term, this lease shall become null and void.
- d) That the Lessee is free to apply for any liquor, food or entertainment licenses required, and is entitled to any and all revenue derived thereby as well as being responsible for any expenses and / or losses suffered;
- e) That the Lessee may set up any course membership system required, provided that there is no discrimination in accepting members or in the rates thereby charged;

6.

The Lessor and Lessee mutually covenant and agree as follows:

- a) It is further agreed that in the event that the property of the Lessee are burned or damaged by fire, wind or any other natural cause during the term of this Lease, that the Lessee shall have the period of ninety (90) days within which to commence rebuilding or removal of debris. After this period the Lessor shall have the right to remove the damaged properties and to charge the Lessee the costs of such removal, the sum to be due and payable as part of the rent conditions of this lease;
- b) To observe all easements and rights-of-way attached to and running with the Property;
- c) That if the rents hereby reserved be unpaid at any time for more than thirty (30) days after becoming payable, whether formally demanded or not, and / or if any other covenants of this lease on the Lessee's part shall not be performed or observed, the Lessor may, at its sole option, terminate this Lease and all rights and interests in favour of the Lessee shall thereupon cease. The Lessor may then re-enter into and upon the Property and to have again, repossess and enjoy the same as of its former estate, anything herein to the contrary notwithstanding. In the case of such cancellation and re-entry, any right of action of the Lessor against the Lessee in respect of any antecedent breach of any of the covenants shall not be hereby prejudiced.
- d) That should the Lessee wind up its affairs, or cease to be properly and duly registered as a society in the Province of Alberta, or be placed in a

receivership, or go bankrupt, then this lease shall forthwith be terminated by the Lessor, and all rights and interests in favour of the Lessee shall thereupon cease;

- e) That all alterations, additions, improvements and fixtures made or installed by the Lessee (excepting moveable equipment) shall become the property of the Lessor;
- f) That the Lessee shall have the right, upon expiration of this lease, to request the Lessor to renegotiate another lease;
- g) That the Lessor shall have the right to enter upon the Property at any and all reasonable times to inspect the same or to show to prospective purchasers, encumbrances, Lessees, or assigns and the Lessor shall also have the right to place upon the Property the usual types of notice to effect that the Property are for rent or sale, which notices shall not be removed or obstructed by the Lessee;
- h) That the waiver by the Lessor of any default by the Lessee under any term of this Lease shall not be deemed to be as a waiver of any such term, unless said default has been accepted by the Lessor in writing. The receipt by the Lessor of rent with knowledge of any default shall not be deemed a waiver of such default;
- i) That any holding of the Lessee, with the consent of the Lessor, after the expiration or termination of this Lease shall create a tenancy from month to month only and not from year to year, and such monthly tenancy shall be subject to the covenants, conditions restrictions and stipulations herein contained as far as applicable to a monthly tenancy. That if the Lessee shall fail to perform, or cause to be performed, each and every of the covenants and obligations of the Lessee in this Lease contained, the Lessor shall have the right, but not be obligated, to perform or cause the same to be performed or to do or cause to be done such things as may be necessary or incidental thereto, and all payments, expenses, charges, fees and disbursements incurred or paid by or on behalf of the Lessor in respect thereof shall be paid by the Lessee to the Lessor forthwith as additional rent;
- j) That the Lessor reserves the right to make various and sundry repairs or improvements, at its discretion, from time to time to the Property and for the protection or enhancement of the Property; provided that the said repairs or improvements will be at the Lessor's expense, and that such repairs or improvements will be made so as not cause unnecessary inconvenience or disruption to the Lessee's day to day operations or use of the Property.

7.

Wherever the singular and masculine are used throughout this indenture, the same shall be construed as meaning the plural or feminine where the context of the parties hereto so require;

8. All of the covenants herein contained shall be deemed to have been made by the successors and permitted assigns of each of the parties hereto.
9. Any notice to be made under this Agreement shall be deemed given to the other party if in writing and personally delivered, sent by prepaid registered mail, or sent by facsimile transmission, addressed as follows:

For the Lessor:

Town of Milk River
Chief Administrative Officer
PO Box 270
Milk River, Alberta
T0K 1M0

For the Lessee:

Riverside Community Golf Society
Chairperson
PO Box 298
Milk River, Alberta
T0K 1M0

The address of either party may be altered by notice in writing to the other party. Notice personally served or sent by facsimile transmission shall be deemed received when actually delivered or transmitted, if delivery or transmission is on a business day between 8:30 a.m. – 4:45 p.m. Alberta time. All notices sent by prepaid registered mail shall be deemed to be received on the fourth business day following the mailing in any Post Office in Canada, except in the case of Postal disruption, then any notice or payment shall be given by telegram, facsimile transmission or personally served. In this paragraph, “business day” means any day except a Saturday, Sunday, or a statutory holiday.

IN WITNESS WHEREOF the Lessor and Lessee have hereunto affixed their hands and, where applicable their corporate seals attested to by the signatures of its duly qualified officers to be effective as of the day and year first above written.

LESSOR: TOWN OF MILK RIVER


Mayor – David Hawco

SEAL


C.A.O. – Mario Berthiaume

LESSEE: RIVERSIDE COMMUNITY GOLF SOCIETY


Chairperson

Witness

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

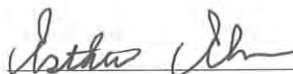
I, ESTHER ELMAN
of the TOWN of MILK RIVER
in the Province of Alberta, make oath and say:

1. THAT I was personally present and did see RIK TOUCLETTE named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein;
2. THAT the same was executed at the _____ of _____ in the Province of Alberta and that I am the subscribing witness thereto;
3. THAT I know the said _____ and _____ is (are) in my belief of the full age of eighteen years.

SWORN before me at

TOWN OF MILK RIVER

in the Province of Alberta



Signature of Witness

this 3 day of APRIL 2014



SIGNATURE OF COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

MARIO BERTHIAUME
PRINTED NAME OF COMMISSIONER FOR OATHS

My appointment as Commissioner for Oaths terminates Nov 14, 2015
DATE

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

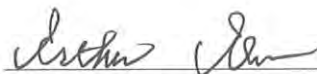
I, ESTHER ELMAN
of the TOWN of MILK RIVER
in the Province of Alberta, make oath and say:

1. THAT I was personally present and did see ROBERT KOHL named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein;
2. THAT the same was executed at the _____ of _____ in the Province of Alberta and that I am the subscribing witness thereto;
3. THAT I know the said _____ and _____ is (are) in my belief of the full age of eighteen years.

SWORN before me at

TOWN OF MILK RIVER

in the Province of Alberta



Signature of Witness

this 3 day of APRIL 2014



SIGNATURE OF COMMISSIONER FOR OATHS
IN AND FOR THE PROVINCE OF ALBERTA

MARIO BERTHAUME
PRINTED NAME OF COMMISSIONER FOR OATHS

My appointment as Commissioner for Oaths terminates Nov. 14, 2015
DATE

THIS AGREEMENT MADE THIS 27th DAY OF January AD, 2021.

BETWEEN:

THE TOWN OF MILK RIVER
A Municipality in the Province of Alberta
(hereinafter referred to as the "Town")

AND:

RIVERSIDE COMMUNITY GOLF SOCIETY
An Individual in the Province of Alberta
(hereinafter collectively referred to as the "Contractor")

MANAGEMENT AGREEMENT

WHEREAS the Town owns the Lands and Business as outlined in Schedule "A" as attached to this agreement;

AND WHEREAS the Contractor has experience and expertise in the management and operation of the Business;

AND WHEREAS the Town wishes to engage the services of an independent contractor to provide operational and management services;

AND WHEREAS the Town and the Contractor have reached agreement with respect to the terms and conditions under which the Contractor will manage and operate the Business;

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

1. **DEFINITIONS**

- 1.1 "Agreement" means this Agreement together with any amendments hereto or extensions hereof, provided that such amendments or extensions are in writing and signed by each of the parties;
- 1.2 "Business" means the management and operation of the campground located on the Lands;
- 1.3 "Lands" means all of those lands described in Schedule "A" as more particularly outlined in red in Schedule "B";
- 1.4 "Gross Revenue" means the total of the charges for all services provided, arising out of the operations of the Business, including, but not limited to:
 - (a) All rental fees from campground sites and any other rentals, of equipment or facilities, whether for cash or credit or otherwise;
 - (b) All other receipts whatsoever from all business conducted on or from the Lands, including amounts received for equipment rental and all deposits not refunded to a purchaser;

In the determination of Gross Revenue, each sale upon credit, whether by installment payment or otherwise, shall be treated as a sale for the full sale price at the time such sale is made no matter when payment, whether full or partial, shall be received and no deductions shall be made for uncollected accounts.

2. APPOINTMENT

The Town hereby appoints the Contractor, and the Contractor hereby accepts such appointment to perform all those activities reasonably necessary and incidental to the operation and management of the Business including but not limited to the activities set forth in Schedule "C" hereto (the "Services").

3. TERM OF AGREEMENT

This Agreement shall become effective on **January 1, 2021** and shall remain in effect up to and including **December 31, 2022** (the "Term") unless earlier terminated as set forth herein.

Upon mutual consent of the Town and the Contractor, this agreement may be extended for one (1) additional term equal to a maximum of three (3) years.

4. CONSIDERATION

The Contractor shall pay to the Town an amount equal **25%** of the Gross Revenue from the 8 Flags Campground for each month of the Term. Such payment is to be received by the Town no later than ten (10) days immediately following the last day of the immediately preceding calendar month. Other considerations are outlined in Schedule "D".

5. TAXES AND DEDUCTIONS

The Contractor shall be responsible for the payment of all income tax, G.S.T., Canada Pension, Employment Insurance and all other required payments, contributions or deductions including, but not limited to, any assessments levied pursuant to the *Workers' Compensation Act* that arise or may hereafter arise with respect to the activities of the Contractor.

6. FEES AND LICENCES

The Contractor shall be responsible for all fees, licenses, permits, filings, and all other costs incidental to the performance of the Contractor's obligations under this Agreement.

7. COMPLIANCE WITH LAW

The Contractor shall at all times carry out its obligations pursuant to this Agreement in compliance with all statutes, regulations and by-laws passed by any authority having jurisdiction.

8. OBLIGATIONS OF TOWN

During the Term of this Agreement, the Town shall be responsible for all costs incurred for the supply of water, sewer service, garbage pickup, electrical service and toilet paper

to the Business. The Town will provide mowing along the edge of the golf course and will also be responsible for the clean out of the waste dumping area. The Contractor will not charge tenants for the dumping of waste.

9. RIGHT OF THE CONTRACTOR TO ACCEPT CONCURRENT RETAINERS

The Contractor may accept concurrent retainers from other parties during the Term provided that they do not interfere, in the opinion of the Town acting reasonably, with the proper delivery of the Services.

10. RELATIONSHIP BETWEEN PARTIES

Nothing contained herein shall be construed to create the relationship of employer and employee between the Town and the Contractor nor, except as otherwise expressly stated in writing by the Town, shall the Contractor be constituted as the agent, partner, servant, joint venture or legal representative of the Town for any purposes whatsoever.

11. NO AUTHORITY

Except as otherwise expressly stated in writing by the Town, the Contractor has no authority beyond that which is set forth herein to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the Town, nor to bind the Town in any manner whatsoever.

12. OWNERSHIP AND CONTROL

All records and financial documents relating to the activities of the contractor pursuant to this Agreement are deemed the property of the Town and shall remain in the sole ownership and control of the Town.

13. SURVIVAL

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination, or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

14. DEFAULT AND TERMINATION

14.1 TERMINATION OF AGREEMENT

This Agreement may be terminated as follows:

- (a) either party may terminate this Agreement by giving a written notice of termination to the other party in which case the Agreement will terminate at the end of the 30th day following receipt of the notice of termination by such other party;
- (b) this agreement will terminate immediately upon the occurrence of any one of the following events:
 - (i) Bankruptcy or dissolution
 - (ii) Occurrence of any theft or fraudulent act by the contractor

14.2 EFFECT OF TERMINATION

Upon termination of this Agreement, the contractor shall cease to have any further authority derived from this Agreement in respect of the Business. Within five (5) days following the termination of this Agreement, the contractor shall return all keys for the Business premises and equipment, all financial records and other documentation relating to the Business and any accounts maintained in relation to the Business as specified in Section 13.

17 NOTICE

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b) by facsimile or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Except as herein otherwise provided, Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or three (3) days after the same has been mailed in a prepaid envelope by double registered mail to:

To the Town:

Chief Administrative Officer
240 Main Street
Box 270
Milk River, AB TOK 1M0
Fax: 647-3772

To the Contractor:

Riverside Community Golf Society
208-1ST AVE. S.E.
Box 298
Milk River, AB T0K 1M0

or to such other address as each party may from time to time direct in writing.

16. HEADINGS

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

17. ASSIGNMENT

This Agreement, or any rights arising out of this Agreement may be assigned by the Contractor without the prior written consent of the Town, provided that the assignee is properly authorized to carry out such activities pursuant to this Agreement that without limitation, the Contractor shall be fully liable to the Town for all activities carried out by its assignees pursuant to this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

19. AMENDMENTS MUST BE IN WRITING

This Agreement may be modified, amended or assigned only by a written instrument duly executed by the Parties.

20. WAIVER

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act or the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

21. UNENFORCEABILITY

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby

and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

22. ENUREMENT

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

23. GOVERNING LAW AND SUBMISSION TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of Alberta.

IN WITNESS WHEREOF, the parties have set their seals and hands of their proper officers in that behalf effective the day and year first above written notwithstanding the actual date or dates of execution.

TOWN OF MILK RIVER

Per:

 **MAYOR**

Per:

CHIEF ADMINISTRATIVE OFFICER (CAO)

To the Contractor:

Per:

WITNESS TO THE SIGNATURE OF

**MUST ADD WATER RESTRICTION THAT TOWN DETERMINES WHEN WATER
WILL BE GIVEN!**

SCHEDULE "A"

8 FLAGS CAMPGROUND

PLAN 1455IX

WAYSIDE KITCHEN SITE

IN TWP 2 RANGE 16 W4TH

CONTAINING

QUARTER SECTION

ACRES MORE OR LESS

NE ¼ 21

0.79

SE 1/2 28

2.39

EXCEPTING THEREOUT ALL MINES AND

MINERALS AND THE RIGHT WORK THE SAME

ATS REFERENCE: 4;16;2;21;NE

ATS REFERENCE: 4;16;2;28;SE

SCHEDULE "B"

DESCRIPTION OF LANDS

(DRAWING OF LANDS)

- SEE NEXT PAGE -

SCHEDULE "C"

FEES SCHEDULE FOR **8 FLAGS CAMPGROUND**

MAY 1 – SEPTEMBER 30 (Maybe extended weather permitting):

Sites with all services (water/sewer/power/sewer dumping)	\$ 25.00
Sites with partial services (water/power)	\$ 20.00
Sites with no service	\$ 15.00
(GST included)	

OCTOBER 1 – APRIL 30:

Sites with power	\$ 20.00
Sites with no service	\$ 15.00
(GST included)	

LONGER STAY PACKAGES (Based on 7 day week, 4 week month)

- Weekly Package (water/sewer/power/sewer dumping) \$150.00
- Weekly Package (water/power) \$120.00
- Weekly Package (no service sites) \$90.00
- Monthly Package (28 days)
(water/sewer/power/sewer dumping) \$500 per month
- Monthly Package (28 days)
(water/power) \$400.00
- Six Month Package (168 days)
(GST included) \$2500.00

***Rates Subject to Change**

APPENDIX D

Contractor Duties and Responsibilities

Maintenance Standards

To provide a well maintained recreation area that is aesthetically pleasing to visitors, with an emphasis on public safety and health standards.

A. Campsite Maintenance (Pre Season)

Pre Season Maintenance Includes the following:

1. New plant growth should be cut back where it affects site use.
2. Dead or diseased trees should be removed from sites.
3. Overhanging limbs which pose a hazard should be removed. Prune trees annually as required.
4. All debris (fallen trees, rock, litter, etc.) should be removed from campsites and disposed of.
5. Clear vegetation around site marker posts and bollards.
6. Service and/or replace signs and/or posts as required.
7. Distribute picnic tables to campsites.
8. Ensure that all tables are clean and intact and repair/replace tables as required. Paint tables if necessary.
9. Paint bollard posts, picnic shelters, kitchens and restrooms as required.
10. All electrical problems to be completed by electrician as authorized by town foreman.

Campsite Maintenance (Summer season)

Summer Season Maintenance Includes the following:

1. Vacant sites inspected and serviced as required.
2. Removal of all litter from the camp sites and taken to the waste transfer station.
3. Removal of garbage (unburned paper, bottle's, cans) from fire pits and clean if full.
4. Inspection of tables, fire pits, site markers, for damage and repair as required.
5. Minor cleaning and leveling of picnic tables.
6. Major damage to be repaired prior to reassignment of the campsite.
7. Fire pits should have ashes removed as required and placed in onsite pit.
8. Grass around site markers and adjacent to the site should be trimmed.
9. All tables should be inspected, cleaned, and repaired as required.

B. Specialized Facilities (Camp Kitchens and Picnic Shelters)

Daily Duties during the operating season (summer maintenance) include the following:

1. Check for vandalism; report vandalism to the Town and after a Town inspection, repair any minor damage immediately.
2. Sweep out the facility.
3. Clean tops of stoves and grills.
4. Pick up and stack any scattered firewood.
5. Ensure there are adequate numbers of tables in the facility.

Weekly duties include the following:

1. Fireplaces or stoves should be checked for accumulation of ashes and cleaned if necessary.

Monthly duties include the following:

1. Tables should be washed down using scrub brushes as required.

C. Toilets and Showers (*To take effect of in May*)

Daily duties during the operating season include the following:

1. Servicing these facilities should take place as early in the day as possible.
2. Each building should receive a thorough cleaning inside.
3. Remove all cobwebs, cocoons, etc. inside and outside.
4. Replenish toilet tissue and deodorant blocks if necessary.
5. Clean seat and bowl thoroughly with germicidal cleanser.
6. Each toilet should be checked later in the afternoon. If necessary, some or all of the above procedures should be completed at this time.
7. All damage or vandalism should be reported to the Town and after being inspected by the Town, minor damage shall be repaired immediately.

D. Garbage Control and Disposal

Duties during the operating season include the following:

1. Plastic garbage bags should be used to line all cans.
2. Garbage bags containing garbage should be removed and hauled to designated waste disposal site.
3. All waste containers should be collected and disposed of to the Town's designated sites.
4. Pick litter and loose garbage from around the entire Park site.

E. Program Support Facilities

1. All signs should be kept clean.
2. Permanent signs should be repaired, straightened, tamped, or replaced as required.
3. Sign posts should be repainted every fall or spring.
4. Grass around base of sign posts should be kept trim.
5. Replace, repair and paint bollard posts as required.

F. Grounds Keeping

Cleaning of grounds:

1. Cleaning of the ground will require weekly pick-up of litter around the grounds as well as keeping any fences clear of litter.

Watering of Grounds:

1. Watering of the grounds shall be completed as needed.
2. Test sprinkler system in the spring.
3. Replace damaged or worn sprinkler heads or parts. The Town supplies all parts and materials.
4. Surface irrigation equipment must be removed from grounds when the grounds are needed for outdoor activities.
5. Inspect waterlines, couplers, gaskets, sprinklers, shut off valves, motors , pumps and perform minor repairs as necessary.
6. All supplies are to be issued by P.O. by Foreman.

Mowing:

1. Mowing of the grounds shall be completed as needed.
2. The grass length should be approximately two (2) inches in the spring and summer and left at approximately three (3) inches in the fall.
3. Where possible rotate the direction of cutting.
4. If cutting from a layer of "dry hay" you are required to re-cut that area in a few days. Built up of grass cuttings are not to be left on the grounds.

Weeding and Trimming:

1. All growth on edges and fences are to be trimmed each time the grass is cut.
2. Areas around shrubs, flowers, young trees, buildings and fences are to be kept clean and cultivated.
3. Town is responsible to apply fertilizer and/or pesticide chemicals if necessary.

General Grounds Care:

1. Repair all minor damage to ground elevations and grass bum outs. The Town will supply materials for these repairs.
2. Major repairs to grounds which require heavy equipment will be conducted by the Town.

Other Considerations:

1. Canoeist Parking area will be at no charge. Sign to be placed stating tow away zone for vehicles not launching canoes.
2. No Firewood will be supplied by the Town.
3. Post sign – "US exchange will be with in the range of market less 10%"
4. Daily records will be the responsibility of the contractor.
5. Any signs that need replacing must be reported to Public Works within the same day found
6. Either party can request a discussion for change of terms and condition by giving 7 days notice in writing for a meeting.
7. Receipts will be issued to any customers requesting one

THIS AMENDING AGREEMENT TO THE MILK RIVER GOLF COURSE LAND LEASE AGREEMENT (the "Amending Agreement") made the 1 day of May, 2023 (the "Effective Date").

BETWEEN:

Riverside Community Golf Society
(the "Lessee")

- and -

THE TOWN OF MILK RIVER
(the "Lessor")
(collectively, the "Parties")

AMENDING AGREEMENT TO
THE MANAGEMENT AGREEMENT

WHEREAS:

- A. The Purchaser and Vendor entered into a Management Agreement dated January 1, 2021 (the "Agreement"); and
- B. The Parties agree to amend the Agreement and wish to set forth in writing the terms and conditions as agreed to be amended.

NOW THEREFORE IN CONSIDERATION of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:


- 1. Except as set forth herein, terms defined in the Agreement shall have the same meaning where used herein.
- 2. Save and except as amended by this Amending Agreement, all other terms, conditions and provisions of the Agreement shall remain in full force and effect for the benefit of all parties, and in the event that there is any conflict between the provisions of the Agreement and this Amending Agreement, the provisions of this Amending Agreement shall be paramount.
- 3. This Amending Agreement shall be binding upon and enure to the benefit of each of the Parties and their respective heirs, successors, administrators, successors and assigns.
- 4. This Amending Agreement may be executed in counterpart and transmitted by electronic means and each executed counterpart, or electronically delivered version thereof shall, for all purposes, be deemed an original and shall have the same force and effect as an original, all of which together shall constitute, in the aggregate, one and the same instrument.


IN WITNESS WHEREOF the Parties have properly executed this Amending Agreement as of the Effective Date.

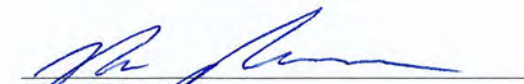
LESSOR: Town of Milk River

LESSEE: Riverside Community Golf Society


Mayor - Larry Liebelt


President - Doug Smith


CAO - Kelly Lloyd


Board Member:
John Johannsen

THIS AGREEMENT MADE THIS ____ DAY OF _____ AD, 2023

BETWEEN:

THE TOWN OF MILK RIVER
A Municipality in the Province of Alberta
(hereinafter referred to as the "Town")

AND:

RIVERSIDE COMMUNITY GOLF SOCIETY

An Individual in the Province of Alberta
(hereinafter collectively referred to as the "Contractor")

MANAGEMENT AGREEMENT

WHEREAS the Town owns the Lands and Business as outlined in Schedule "A" as attached to this agreement;

AND WHEREAS the Contractor has experience and expertise in the management and operation of the Business;

AND WHEREAS the Town wishes to engage the services of an independent contractor to provide operational and management services;

AND WHEREAS the Town and the Contractor have reached agreement with respect to the terms and conditions under which the Contractor will manage and operate the Business;

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

1. DEFINITIONS

- 1.1. "Agreement" means this Agreement together with any amendments hereto or extensions hereof, provided that such amendments or extensions are in writing and signed by each of the parties;
- 1.2. "Business" means the management and operation of the campground located on the Lands;
- 1.3. "Lands" means all of those lands described in Schedule "A" as more particularly outlined in red in Schedule "B";
- 1.4. "Gross Revenue" means the total of the charges for all services provided, arising out of the operations of the Business, including, but not limited to:
 - 1.4.1. All rental fees from campground sites and any other rentals, of equipment or facilities, whether for cash or credit or otherwise;
 - 1.4.2. All other receipts whatsoever from all business conducted on or from the Lands, including amounts received for equipment rental and all deposits not refunded to a purchaser;
 - 1.4.3. In the determination of Gross Revenue, each sale upon credit, whether by installment payment or otherwise, shall be treated as a sale for the full sale price at

the time such sale is made no matter when payment, whether full or partial, shall be received and no deductions shall be made for uncollected accounts.

2. APPOINTMENT

The Town hereby appoints the Contractor, and the Contractor hereby accepts such appointment to perform all those activities reasonably necessary and incidental to the operation and management of the Business including but not limited to the activities set forth in Schedule "C" hereto (the "Services").

3. TERM OF AGREEMENT

This Agreement shall become effective on _____ and shall remain in effect up to and including _____ (the "Term") unless earlier terminated as set forth herein.

Upon mutual consent of the Town and the Contractor, this agreement may be extended for one (1) additional term equal to a maximum of three (3) years.

4. CONSIDERATION

The Contractor shall pay to the Town an amount equal **25%** of the Gross Revenue from the 8 Flags Campground for each month of the Term. Such payment is to be received by the Town no later than ten (10) days immediately following the last day of the immediately preceding calendar month. Other considerations are outlined in Schedule "D".

5. TAXES AND DEDUCTIONS

The Contractor shall be responsible for the payment of all income tax, G.S.T., Canada Pension, Employment Insurance and all other required payments, contributions or deductions including, but not limited to, any assessments levied pursuant to the *Workers' Compensation Act* that arise or may hereafter arise with respect to the activities of the Contractor.

6. FEES AND LICENCES

The Contractor shall be responsible for all fees, licenses, permits, filings, and all other costs incidental to the performance of the Contractor's obligations under this Agreement.

7. COMPLIANCE WITH LAW

The Contractor shall at all times carry out its obligations pursuant to this Agreement in compliance with all statutes, regulations and by-laws passed by any authority having jurisdiction.

8. OBLIGATIONS OF TOWN

During the Term of this Agreement, the Town shall be responsible for all costs incurred for the supply of water, sewer service, garbage pickup, electrical service and toilet paper to the Business. The Town will provide mowing along the edge of the golf course and will also be responsible for the clean out of the waste dumping area. The Contractor will not charge tenants for the dumping of waste. During the winter months, public works will plow roads in and out of the campground and around the EV Charging Station.

Commented [KL1]: Clarify - responsible for supplying repairing and maintaining town infrastructure

9. RIGHT OF THE CONTRACTOR TO ACCEPT CONCURRENT RETAINERS

The Contractor may accept concurrent retainers from other parties during the Term provided that they do not interfere, in the opinion of the Town acting reasonably, with the proper delivery of the Services.

Commented [KL2]: Definition?

10. RELATIONSHIP BETWEEN PARTIES

Nothing contained herein shall be construed to create the relationship of employer and employee between the Town and the Contractor nor, except as otherwise expressly stated in writing by the Town, shall the Contractor be constituted as the agent, partner, servant, joint venture or legal representative of the Town for any purposes whatsoever.

11. NO AUTHORITY

Except as otherwise expressly stated in writing by the Town, the Contractor has no authority beyond that which is set forth herein to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the Town, nor to bind the Town in any manner whatsoever.

12. OWNERSHIP AND CONTROL

All records and financial documents relating to the activities of the contractor pursuant to this Agreement are deemed the property of the Town and shall remain in the sole ownership and control of the Town.

13. SURVIVAL

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination, or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

14. DEFAULT AND TERMINATION

14.1. Termination of Agreement

This Agreement may be terminated as follows:

14.1.1. either party may terminate this Agreement by giving a written notice of termination to the other party in which case the Agreement will terminate at the end of the 30th day following receipt of the notice of termination by such other party;

14.1.2. this agreement will terminate immediately upon the occurrence of any one of the following events:

14.1.2.1. Bankruptcy or dissolution;

14.1.2.2. Occurrence of any theft or fraudulent act by the contractor

14.2. Effect of Termination

Upon termination of this Agreement, the contractor shall cease to have any further authority derived from this Agreement in respect of the Business. Within five (5) days following the termination of this Agreement, the contractor shall return all keys for the Business premises and equipment, all financial records and other documentation relating to the Business and any accounts maintained in relation to the Business as specified in Section 13.

15. NOTICE

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- 15.1 personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- 15.2 by facsimile or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - 15.2.1 upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - 15.2.2 at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- 15.3 by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

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Fax: 647-3772

To the Contractor: Riverside Community Golf Society
208-1ST AVE. S.E.
Box 298
Milk River, AB T0K 1M0

or to such other address as each party may from time to time direct in writing.

16. HEADINGS

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit, or enlarge the scope or meaning of this Agreement or any provision hereof.

17. ASSIGNMENT

Commented [KL3]: Definition?

This Agreement, or any rights arising out of this Agreement may be assigned by the Contractor without the prior written consent of the Town, provided that the assignee is properly authorized to carry out such activities pursuant to this Agreement that without limitation, the Contractor shall be fully liable to the Town for all activities carried out by its assignees pursuant to this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

19. AMENDMENTS MUST BE IN WRITING

This Agreement may be modified, amended or assigned only by a written instrument duly executed by the Parties.

20. WAIVER

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act or the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

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If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

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This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

23. GOVERNING LAW AND SUBMISSION TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of Alberta.

IN WITNESS WHEREOF, the parties have set their seals and hands of their proper officers in that behalf effective the day and year first above written notwithstanding the actual date or dates of execution.

TOWN OF MILK RIVER

Per:

MAYOR

SEAL

Per:

CHIEF ADMINISTRATIVE OFFICER (CAO)

To the Contractor:

Per:

WITNESS TO THE SIGNATURE OF

MUST ADD WATER RESTRICTION THAT TOWN DETERMINES WHEN WATER WILL BE GIVEN!

Schedule "A"

8 flags campground

plan 1455ix
wayside kitchen site
in twp 2 range 16 w4th
containing
quarter section acres more or less
ne ¼ 21 0.79
se ½ 28 2.39
excepting thereout all mines and
minerals and the right work the same
ats reference: 4;16;2;21;ne
ats reference: 4;16;2;28;se

SCHEDULE "B"

DESCRIPTION OF LANDS

(DRAWING OF LANDS)

- SEE NEXT PAGE -

SCHEDULE "C"

FEE* SCHEDULE FOR 8 FLAGS CAMPGROUND

MAY 1 – SEPTEMBER 30 (Maybe extended weather permitting):

- Sites with all services (water/sewer/power/sewer dumping) \$ 25.00
- Sites with partial services (water/power) \$ 20.00
- Sites with no service \$ 15.00

OCTOBER 1 – APRIL 30:

- Sites with power \$ 20.00
- Sites with no service \$ 15.00

LONGER STAY PACKAGES (Based on 7-day week, 4-week month)

- Weekly Package (water/sewer/power/sewer dumping) \$150.00
- Weekly Package (water/power) \$120.00
- Weekly Package (no service sites) \$90.00
- Monthly Package (28 days)
 - (water/sewer/power/sewer dumping) \$500.00/month
- Monthly Package (28 days)
 - (water/power) \$400.00
- Six Month Package (168 days) \$2,500.00
- **Permanent Users**

Summer months \$400/month

Winter months \$600/month

***Rates Subject to Change**

GST included in all rates

APPENDIX D

Contractor Duties and Responsibilities

Commented [KL4]: Should there be difference noted for summer and winter operations?

Maintenance Standards

To provide a well-maintained recreation area that is aesthetically pleasing to visitors, with an emphasis on public safety and health standards.

A. Campsite Maintenance (Pre-Season)

Commented [KL5]: What months are these?

Pre-Season Maintenance Includes the following:

1. New plant growth should be cut back where it affects site use.
2. Dead or diseased trees should be removed from sites.
3. Overhanging limbs which pose a hazard should be removed. Prune trees annually as required.
4. All debris (fallen trees, rock, litter, etc.) should be removed from campsites and disposed of.
5. Clear vegetation around site marker posts and bollards.
6. Service and/or replace signs and/or posts as required.
7. Distribute picnic tables to campsites.
8. Ensure that all tables are clean and intact and repair/replace tables as required. Paint tables if necessary.
9. Paint bollard posts, picnic shelters, kitchens and restrooms as required.
10. All electrical problems to be completed by electrician as authorized by town foreman.

Commented [KL6]: Arborist?

B. Campsite Maintenance (Summer season)

Summer Season Maintenance Includes the following:

1. Vacant sites inspected and serviced as required.
2. Removal of all litter from the camp sites and taken to the waste transfer station.
3. Removal of garbage (unburned paper, bottles, cans) from fire pits and clean if full.
4. Inspection of picnic tables, fire pits, site markers, for damage and repair as required.
5. Cleaning and leveling of picnic tables.
6. Major damage to be repaired prior to reassignment of the campsite.
7. Fire pits should have ashes removed as required and placed in onsite pit.
8. Grass around site markers and adjacent to the site should be trimmed.

Commented [KL7]: Currently PW picks up the waste bins at washhouse

Commented [KL8]: Where is this?

C. Specialized Facilities (Camp Kitchens and Picnic Shelters)

Daily Duties during the operating season (summer maintenance) include the following:

1. Check for vandalism; report vandalism to the Town and after a Town inspection, repair any minor damage immediately.
2. Sweep out the facility.
3. Clean tops of stoves and grills.
4. Pick up and stack any scattered firewood.
5. Ensure there are adequate numbers of tables in the facility.

Weekly duties include the following:

1. Fireplaces or stoves should be checked for accumulation of ashes and cleaned if necessary.

Monthly duties include the following:

1. Tables should be washed down using scrub brushes as required.

D. Toilets and Showers

Daily duties during the operating season include the following:

1. Servicing these facilities should take place as early in the day as possible.
2. Each building should receive a thorough cleaning inside.
3. Remove all cobwebs, cocoons, etc. inside and outside.
4. Replenish toilet tissue and deodorant blocks if necessary.
5. Clean seat and bowl thoroughly with germicidal cleanser.
6. Each toilet should be checked later in the afternoon. If necessary, some or all of the above procedures should be completed at this time.
7. All damage or vandalism should be reported to the Town and after being inspected by the Town, minor damage shall be repaired immediately.

Commented [KL9]: What is this defined as? Open year round

E. Garbage Control and Disposal

Duties during the operating season include the following:

1. Plastic garbage bags should be used to line all cans.
2. Garbage bags containing garbage should be removed and hauled to a designated waste disposal site.
3. All waste containers should be collected and disposed of at the Town's designated sites.
4. Pick litter and loose garbage from around the entire Park site.

Commented [KL10]: Is this the transfer station or by washhouse in bins?

F. Program Support Facilities

1. All signs should be kept clean.
2. Permanent signs should be repaired, straightened, tamped, or replaced as required.
3. Sign posts should be repainted every fall or spring.
4. Grass around base of sign posts should be kept trim.
5. Replace, repair and paint bollard posts as required.

G. Grounds Keeping

Cleaning of grounds:

1. Cleaning of the ground will require weekly pick-up of litter around the grounds as well as keeping any fences clear of litter.

Watering of Grounds:

1. Watering of the grounds shall be completed as needed.
2. Test sprinkler system in the spring.
3. Replace damaged or worn sprinkler heads or parts. The Town supplies all parts and materials.
4. Surface irrigation equipment must be removed from grounds when the grounds are needed for outdoor activities.
5. Inspect waterlines, couplers, gaskets, sprinklers, shut off valves, motors, pumps and perform minor repairs as necessary.
6. All supplies are to be issued by purchase order by the Town Office.

Mowing:

1. Mowing of the grounds shall be completed as needed.
2. The grass length should be approximately two (2) inches in the spring and summer and left at approximately three (3) inches in the fall.
3. Where possible rotate the direction of cutting.
4. If cutting from a layer of "dry hay" you are required to re-cut that area in a few days. Built up of grass cuttings are not to be left on the grounds.

Weeding and Trimming:

1. All growth on edges and fences are to be trimmed each time the grass is cut.
2. Areas around shrubs, flowers, young trees, buildings and fences are to be kept clean and cultivated.
3. Town is responsible for applying fertilizer and/or pesticide chemicals if necessary.

General Grounds Care:

1. Repair all minor damage to ground elevations and grass burn outs. The Town will supply materials for these repairs.
2. Major repairs to grounds which require heavy equipment will be conducted by the Town.

Other Considerations:

1. The Canoeist Parking area will be at no charge. Sign to be placed stating tow away zone for vehicles not launching canoes.
2. No Firewood will be supplied by the Town.
3. Post sign – "US exchange will be within the range of market less 10%"
4. Daily records will be the responsibility of the contractor.
5. Any signs that need replacing must be reported to Public Works within the same day found.
6. Either party can request a discussion for a change of terms and conditions by giving 7 days notice in writing for a meeting.
7. Receipts will be issued to all customers.

Washhouse

- Contractor to remove snow and ice around bathrooms. The town will supply the salt. Sidewalks are to be kept clear of snow.

Request for Decision

Jenex Contracting Ltd. Invoice #3606

November 14, 2023



RECOMMENDATION

That Council approve payment to Jenex Contracting Ltd. invoice #3606 in the amount of \$112,627.58.

LEGISLATIVE AUTHORITY

Operating and Capital Budget

BACKGROUND

The installation of power along 8th Avenue was approved in the 2023 capital budget in the amount of \$117,621 and is set to be placed in the front of the properties. With this, construction power cannot begin without having water and sewer services installed.

As a result, quotes were asked and received to place these services along 8th Avenue, of which Jenex Contracting Ltd. was the successful proponent. These installations have been completed.

RISK/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

\$112,627.58

ATTACHMENTS

1. Invoice 3606



Jenex Contracting LTD.
155 PO Box 155
PO Box 155
Magrath AB T0K 1J0
+1 4037586862
contact@jenexcontracting.com
GST/HST Registration No.: 862211745RT0001

Invoice

BILL TO

Town of Milk River
8th Ave Servicing

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3606	29-09-2023	\$112,627.58	29-10-2023	Net 30	

P.O. NUMBER

Progress #1

DESCRIPTION	TAX	AMOUNT
8th Ave Servicing Progress #1, 1 @ \$119,182.62	G	119,182.62
10% Holdback, 1 @ \$ -11,918.26	G	-11,918.26

We now accept payment via e-transfer at
contact@jenexcontracting.com

SUBTOTAL	107,264.36
GST/HST @ 5%	5,363.22
TOTAL	112,627.58
BALANCE DUE	\$112,627.58

Request for Decision

Extended Producer Responsibility

November 14, 2023



RECOMMENDATION

That the Town of Milk register for the Extended Producer Responsibility program.

LEGISLATIVE AUTHORITY

Alberta's Extended Producer Responsibility (EPR) Regulation

BACKGROUND

Alberta's Extended Producer Responsibility (EPR) Regulation came into force on November 30, 2022. It requires obligated producers to have systems in place for single-use products, packaging, and paper products (PPP) and hazardous and special products (HSP) by April 1, 2025.

Overview

Current recycling systems for packaging and paper products (blue bag materials) are primarily taxpayer funded and feature localized approaches. Communities have accomplished significant waste diversion; however, there is a patchwork of systems across Alberta, which can create confusion.

Provincial and municipal taxpayers jointly fund the collection and end-of-life management of household hazardous wastes. EPR shifts the financial and operational responsibility of collecting, sorting, processing, and recycling these materials to the product producers and away from local governments and taxpayers.

Under EPR, producers take responsibility at end-of-life for the products and packaging they put on the market. A single, province-wide system is clearer and draws economies of scale for **material management. Alberta's new EPR systems will initially focus on residential single-use products, PPP and HSP.**

While some communities may currently collaborate under a regional waste commission, all communities are eligible to receive service. Producers will be responsible for the costs and implementation of all aspects of the system including education, collection, processing, and sale of material to end markets. Once a community registers, producers will be entirely responsible for funding and operating the EPR systems for that community.

Voluntary participation via registration

The following parties can opt-in to the EPR system by registering with the ARMA if they wish to **have a role in Alberta's EPR systems, but they are not obligated by regulation to do so:**

- Community authorities (including municipalities, First Nations Reserves, Métis Settlements, municipal corporations, and regional waste service commissions) wanting service provided by producers for PPP and/or HSP.
- Processing facilities wanting to process designated materials.
- Producer responsibility organizations wanting to act on behalf of one or more registered producers.

RISK/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. Email from Chief Mountain Regional Solid Waste Services Commission
2. Alberta Government Fact Sheet - Information on Registration
3. Alberta Government Fact Sheet - Information for Communities
4. Alberta Municipalities Correspondence

From: [Marian Carlson](#)
To: [Scott Donselaar](#); [Kurtis Pratt](#); [Murray Millward](#); [Shawn Hathaway](#); [CAO](#); cao@warner.ca; [James Suffredine](#); [Jeff Shaw](#); [Kelly Lloyd](#); [CAO](#); [Village of Coutts](#)
Subject: Extended Producer Responsibility
Date: October 12, 2023 2:58:49 PM

Good afternoon,

As you all may already be aware, there is a new Extended Producer Responsibility Regulation in Alberta that is intended to shift the financial and operational responsibility for recycling of some of the residential materials to the Producer of those products. I attended a webinar on October 5, 2023 hosted by AB Muni's where information was provided regarding how and why municipalities need to register to report on how recycling is currently being offered in their communities.

I presented this information last night to the CMRSWSC Board and we discussed whether or not it would make sense to register all the municipalities under CMRSWSC, but it was decided that at this time, it would be better for each of the municipalities to register individually. When we are offering recycling services on a more consistent basis regionally, we will look at potentially taking this under the umbrella of CMRSWSC. The board asked that I send an email out to all the CAO's to inform them of this decision and to encourage you to register your municipality. More information can be found at <https://www.alberta.ca/regulated-extended-producer-responsibility-programs>

Any questions, please don't hesitate to give me a call.

Marian Carlson

SEO

Chief Mountain Regional Solid Waste Services Commission

Email: chiefmountainsolidwaste@gmail.com

Phone: (403) 625-0201



Alberta's Extended Producer Responsibility Regulation

Information on registration

Introduction

Alberta's Extended Producer Responsibility (EPR) Regulation came into force on November 30, 2022. It requires obligated producers to have systems in place for single-use products, packaging and paper products (PPP) and hazardous and special products (HSP) by April 1, 2025.

This fact sheet provides information on registration as it relates to the EPR Regulation.

Registration

Obligated producers are required to register with the Alberta Recycling Management Authority (ARMA) in accordance with the EPR Regulation. More information on determining who is an obligated producer can be found in fact sheets on Alberta.ca.

The ARMA will establish a registration system in accordance with its bylaws to fulfill its oversight role. It is anticipated the registration process will begin in fall 2023. The ARMA will provide details to stakeholders on the registration process as they are determined.

Voluntary participation via registration

The following parties can opt-in to the EPR system by registering with the ARMA if they wish to have a role in Alberta's EPR systems, but they are not obligated by regulation to do so:

- Community authorities (including municipalities, First Nations Reserves, Métis Settlements, municipal corporations and regional waste service commissions) wanting service provided by producers for PPP and/or HSP.
- Processing facilities wanting to process designated materials.
- Producer responsibility organizations wanting to act on behalf of one or more registered producers.

Confidentiality of information

Any information collected by the ARMA must adhere to *Freedom of Information and Protection of Privacy Act*. The ARMA will create and uphold an Access and Privacy Code, which will encompass, at the very least, safeguarding all confidential data, including personal and commercially valuable information (including any commercially sensitive information and data that relates to the producer's supply of, or management of, a designated material).

Community authority registration

Community authorities (including municipalities, First Nations Reserves, Métis Settlements, municipal corporations and regional waste service commissions) that want their community to participate in the EPR system (i.e. transitioning from their current municipally-run programs to producer-operated EPR systems) must register with the ARMA to receive service. Communities that do not wish to participate in the EPR system (for either or both PPP or HSP) can continue providing these services at their own expense and are not required by regulation to register with the ARMA.

A community authority can choose to register at any point (initially or once the system is fully operational). Delaying registration beyond the initial time of registration may result in a longer transition timeline for that community authority. Details on timing for delayed registration will be determined through the ARMA's bylaws and policies.

Obligated producers are not obligated to collect materials within community authorities that have not registered. There is also no fee associated with registration as a community authority. The ARMA will provide details to all stakeholders on the registration process as they are determined, following approval of the bylaws.

Processing facility registration

A processing facility includes any facility involved in the management chain from collection to the point in which it will count towards the regulated material management requirements. Only material processed at registered processing facilities counts towards the regulated material management requirements.

Registration for EPR does not replace or duplicate any processes required by the Government of Alberta, such as licensing or authorizations under the Activities Designation Regulation (AR 276/2003). EPR registration is separate and will be handled by the ARMA. Processing facilities (such as storage, sorting, recycling or treatment sites) will be able to register with the ARMA once the registration system is operational.

Producer responsibility organization registration

Obligated producers can join a Producer Responsibility Organization (PRO) to collectively fulfill financial and operational requirements. Producers are not required to join a PRO, and more than one PRO can exist in Alberta.

A PRO must be not-for-profit and must be unaffiliated with waste management services to register with the ARMA. Upon registering, a PRO can fulfill certain obligations on behalf of member producers registered with the ARMA. The following are examples of what PROs can include as part of their activities:

- Collect designated material using a common collection system.
- Submit verification to the ARMA by April 1, 2024, to meet obligations to collect and manage designated materials using a common collection system or an alternative collection system.


The full range of activities that can be carried out by a PRO on behalf of producers can be found under common collections and material management requirements sub-sections in the EPR Regulation.

Availability of registration information

The registration system is meant to provide the ARMA with the information necessary to fulfill its oversight role. Producers should now be starting to have conversations with prospective PROs and communities to determine what is currently being delivered regarding the existing PPP and HSP collection programs.

Contact

If you have any questions and/or would like to be added to Alberta government's EPR stakeholder distribution list, please email AEP.RecyclingRegulation@gov.ab.ca.



Alberta's Extended Producer Responsibility Regulation

Information for communities

Introduction

Alberta's Extended Producer Responsibility (EPR) Regulation came into force on November 30, 2022. It requires obligated producers to have systems in place for single-use products, packaging and paper products (PPP) and hazardous and special products (HSP) for province-wide, producer-operated EPR systems by April 1, 2025.

EPR is new in Alberta and will result in changes to how communities deliver their current recycling systems. The purpose of this fact sheet is to help communities make informed decisions regarding EPR during the transition phase.

Overview

Current recycling systems for packaging and paper products (blue bag materials) are primarily taxpayer funded and feature localized approaches. Communities have accomplished significant waste diversion; however, there is a patchwork of systems across Alberta, which can create confusion.

Provincial and municipal taxpayers jointly fund the collection and end-of-life management of household hazardous wastes. EPR shifts the financial and operational responsibility of collecting, sorting, processing and recycling these materials to the product producers and away from local governments and taxpayers.

Under EPR, producers take responsibility at end-of-life for the products and packaging they put on the market. A single, province-wide system is clearer and draws economies of scale for material management. Alberta's new EPR systems will initially focus on residential single-use products, PPP and HSP.

The EPR Regulation ensures every type of community in Alberta is included in future EPR systems: city, town, village, summer village, municipal district, specialized municipality, improvement district, Métis Settlements or First Nations.

While some communities may currently collaborate under a regional waste commission, all communities are eligible to receive service. Producers will be responsible for the costs and implementation of all aspects of the system including education, collection, processing and sale of material to end markets. Once a community registers, producers will be entirely responsible for funding and operating the EPR systems for that community.

Community benefits of EPR

A producer-run EPR system will bring opportunities for communities such as reduced administrative burden, diversion of waste from landfills and cost savings that can be invested in other relevant programs including establishing other recycling programs and/or supporting initiatives to build more sustainable and resilient communities.

EPR is a fundamental shift in the way materials are collected for recycling in Alberta. By participating in EPR, communities transition their operational responsibilities for recycling to producers. Communities would no longer be responsible for figuring out where to recycle their PPP or HSP materials or getting them to market to recover their costs.

Producers, and/or the Producer Responsibility Organizations (PROs) acting on their behalf, may look to establish contracts with those communities already collecting recyclables from residents. This may include leveraging current municipal assets such as collection containers, collection trucks, depots and material recycling or sorting facilities.

Timeline

The EPR Regulation names the Alberta Recycling Management Authority (ARMA) as the organization to oversee Alberta's first two EPR systems. The Government of Alberta and the ARMA are working collaboratively to ensure a successful oversight system.

In addition to the EPR Regulation, bylaws will govern the overall EPR framework (anticipated to be complete in fall 2023). Once bylaws are in place, the ARMA will begin registering communities and producers (fall 2023).

- Community registration ensures producers/PROs can finalize their collection and processing plans.
- The EPR Regulation requires producers to submit a PPP common collection system verification plan to the ARMA by April 1, 2024.
 - This plan will need to demonstrate that producers are on track to have recycling service in place for the launch of implementation on April 1, 2025.
 - Producers may reach out to communities for additional information to help inform their plan.

Transition for PPP

The EPR transition for PPP will have two separate phases:

- Phase I will start April 1, 2025, and includes communities that had existing recycling service (depot or curbside) in place as of November 30, 2022. Producers will provide EPR system services to registered communities at no charge.
- Phase II will start October 1, 2026 (18 months after Phase I) and will expand EPR to include communities not covered under Phase I. In Phase II, EPR system services will mirror the communities' waste collection service (i.e., depots or curbside).

If a community does not have a curbside recycling program, but does provide curbside waste collection, then the community can register and will be eligible for curbside recycling as part of Phase II, regardless of whether producers are providing depot collection as part of Phase I. This will allow a community to improve upon the existing service standard (i.e., moving from depot to curbside).

Transition for HSP

The EPR transition for HSP will not be phased in. HSP service will start April 1, 2025. HSP EPR system service must be provided to registered communities by producers at no charge. The type of collection is outlined in the EPR Regulation and may include depots or roundups.

The role of communities in the EPR system

Alberta's EPR framework requires producers be responsible for the collection, sorting and recycling of designated PPP and HSP materials. Communities will need to make decisions about how they want to be involved in certain aspects of the EPR system. Communities may have up to three distinct roles within EPR systems:

1. Communities choose whether they want to register with the ARMA to receive services from the EPR system.
2. Communities choose whether to explore contractual relationships with the producers to become a service provider within the EPR system.
3. Communities may be required to register as producers in the EPR system.

Community registration

Communities must register with the ARMA if they wish to join the EPR system and receive service. The EPR system is funded and operated by producers (often through PROs) who manage all aspects of the EPR system. Community registration will provide details to the ARMA on existing service, types of residences, etc. This information is critical for producers/PROs to inform system design considerations and plans. Registration identifies the communities where producers are responsible for funding and operating recycling services.

Registration does not determine who will provide recycling services. The producers select the service providers they will use to meet their regulatory obligations. For more information on communities as service providers, see the next section.

If a community does not register by the date specified by the ARMA, and later decides they want EPR system services, they may experience a delay in receiving EPR system services. If communities do not register, they will not receive services from the EPR system and communities will continue to fund and operate any recycling services. Producers will not be required to cover any operational costs related to these municipal recycling programs as they are outside the scope of EPR.

Communities as service providers

Communities interested in providing recycling services can express interest to producers/PROs and explore continuing that function within the EPR system. Should producers/PROs and an individual community form a business arrangement, the community may continue to provide collection service. Producers/PROs are not obligated to use communities as service providers.

Some considerations regarding communities as service providers include:

- Under the EPR Regulation, once a community registers, producers are obligated to provide collection service.
- Communities bring valuable operational experience to support producers/PROs in meeting their regulatory requirements.
- Producers/PROs will need to secure assets and services necessary to implement their systems.
- Communities may consider their existing infrastructure (e.g., eco stations) and contemplate if they want to negotiate with and offer collection service to producers. Private arrangements may be made between a community and producers/PROs, for a community to provide capital infrastructure or service to the EPR system.
- Producers/PROs may wish to use existing depots and eco-stations to collect designated PPP and HSP materials.
- If producers decide not to collect designated materials at existing sites, the municipality can still choose to operate collection sites for recyclable materials not within the EPR framework.
- Communities bring operational experience that can be of value to producers/PROs to meet their regulatory requirements.
- Producers/PROs will need to secure assets necessary to support their systems.
- There are several community assets such as collection containers, collection trucks, depots and material recycling or sorting facilities that may be essential to support a smooth and timely transition to EPR.

Communities as EPR system producers

Under the EPR Regulation, communities that supply designated material into Alberta may be obligated producers.

Paper products supplied by communities to residents are the most likely product that communities may have producer obligations for within the EPR system. Section 14 of the EPR Regulation identifies obligated PPP producers.

For details on the producer obligations communities may have, please consult the EPR fact sheets on Alberta.ca.

Communities will need to ensure they understand their obligations and whether they are eligible for exemption of any obligations due to gross revenue and material volume thresholds under the EPR system and set out in the ARMA's bylaws.

Preparing for registration

The ARMA is currently working on an implementation plan. This includes a system and procedures for registering communities and producers/PROs. Bylaws will guide these systems. Communities may, in the interim, start thinking about the information and data it may need to provide to producers/PROs to plan for EPR implementation delivery of services. Below are some of the types of, but not all, information that may be requested by producers/PROs:

- total households and population serviced
- total reported and/or calculated marketed tonnes

If communities do not have all data requested by producers/ PROs, they will still be able to register. Some communities may provide estimates or assumptions to help producers/ PROs with what to expect from their residents, based on current practices.

More information

The Government of Alberta is open to engage with communities in implementing the EPR regulatory framework in Alberta. For more information, contact AEP.RecyclingRegulation@gov.ab.ca.

October 13, 2023

Dear CAO's,

This notification provides high level updates about changes coming for municipalities and recycling. Further information on Extended Producer Responsibility (EPR) can be found on the Alberta Recycling Management Authority (ARMA)'s [EPR webpage](#) or by contacting epr@albertarecycling.ca.

1. Register for EPR: October 2 to December 31, 2023

Your community has choices to make:

- For communities to be eligible for EPR they must indicate their interest by registering with ARMA.
- **Step 1: Pre-registration.** This allows ARMA to initiate one-on-one support to guide you through the process. Pre-registering should be understood as an expression of interest—as the pre-registration process will begin a robust and supported intake and onboarding process where ARMA works with each registrant.
- **Step 2: Registration.** This requires more information on the current state of your municipality's recycling programs.
- Pre-registering and registering occur in the same window of time—Oct 2 to December 31.
- Municipalities may de-register as well.
- Municipalities who choose not to register by December 31st, 2023, will continue to pay for their recycling systems, but have the opportunity to register at a later date.
- Regional waste commissions can register member municipalities on their behalf.
- Registering does not require a council decision as the community is not committed to anything at this stage.
- Municipalities can prepare for the EPR registration process. Some questions to answer are:
 - Contact information for your municipality.
 - Total population.
 - Service levels in your municipality.
 - Number of residential addresses and the number receiving paper and plastic recycling collection.
 - Number and location of depot recycling collection sites.

2. What is EPR?

Extended Producer Responsibility is exactly what it sounds like. Currently, producers sell products. When products reach their end of life, they become waste—waste that is managed by municipalities. EPR extends the responsibility of end-of-life products back to producers.

- Alberta's EPR system covers Packaging and Paper Products (PPP), and Hazardous and Special Products (HSP). In each of these categories, only specific materials are designated for management by EPR. Not all materials currently handled by municipalities in these categories are covered by the regulations.
- EPR regulations only apply to residential materials—not institutional, commercial, nor industrial materials.
- EPR is a voluntary program that saves municipalities money.



3. Steps after registration:

- For those municipalities who want EPR in their community, producers will become responsible for recycling. However, there is a range of ways producers become responsible for operations, including:
 - Hiring a municipality or a private service provider to perform specific functions, including collection.
 - If a municipality becomes a service provider to a producer it does so under a mutually agreeable, contractual relationship directly between the producer and the municipality.
- Under EPR, producers, not the municipality, are responsible for achieving its regulated outcomes.
- Producers must submit their plans to ARMA to collect and manage their designated materials by April 1, 2024—then become responsible for collection and management of recyclables by April 1, 2025 (for single family residential) from municipalities.
- Municipalities must agree to enable producers to become responsible for the collection and management of designated material before any changes to local system operations can be made.
- Producers must implement plans for multi-unit residential on April 1, 2025—where the community authority is currently providing recycling services.

4. Key background:

- In November 2022, the Government of Alberta passed regulations to reduce the financial burden of recycling on municipalities by shifting the physical and financial responsibility of collecting, processing, and recycling materials—from municipalities to producers.
- EPR has been implemented in other provinces and is now coming to Alberta. Further information on EPR can be found on the Alberta Recycling Management Authority's [EPR webpage](#).
- The Alberta Recycling Management Authority (ARMA) is the designated oversight body for EPR. This means they will be responsible for ensuring that regulated parties undertake their required roles in the system and achieve the results required by regulation.
- The entities responsible for implementing recycling collection services are called “Producer Responsibility Organizations” (PROs).

5. Benefits of EPR:

While EPR is not a new concept for producers or suppliers, it is a new concept for Albertans. EPR presents several positive opportunities for Alberta municipalities:

- It will increase the recycling of products across the province as producers take responsibility for recycling the products they create—meaning fewer products end up in our landfills or disposed in other ways.
- It is a step towards creating an Albertan circular economy—as products that previously ended up in the waste stream are redirected and recycled into new products to be used again and again. This means more job creation, more economic investment, and larger economies.

6. Important EPR Contacts

- Alberta Environment and Protected Areas (Regulations):
 - AEP.RecyclingRegulation@gov.ab.ca
- Alberta Recycling Management Authority (Oversight):
 - epr@albertarecycling.ca
 - Contact for registration details.

- Circular Materials (Operations):
 - ABoperations@circularmaterials.ca
 - Producer Responsibility Organization for Packaging and Paper Products.
 - Circular Materials Alberta Municipal Working Group. Oct 25. Zoom webinar for municipalities meeting series to support ongoing collaboration with municipalities as we prepare for program implementation. This will be a forum to share feedback, raise questions and directly engage with our team. [Register here.](#)
- Product Care (Operations):
 - alberta@productcare.org
 - Producer Responsibility Organization for Hazardous and Special Products.

Waste collection programs in Alberta municipalities can vary widely, so each municipality will have different impacts and considerations to work through. If you have any questions please contact Kris Samraj, Policy Analyst (780-431-5431, kris@abmunis.ca).

EPR Milestones



Sincerely,

Dan Rude
Chief Executive Officer

Request for Decision

Councillors Report

November 14, 2023



RECOMMENDATION

That the Councillors reports for the period ending November 14, 2023, be accepted as information.

LEGISLATIVE AUTHORITY

BACKGROUND

Elected Officials, appointed at the annual organizational meeting, attend regular meetings of various boards, commissions, and committees. Each elected official is required to keep Council informed by providing regular activity of the board, commission, or committee they are appointed to.

RISKS/CONSEQUENCES

Should committee reports not be relayed, members of Council will not be informed on the various boards, commissions, and committees.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. FCSS Minutes June
2. FCSS Minutes September
3. ORRSC Minutes June
4. Milk River Health Professionals Attraction and Retention Committee Minutes

Barons-Eureka-Warner Family & Community Support Services (FCSS)
Minutes of Board Meeting – Wednesday, June 7, 2023
Coaldale Hub (2107-13th Street)
In-person

Attendance (in-person)

Board Members:

Bekkering, Garth – Town of Taber
Chapman, Bill - Town of Coaldale
Degenstein, Dave – Town of Milk River
Doell, Daniel – Village of Barons
Harris, Merrill – M.D. of Taber, Board Chair
Heggie, Jack – County of Warner
Hickey, Lorne – Lethbridge County
Jensen, Kelly – Town of Raymond
Montina, Lyndsay – Town of Coalhurst
Nilsson, Larry – Village of Stirling

Attendance (on-line):

Feist, Teresa - Town of Picture Butte
Jensen, Melissa – Town of Nobleford
Plumtree, Margaret - Town of Vauxhall
Payne, Megan – Village of Coutts

Absent – Board Members

Foster, Missy – Village of Barnwell
Kirby, Martin – Village of Warner

Staff (in-person):

Morrison, Zakk - Executive Director
Florence-Greene, Evelyn – Accounting Assistant
Hashizume, Linda – Executive Assistant
DeBow, Petra – Manager
Fedunec, Mike – Counselling Supervisor
Weaver, Kaitlynn – Outreach Supervisor

Call to Order

M. Harris called the meeting to order at 4:07 p.m.
Carried Unanimously

Approval of Agenda

D. Degenstein moved the Board approved the agenda as presented.
Carried Unanimously

Minutes

J. Heggie moved the minutes of the April 5, 2023, FCSS Board meeting be approved as presented.
Carried Unanimously

m.h.
JM

Delegation

Michael Fedunec, Counselling Services Supervisor, presented information on the Report to Municipalities – Counselling Services 2023.

M. Plumtree entered the meeting at 4:11 p.m.

The Board discussed the information provided in the Report to Municipalities – Counselling Services 2023.

M. Harris thanked M. Fedunec and his team for his presentation and service to our communities and residents.

G. Bekkering moved the Board approve the Report to Municipalities – Counselling Services 2023 as presented and requested Administration distribute the report to our Municipalities and Alberta Government funders.

Carried Unanimously

Correspondence

The following correspondence was presented for information:

- FCSSAA Newsletter March 2023
- FCSSAA Newsletter April 2023
- FCSSAA Board Meeting Highlights March 24, 2023
- FCSSAAA Call for Resolutions for 2023 Annual General Meeting (AGM) – May 24, 2023
- 2023-03-21 – Village of Barons – Mayor Daniel Doell appointed to FCSS Board
- 2023-05-09 – Town of Coaldale – Civic Square Grand Opening, June 17, 2023, 1:00 to 4:00 pm.

L. Hickey motioned to accept the correspondence be approved as presented.

Carried Unanimously

Reports

Executive Director

Z. Morrison reviewed the Executive Director's report.

The following was highlighted:

- Outreach Services staff are scheduled to attend spring and summer community events in our municipalities. Kaitlynn Weaver, Outreach Services Supervisor can be reached at Kaitlynn.Weaver@fcss.ca to confirm FCSS staff that are scheduled to attend community parades.

T. Feist moved the Board approve the Executive Director's Report as presented.

Carried Unanimously

m.h.
[Signature]

Financial Report

Z. Morrison reviewed the Financial Report.

L. Nilsson moved the Board approve the June 2023 Financial Report including:

- Financial statement for April 30, 2023;
- Monthly accounts for March 1-31, 2023;
- Monthly accounts for April 1-30, 2023;
- Mastercard statement for March 11 to April 13, 2023.
- Mastercard statement for April 14 to May 10, 2023

Carried Unanimously

2023 Proposed Budget

Z. Morrison reviewed the proposed budget for 2023.

Barons-Eureka-Warner FCSS

Budget 2023

REVENUE

Provincial FCSS funding	1,428,896
Municipal Requisitions	440,328
Interest Income	18,000
Revenue Other	12,895
Youth Services (ESDC)	140,467
Family Resource Network (Children's Services)	588,500
Farm Family Outreach (Canadian Red Cross)	71,385
Project Grant Funding	12,638
TOTAL	2,713,109

EXPENDITURES

Counselling Services	622,876
Family Services	682,548
Program Support	298,430
Senior Services	227,409
Youth Services	68,856
Youth Services (ESDC)	140,467
Family Resource Network (Children's Services)	588,500
Farm Family Outreach (Canadian Red Cross)	71,385
Project Grant Funding	12,638
TOTAL	2,713,109

J. Heggie moved the Board approve the proposed 2023 Barons-Eureka-Warner FCSS Budget as presented.

Carried Unanimously

M.H.
24

New Business

Canadian Mental Health Association Animators and Grants

Rural Mental Health Network funding has historically been applied for and received by FCSS.

K. Weaver described in detail the parameters for the Rural Mental Health Network as well as how it relates to FCSS funding mandates.

Executive Director Annual Performance Evaluation

M. Harris noted it is time for the Executive Director's annual evaluation. The evaluation committee requires the Board Chair and three Board members to form a committee.

G. Bekkering moved the Board appoint, M. Harris, D. Degenstein, L. Hickey, and L. Montina with B. Chapman as an alternate to the Executive Director Evaluation Committee.

Carried Unanimously

The Executive Director Evaluation Committee will meet on Wednesday September 6, 2023, at 2:00 p.m. prior to the regular board meeting.

M. Harris will send out the information to the Committee prior to the meeting.

Round Table

P. DeBow explained to the Board how Mike, Kaitlynn and Petra provide intake and system navigation to the residents of our municipalities. Petra shared a story with the Board.

K. Weaver, P. DeBow, and M. Fedunec left the meeting at 5:19 p.m.

FCSS Board Portal access was explained in detail to the Board. For any issues call L. Hashizume.

Z. Morrison reminded the Board Members of the Strategic Planning to be held June 20, 2023, Coyote Flats in Picture Butte. The Board was requested to complete the Pre-Retreat Board Survey and return it to L. Hashizume by Friday June 9, 2023, at noon.

L. Nilsson left the meeting at 5:31 p.m.

Closed Session

G. Bekkering moved the Board move in-camera, based on the Governance Policies-Board Meeting in Absence of the Public, at 5:31 p.m.

Carried Unanimously

M.H.
M

Linda Hashizume and Evelyn Florence-Greene left the meeting at 5:31 p.m.

D. Degenstein moved the Board move to regular session at 6:14 p.m.
carried Unanimously

G. Bekkering moved the Board approve a 3% salary grid increase for permanent employees, excluding the Executive Director, retro-active from April 1, 2023.
Carried Unanimously

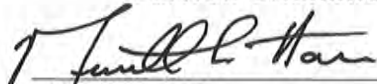
Date of Next Meeting

The date of the next regular Board meeting will be September 6, 2023, at the Coaldale Hub (2107-13th Street) in-person and online (via Teams) starting at 4:00 p.m.


Adjournment

D. Doell moved the meeting adjourn at 6:19 p.m.

Carried Unanimously



Chairperson



Executive Director

Barons-Eureka-Warner Family & Community Support Services (FCSS)
Minutes of Board Meeting – Wednesday, September 6, 2023
Coaldale Hub (2107-13th Street)
In-person and Online

Attendance (in-person)

Board Members:

Bekkering, Garth – Town of Taber
Chapman, Bill - Town of Coaldale
Degenstein, Dave – Town of Milk River
Doell, Daniel – Village of Barons
Feist, Teresa - Town of Picture Butte
Foster, Missy – Village of Barnwell
Harris, Merrill – M.D. of Taber, Board Chair
Heggie, Jack – County of Warner
Hickey, Lorne – Lethbridge County
Jensen, Kelly – Town of Raymond
Kirby, Martin – Village of Warner
Nilsson, Larry – Village of Stirling
Plumtree, Margaret - Town of Vauxhall

Attendance (on-line):

Jensen, Melissa – Town of Nobleford

Absent – Board Members

Montina, Lyndsay – Town of Coalhurst
Payne, Megan – Village of Coutts

Staff (in-person):

Morrison, Zakk - Executive Director
Petra DeBow - Manager
Florence-Greene, Evelyn – Accounting Assistant
Hashizume, Linda – Executive Assistant

Call to Order

M. Harris called the meeting to order at 4:06 p.m.
Carried Unanimously

Approval of Agenda

L. Hickey moved the Board approved the agenda as presented.
Carried

Minutes

J. Heggie moved the minutes of the June 6, 2023, FCSS Board meeting be approved as presented.
Carried

BE
M

Delegation

Kimberly Lyall – Strategic Plan Presentation

Kimberly Lyall & Zakk Morrison reviewed the following:

- Draft Strategic Plan 2023-2026
- Strategic Planning Data 2023
- Strategic Planning Retreat 2023 – feedback

The Board discussed the Draft Strategic Plan 2023-2026.

D. Degenstein Moved the Board adopt the Draft Strategic Plan for 2023-2026 as presented.

Carried Unanimously

Correspondence

The following correspondence was presented for information:

- 2023-05 FCSSAA Newsletter
- 2023-06 FCSSAA Newsletter
- 2023-07 FCSSAA Newsletter
- 2023-08 FCSSAA Newsletter
- 2023-06-19 – Email from Provincial FCSS Team
 - Introduction of staff
 - \$5 million increase to the FCSS program
- 2023-06-07 – Email from Mellissa Kraft, Executive Director, FCSSAA
 - Alberta Supports Stakeholder Referral Process Email
 - Seniors, Community and Social Services (SCSS) Contacts for Family and Community Support Services (FCSS) Offices across Alberta
- 2023-08-24 – Email from Judy Macknee, Executive Assistant, FCSSAA
 - Attached: Understanding and Responding to the Challenges Faced by FCSS Programs in Rural Alberta document
- 2023-08-04 DeBlois, Mark Retirement Letter

B. Chapman asked if there were any resolutions, we wanted to submit for the FCSSAA Annual General meeting.

Z. Morrison responded there was nothing at this time.

L. Nilsson moved to accept the correspondence be approved as presented.

Carried Unanimously

Reports

Executive Director

Z. Morrison reviewed the Executive Director's report.

The following was highlighted:

- **#YouAreNotAlone** (September is Suicide Awareness Month)
“Creating Hope Through Action” is the theme for the World Suicide Prevention Day on September 10th, 2023. This theme serves as a powerful call to action and reminders that there is an alternative to suicide and that through our actions, we can encourage hope and strengthen prevention.

T. Feist moved the Board to approve the Executive Director's Report as presented.

Carried Unanimously

Financial Report

Z. Morrison reviewed the Financial Report.

The Board discussed the monthly accounts.

G. Bekkering moved the Board approve the June 2023 Financial Report including:

- Financial statement for July 31, 2023;
- Monthly accounts for May 1-31, 2023;
- Monthly accounts for June 1-30, 2023;
- Monthly accounts for July 1-31, 2023;
- Mastercard statement for May 11 to June 14, 2023;
- Mastercard statement for June 15 to July 13, 2023;
- Mastercard statement for July 14 to Aug. 11, 2023.

Carried Unanimously

New Business

Alberta Community Partnership IC Funding Proposal

Z. Morrison reviewed the Alberta Community Partnership IC Funding Proposal.

L. Nilsson shared the Village of Stirling is looking to obtain data by conducting a region-wide community needs assessment.

Z. Morrison feels the more Municipalities that endorse the application for the Alberta Community Partnership IC Funding, the stronger the application will be.

G. Bekkering asked if this funding is outside of the FCSS funding.

Z. Morrison responded the funding is separate from FCSS funding and no matching funds are required from FCSS or Municipalities. The grant will cover the costs associated with the community needs assessment.

BCM

M. Plumtree moved the Board support the Village of Stirling's Alberta Community Partnership Intermunicipal Collaboration Barons-Eureka-Warner FCSS Proposal to conduct a region wide community needs assessment based on FCSS provincial prevention priorities.

Carried Unanimously

Provincial Funding Increase

Z. Morrison reviewed the September 6, 2023, Provincial Funding Increase Recommendation Memo.

G. Bekkering Moved the Board approve recommendations from the September 6th Provincial Funding Increase Recommendation Memo to hire program support staff to increase accessibility for parents to attend programs throughout the Barons-Eureka-Warner FCSS region.

Carried Unanimously

Information Management Policy

Z. Morrison reviewed the current Information Management Policies.

The Board discussed the updated Information Management Policies.

G. Bekkering moved the Board receive the updated Information Management Policies for information as presented.

Carried Unanimously

Round Table

FCSS Seniors Expo Oct 25, 2023, to be held at the Taber Community Centre.

Women's Farming Conference Oct 12, 2023, to be held at the Readymade Community Hall.

Drive Happiness was discussed.

Municipal Requisition rates for 2024 will be discussed at a later Board meeting.

Closed Session

D. Degenstein moved the Board move in-camera, based on the Governance Policies-Board Meeting in Absence of the Public, at 5:55 p.m.

Carried Unanimously

Zakk Morrison, Petra DeBow, Linda Hashizume, and Evelyn Florence-Greene left the meeting at 5:55 p.m.

D. Degenstein moved the Board back to regular session at 6:04 p.m.

Carried Unanimously

Linda Hashizume and Evelyn Florence-Greene returned to the meeting at 6:05 p.m.

D. Degenstein moved the Board approve a 3% salary increase, not to be placed on the grid, but above the current level 7 of the Executive Director's grid, retro-active from April 1, 2023.

Carried Unanimously

Date of Next Meeting


The date of the next regular Board meeting will be October 4, 2023, at the Coaldale Hub (2107-13th Street) in-person and online (via Teams) starting at 4:00 p.m.

Adjournment

L. Hickey moved the meeting adjourn at 6:09 p.m.

Carried Unanimously


Chairperson


Executive Director



OLDMAN RIVER REGIONAL SERVICES COMMISSION

BOARD OF DIRECTORS' MEETING MINUTES

Thursday, June 1, 2023 – 7:00 p.m.

ORRSC Conference Room (3105 - 16 Avenue North, Lethbridge) or ZOOM Virtual Meeting

BOARD OF DIRECTORS:

Colin Bexte (Virtual) Village of Arrowwood
Kent Bullock (Absent) Village of Barnwell
Dan Doell (Absent) Village of Barons
Mike Wetzstein (In Person) Town of Bassano
Ray Juska (In Person) City of Brooks
Roger Houghton (In Person) Cardston County
Allan Burton (In Person) Town of Cardston
Sue Dahl (In Person) Village of Carmangay
James F. Smith (Absent) Village of Champion
Brad Schlossberger (In Person) Town of Claresholm
Jesse Potrie (In Person) Town of Coalhurst
Tanya Smith (In Person) Village of Coutts
Dave Slingerland (Absent) Village of Cowley
Dave Filipuzzi (Virtual) Mun. Crowsnest Pass
Dean Ward (Virtual) Mun. Crowsnest Pass
Stephen Dortch (Absent) Village of Duchess
Gordon Wolstenholme (In Person) Town of Fort Macleod
Mark Peterson (In Person) Village of Glenwood
Suzanne French (Absent) Village of Hill Spring
Morris Zeinstra (Absent) Lethbridge County

Brad Koch (Absent) Village of Lomond
Gerry Baril (In Person) Town of Magrath
Peggy Losey (In Person) Town of Milk River
Dean Melnyk (Virtual) Village of Milo
Victor Czop (Virtual) Town of Nanton
Marinus de Leeuw (Absent) Town of Nobleford
Teresa Feist (In Person) Town of Picture Butte
Tony Bruder (In Person) M.D. of Pincher Creek
Don Anderberg (In Person) Town Pincher Creek
Ronald Davis (Absent) M.D. of Ranchland
Neil Sieben (In Person) Town of Raymond
Don Norby (Absent) Town of Stavely
Matthew Foss (Absent) Village of Stirling
John DeGroot (In Person) MD of Taber
Raymond Coad (Absent) Town of Vauxhall
Christopher Northcott (In Person) Vulcan County
Richard DeBolt (In Person) Town of Vulcan
David Cody (In Person) County of Warner
Marty Kirby (Absent) Village of Warner
Evan Berger (Absent) M.D. Willow Creek

STAFF:

Bonnie Brunner Senior Planner
Mike Burla Senior Planner
Ryan Dyck Planner
Carlin Groves CAD/GIS Technologist
Steve Harty Senior Planner
Diane Horvath Senior Planner
Raeanne Keer Executive Assistant

Maxwell Kelly Planner
Lenze Kuiper Chief Administrative Officer
Jennifer Maxwell Subdivision Technician
Kattie Schlamp Planner
Tristan Scholten Intern Planner
Gavin Scott Senior Planner
Jack Shipton Planner

Chair Gordon Wolstenholme called the meeting to order at 7:00 pm.

1. APPROVAL OF AGENDA

Moved by: Richard DeBolt

THAT the Board adopts the Agenda for June 1, 2023, as presented.

CARRIED

2. APPROVAL OF MINUTES

Moved by: Peggy Losey

THAT the Board approves the meeting minutes of March 2, 2023, as presented.

CARRIED

3. BUSINESS ARISING FROM THE MINUTES

There was no business arising from the minutes.

4. PRESENTATION

a. 2022 Financial Statements & Auditor's Report – Derek Taylor, KMPG LLP

Derek Taylor, of KMPG LLP, presented the 2022 Financial Statements and Auditor's Report to the Board.

5. REPORTS

**a. 2022 Annual Report
- Financial Performance Presentation**

L. Kuiper, Chief Administrative Officer, presented the 2022 Annual Report and Financial Performance to the Board.

Moved by: Gerry Baril

THAT the Board of Directors have reviewed and ratified the Executive Committee Approval of the ORRSC Annual Report and Financial Statements for the Year ending December 31, 2022.

CARRIED

b. Executive Committee Report

Chair Wolstenholme presented the Executive Committee Report to the Board.

6. BUSINESS

a. Staffing Update

L. Kuiper introduced Jack Shipton, Planner, and Tristan Scholten, Intern Planner, to the Board as new staff to ORRSC.

L. Kuiper also noted that Kattie Schlamp and Maxwell Kelly have both been promoted from Assistant Planner to Planner.

- b. **Subdivision Activity**
 - **As of April 30, 2023**

L. Kuiper presented the Subdivision Activity statistics as of April 30, 2023 to the Board.

- c. **ORRSC Periodical – Temporary Uses**

G. Scott, Senior Planner, presented information on the upcoming ORRSC Periodical topic, Temporary Uses.

7. ACCOUNTS

- a. **Balance Sheet and Comparative Income Statement**
 - **As of April 30, 2023**

L. Kuiper presented the Balance Sheet and Comparative Income Statements as of April 30, 2023.

Moved by: Roger Houghton

THAT the Board approves Balance Sheet and Comparative Income State, as of April 30, 2023, as presented.

CARRIED

8. NEXT MEETING – Thursday, September 7, 2023

9. ADJOURNMENT

With no further questions and nothing further to discuss, Chair Gordon Wolstenholme adjourned the meeting, the time being 7:40pm.



Gordon Wolstenholme, Chair



Lenze Kuiper, Chief Administrative Officer

From: Colleen Bianchi <colleenbianchi@outlook.com>
Subject: MR Health
Date: Nov 5, 2023 at 5:17:37 PM
To: Scott MacCumber <smccumber@kaiserpermanente.org>, Joan Hughson
Division1@fortymm.com, A Michaelis <amichaelis@kaiserpermanente.org>, David
Cody <dcody@warnerbrothers.com>, Austin Hook <austinhook@kaiserpermanente.org>, Judy
Gaehring <judygaehring@kaiserpermanente.org>, Shaylin Hoyt
Shaylin.Hoyt@kaiserpermanente.org, Emma/bob Hulit
emulit@kaiserpermanente.org, Shawn Rodgers <shawn.rodgers@kaiserpermanente.org>
Sharon Thompson <sharon.thompson@kaiserpermanente.org>
derekgramp48@gmail.com, christinelatimer@msn.com, Lynsey
Robinson <lynseyrobinson@kaiserpermanente.org>, lynnebrower@yahoo.ca
Cc: sweetgrasstripie@outlook.com

Milk River Health Professionals Attraction & Retention Committee Minutes OCT 3, 2023

In Attendance: Scott MacCumber, David
Cody, Anne Michaelis, Derek Baron, Dr. Pieter
Meyer, Shay Hoyt, Lynsey Robinson, Lisa Balog,
Christine Latimer, Judy Gaehring, Colleen Bianchi

WELCOME The meeting was called to
order at 5:00p.m by Scott

AGENDA Christine made motion to accept
agenda Carried.

Minutes of Previous Meeting: Derek made a motion
to accept the minutes of Sept 5, 2023, so no "s" in
Meyer, as corrected. Carried.

UPDATE from **HEALTH CENTER** and
CLINIC:

-Dr Meyer has found a house

-Dr Meyer clinic hours are Monday mornings thru to Friday to 5pm

-Dr Aweke is not coming yet still been delayed. We understand that Dr Awekw will start in Brooks Nov1st. for 6 weeks

-Still No Lab or Xrays after 4 pm or weekends.

Liver Lab work is sent to Lethbridge

--SHAY reported

-AHS system still working on setting up "Connect Care" for Nov 5th

-2 nurses are to taking the Course for the MR Health Center plus 2 more nurses plan to; this plan will help keep DR Meyer in clinic, since the nurses are able to order prescriptions/x-rays/ simple lab work on their own.

- have two new RN nurses

-Remodeling the Health Center Reception area

- Drug storage changed

- AHS wants to cut the Clerk Unit budget

- Milk River ER has only 1 RN

- no one is in the Health Center Pharmacy

- Long Term has locked door system

[someone has to open the door]

- psychiatrist is coming to Milk River, once a month

- AHS > Rural Investment Fund for housing for RN's

Scott contacting them

5. FINANCIAL REPORT:

Bank Account -\$6148.56

GIC's --\$13,470.93

TOTAL \$19,619.49

Derek made a motion to accept the report.

Motion Carried

6.OLD BUSINESS:

A. Doctor Suite- Scott has 4 sets of sheets/4 quilts and a hamper. \$56.00 for Shay to spend

B. Doctor Recruitment Update- Dr Akewe delayed

C. Housing Financial – Coutts & Milk River -\$2,500 each; Warner -\$2500 ; County of Warner - \$5000

Discuss that the Ridge County village Lodges may be a temporary consideration – Dryland in Warner

- Wheatland

in Coutts

D. Committee Webpage –Christine is working on this

E. ER Coverage – “covered”

F. REFRESH/RESTART – 'on hold'

G. Rental Housing Shortage-

7. PROJECTS:

**** Support of Healthcare Workers*****

October 8-International Podiatry day

10-World Mental Health day

16- World Spine day

16—22 – Combined Lab/X-ray Tech

Week

17- Pharmacy Technician day

18- Healthcare Aide day

23- 29 Respiratory Therapy week

23-29 – Massage Therapy week
27-World Occupational Therapy

day

David Cody moves to spend for \$200, so that 4 people [healthcare workers as above] are drawn to receive \$50 in “Milk River Gift Certificates” to use in Milk River local businesses. Motion Carried

** Locum Welcome Packages – good

** Healthcare Services Book –working
project

** “Housing ” Committee- are meeting

Oct 11

** School Awards -done

** Employee Scholarship – Support of
Healthcare Workers -

Scott moves to pay \$160 for texts books for the nurses doing the Course already approved. Carried
[positive 'feedback' of RN's]

** RhPAP – Lysney

--Learning Series about International Nurses Oct 26

--High School EVENT “How do I get there”?

For students looking for a career -Oct 24
-6:30pm

-- There is a Grant of \$1000 under PhPAP . **Will apply for this in 2024

Question should PhPAP be recruiting?

-- “RESIDE” is under review –Scott says expand the program

**** Fundraising NEEDED “on Hold”**

Ann gave report from the September
Edmonton Convention -2023

Code Blue in Rural Communities

8 hospitals have had ER closure
situations

Cold Lake has funds that can give large
dollar bonus, funding of renting a apartment for
1 doctor, give free memberships for local golf
course & etc

Boyle population is around 950, same
issues as our area. The local MLA is on their
local A & R committee

Northern area are working together as a
region on their Doctor shortages.

AHS pulling recruiting posters off

websites

8.NEW BUSINESS:

Next meeting Nov 7 at 5pm

Christne/Derek Adjourned 6:50 pm

Request for Decision

Mayors Report

November 14, 2023



RECOMMENDATION

That the Mayors Report for November 14, 2023, be accepted as information.

LEGISLATIVE AUTHORITY

BACKGROUND

Mayor Liebelt will provide a report from the Mayors Desk.

RISKS/CONSEQUENCES

1. Council may provide further direction on any item contained in the report. Council shall be specific in the direction it provides.

FINANCIAL CONSIDERATIONS

None

ATTACHMENTS

1. Chief Mountain Regional Solid Waste Services Commission
2. Riverside Community Golf Society

**MINUTES OF THE CHIEF MOUNTAIN REGIONAL SOLID WASTE SERVICES COMMISSION MEETING HELD
SEPTEMBER 13, 2023, AT THE TOWN OF MAGRATH.**

Members Present:

Brian Wickhorst – Village of Glenwood
Byrne Cook – Town of Magrath
Larry Liebelt – Village of Warner
Gary Bikman – Village of Stirling
Allan Burton – Town of Cardston

Tanya Smith – Village of Coutts
Wayne Harris – Cardston County
Bryce Coppieters – Town of Raymond
Randy Taylor – County of Warner

Others Present:

Marian Carlson – SEO
Suzanne Pierson – Secretary/Treasurer

Lee Beazer – Operator

Commenced at 5:00 pm

Gary Bikman in the Chair.

AGENDA

Randy Taylor moved that the agenda be adopted as presented. Carried

MINUTES

Wayne Harris moved that the minutes of the July 12, 2023, regular board meeting be adopted as presented. Carried

NEW BUSINESS

The SEO reported that she and the Operator met with the Town of Raymond to discuss repairs to the Raymond Transfer Station. The current recommendation is to install a wind fence on the West and a catch fence on the East. The Operator is working to get a quote for the work and bring the information back to the next board meeting. The board would like the Operator to get bids from local businesses that build wind fences.

The SEO advised that a discussion occurred regarding the potential relocation of the Raymond Transfer Station. It is recommended that the board support an application by Raymond to the Alberta Community Partnership (ACP) grant for the initial relocation planning. This grant is a non-matching grant for non-capital projects. It would require a letter of support from municipalities and the Commission. The application is due by October 2, 2023, for a maximum of \$200,000. Suzanne will email the CAOs of each municipality asking for a letter of support regarding the application for the ACP grant, with funds being used to conduct a regional study of transfer station locations and feasibility.

23-11 Byrne Cook moved to send a letter of support for the ACP grant application. Carried

SEO advised that she has met with Cardston, Magrath, and Raymond to discuss their recycling programs and the opportunities for enhancement, partnership or support of those programs. She is still investigating alternative methods throughout the region.

The SEO presented the update on the Strategic Plan for the board to review. She has been developing the website and looking for some nice pictures within the Commission.

Bryce Coppieters moved to approve the SEO's report. Carried

The Operator reported that 891.06 tonnes of waste were delivered to the Landfill in July 2023 and 979.36 tonnes in August, making the year-to-date total 6,754.87 tonnes.

The Operator advised that the Commission may have water issues next Spring as the spring run-off will be emptying directly into the new cell. He would like to do some preventative excavation to divert this water from entering the cell. Darren Wilde, the engineer, will be coming to estimate the cost of digging a new trench to keep the cell dry.

23-12 Allan Burton moved to allocate a maximum of 20,000 towards redirecting the water at the Landfill. Carried

The Operator advised that a transmission was lost on the 2021 Peterbilt Semi-truck.

Wayne Harris moved to approve the Operator's report. Carried

Financial Statement

The Financial Statements for June 30, 2023, and July 31, 2023, were reviewed.

Tanya Smith moved to accept the June 30, 2023, and July 31, 2023, Financial Statements. Carried

Approval of Bills

Bills for July and August 2023 were reviewed.

Bryce Coppieters moved to approve the bills for July and August 2023. Carried

The Year-to-date Budget was presented as of August 31, 2023.

Allan Burton moved to approve the Year-to-Date Budget as of August 31, 2023. Carried

The County of Warner is converting to EFT Payments and would like the Commission to send in bank information to accommodate this change. Allan Burton would like the policy checked and adjusted to pay and receive EFT transfers if necessary.

The SEO discussed setting up direct deposits to ensure payments are received on time and less time is spent finding authorized people to sign cheques.

Tanya Smith excused at 6:23 p.m.

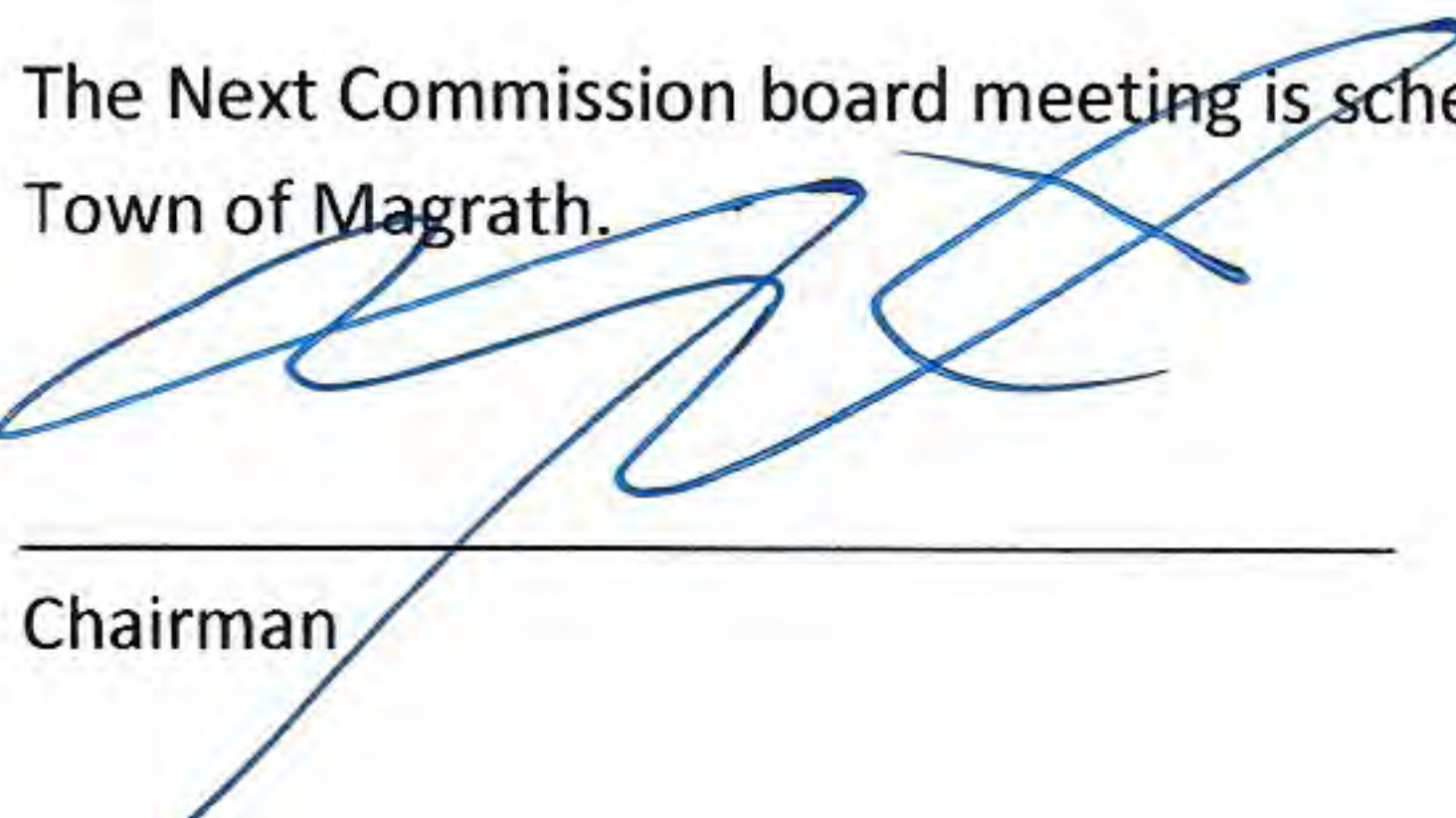
- 23-13 Allan Burton moved to sign the Customer Automated Funds Transfer (CAFT) Agreement with 1st Choice Savings and Credit Union Ltd. Carried

ADJOURNMENT

Byrne Cook moved the meeting adjourned.

Adjournment at 6:28 p.m.

The Next Commission board meeting is scheduled for Wednesday, October 11, 2023, at 5:00 p.m. in the Town of Magrath.



Chairman

Riverside Community Golf Meeting 2023

- Meeting called to order November 6 @ 7:05 pm
- Attendance- Doug, Beth, John, Layne, CJ and Kristin
- Minutes read by Kristin, Beth moves to accept the minutes as information-carried
- Treasurer's Report read by John. Layne moves to accept the Treasures report as info. -carried

Old Business

- Campground Update- Bank account has been opened Nov 1st.
- Restaurant Update – liquor license/food handling license up to date. One pepsi cooler quit working, Doug will contact pepsi to come and repair.
- Visitor Centre Update- Larry and Doug blew the sprinkler system out.
- Insurance Claim – no update
- Course closure – sprinklers are blown out, pond fountains are put away, Layne sprayed the greens to prep for tarps tomorrow, Nov 7th.
- Grants – tree quote and sprinkler controller are on going with Town of Milk River's grant writer
- Town Meeting – lease agreement is due. Doug will follow up with Kelly
- Bowling League – League will run this year on Thursdays with 9 teams. Natasha is working Thursdays to bar tend/cook. Doug is working two bowling parties this weekend.
- Martin Deerline will contact us when they are coming to get our reels to service them for spring
- Harvest Hosts – is registered and has been used.

New Business

- Corvette Ticket Dates- Kristin will look for volunteers Dec. 31- Jan 4
- Tiles in the ladies bathroom are falling off
- Federal Student Program – Doug will talk to the grant writer
- Pro Shop Sales Items – keep in mind for new year to be ready for spring
- Washroom Building – Doug picked it up, Keith Losey will help repair. Spring project to plumb in water.
- Lightspeed Course Program – look into using their credit/debit system. John will look at Moneris cost.
- Utilities – Town has gotten us a better rate
- Society's annual return- Doug has filed this
- AGM – Has been postponed till Dec 12th @ 7pm. Kristin will check if we can still use the council chambers that day.

AED monthly testing

Next meeting Tuesday, Dec 12, 2023 @ 7pm following the AGM.

Motion to adjourn by Beth - Carried.