



**AGENDA
REGULAR COUNCIL MEETING
VILLAGE OF BEISEKER**

April 14 2025, 700 1st Avenue, Beiseker AB T0M 0G0 and Online 7:15 pm

1. **Call to Order**
Treaty 7 Acknowledgment
2. **Adoption of Agenda**
3. **Adoption of Previous Minutes**
 - a) *Minutes of the March 24, 2025 Regular Council Meeting*
4. **Delegation**
 - a) *Melanie McCullough, Resident – Animal Control Bylaw # 2024-10 – Penalties*
5. **Staff Report**
 - a) *Fire Department*
 - b) *CAO Report - Written*
6. **Financial Reports**
 - a) *Cheque Listing to April 10 2025*
7. **Business Arising From Minutes (Old Business)**
 - a) *Waste Management Bylaw 2025-04 – Res#2025-080 (March 24, 2025) Wise – Made motion to Table Bylaw 2025-04 to the April 14, 2025 Regular Council Meeting.*
 - b) *Water Pump Purchase Res #2 – Res#2025-082 Ledoyen – Made motion that CAO Leslie obtain at least two more quotes for the purchase of the water pump and motor to replace the water pump that is currently not operational at Water Reservoir #2.*
 - c) *Installation of Internet at the Transfer Site for Onsite Purchases – Res#2025-071 Ledoyen – made motion to have CAO Leslie provide 2 (two) more quotes for installation of Internet Service at the Transfer Site to accommodate debit/credit payments.*
8. **New Business**
 - a) *Waterline Repair at Friendship Park*
 - b) *Tri-Community Enforcement Budget*
 - c) *The Junction – Phase 2 Development Agreement*
 - d) *Letter from Minister McIvor – Municipal Affairs – Bill 50 Tabled*
9. **Council Reports**
 - a) *Mayor David Ledoyen*
 - b) *Deputy Mayor Nikki King*
 - c) *Councillor Warren Wise*
 - d) *Councillor Trevor Snyder*
 - e) *Councillor Les Spurgeon*
10. **Closed Session**
 - a) *RFQ – Security and Fire Alarm Panel Upgrades – Res #2025-058 – King – for CAO Leslie to provide up to three quotes for security/fire panel replacements before approval will be provided for upgrade quoted by current contractor. FOIP Section 16 (1)(c)(i)*
 - b) *CAO Evaluation – 2024 – FOIP Section 17 (4) (f)*
11. **Adjournment**



**MINUTES OF THE REGULAR MEETING OF COUNCIL
VILLAGE OF BEISEKER
HELD ON March 24, 2025
At 7:15 pm Online and 700 1st Avenue, Beiseker AB T0M 0G0**

PRESENT

Mayor, David Ledoyen	Councillor Les Spurgeon
Deputy Mayor, Nikki King	Councillor Trevor Snyder
Councillor, Warren Wise	CAO, Heather Leslie

1. Call to Order

Mayor Ledoyen called the meeting to order at 7:15 pm.

Treaty 7 Acknowledgement

2. Agenda

Res#2025-065

Councillor Wise made motion to approve the amended and revised Agenda of the March 24, 2025 Regular Council Meeting:

- Change: Item 7 to Item 8
- Add: Additional Information for 8b) 2025 Municipal Election
- Add: 8j) Water Pump Purchase Res #2

CARRIED

3. Adoption of the Previous Minutes

a) Minutes of the March 10, 2025 Regular Council Meeting

Res#2025-066

Mayor Ledoyen made motion to adopt the minutes of the March 10, 2025, 2025 Regular Council Meeting as presented.

CARRIED

4. Delegations

a) Devin Diano, CEO and Director of Planning and Elliot Hall, GIS Coordinator – Presentation of the Palliser Regional Municipal Services Membership

Res#2025-067

Deputy Mayor King made motion to table the decision to agree to the membership terms with Palliser Regional Municipal Services to the July 2025 Regular Council Meeting.

CARRIED

5. Staff Reports

a) Fire Department – Verbal Report

Lost internet connection at 8:05 pm (stopped proceedings)

Re-connected to internet at 8:08 pm

b) CAO Report – Written Report

Res#2025-068

Councillor Wise made motion to accept the staff reports as presented.

CARRIED

6. Financial Reports

a) Cheque Listing to March 19 2025

Res#2025-069

Mayor Ledoyen made motion to approve the Cheque Listing to March 19 2025 as presented.

CARRIED



7. **Business Arising from Minutes (Old Business)**

- Res#2025-070 a) **Mailing Charge for Utility Bills – Tabled from January 27 2025 RES#2025-006**
Mayor Ledoyen made motion to table Item 7a) Mailing Charge for Utility Bills RES#2025-006 to the May 26, 2025 Regular Council Meeting. CARRIED

8. **New Business**

- Res#2025-071 a) **Internet Service at the Transfer Site**
Mayor Ledoyen made motion to have CAO Leslie provide 2 (two) more quotes for the installation of Internet Service at the Transfer Site to accommodate debit/credit payments. CARRIED
- Res#2025-072 b) **2025 Municipal Election**
Deputy Mayor King made motion to appoint Gail Peckham as Returning Officer and Heather Leslie as Deputy Returning Officer for the 2025 Municipal Election. CARRIED
- Res#2025-073 *Mayor Ledoyen made motion to acknowledge Wednesday, October 15, 2025 from 10am to 8 pm as Advance Voting Day for the 2025 Municipal Election.*
- Res#2025-074 *Deputy Mayor King made motion that the mandatory Elected Officials Training for all Councillors elected in the 2025 Municipal Election (whether incumbent or newly elected) will be offered in one online session that includes both Part A and Part B of the training before the October 27th, Organizational Meeting of Council.* CARRIED
- Res#2025-075 c) **Commercial Curbside Recycling – Record Motion to Offer Free Commercial Recycling at the Transfer Site from April 1 to April 30 2025**
Mayor Ledoyen made motion to that the Village of Beiseker offer of free commercial recycling at the transfer site from April 1 to April 30 2025 as a result of the Alberta Government's EPR changes and shortage of notice of this change. CARRIED
- Res#2025-076 d) **Alberta Policing Legislation Information Update**
Councillor Wise made motion to accept the Alberta Policing Legislation Information Update as Information. CARRIED
- Res#2025-077 e) **Community Futures Wildrose Publication**
Councillor Spurgeon made motion to accept the Community Futures Wildrose Publication as information and requested that the monthly publication be brought to Council and be made available to the public. CARRIED
- Res#2025-078 f) **Fees and Schedules Bylaw 2025-03 – Revision 1 to Schedule A – Recycling and Garbage Changes (Reference) Alberta Government Extended Producer Responsibility Program**
Councillor Snyder made a motion for the following changes to Schedule A of Bylaw 2025-03 2025 Fees and Schedules bylaw with a note that these changes go into effect as of April 1, 2025:
Section 3. Garbage and Recycling
Change the word "bin" to "cart" in Section 3.
Change: Residential Recycling Curbside Collection – No charge after April 1, 2025
Change: Commercial Recycling Curbside Collection – No commercial/industrial curbside collection after April 1, 2025; Remove: Extra Waste Tags \$5.00 each. CARRIED
- Res#2025-079 g) **Waste Management Bylaw 2025-04 (Rescinds 2022-07) Reference Alberta Government Extended Producer Responsibility Program**
Mayor Ledoyen gave Bylaw 2025-04 Waste Management Bylaw first reading. CARRIED
- Res#2025-080 *Councillor Wise made motion to table Bylaw 2025-04 Waste Management Bylaw to the April 14, 2025 Regular Council Meeting.* CARRIED



Res#2025-081 **h) Water/Wastewater Capacity Plan**
Councillor Spurgeon made motion to approve in principle, the Water/Wastewater Capacity Plan that essentially provides a plan for engineering and eventual construction design and costs of the expansion/repair of both the Beiseker Lagoon and Water Reservoir #2. **CARRIED**

Res#2025-082 **i) Water Rate Increases February Billing**
Mayor Ledoyen made motion to credit utility accounts with the \$0.10 per cubic meter of water used by each property (based on the calculation of Total Cubic Meters consumed between December 19 2024 and February 26 2025 / 70 days of billing = Average cubic meters consumed per day x 13 days x \$0.10) on the April 2025 Utility Billing and that in future, motions by Council to increase fees will include the date they are effective (consumption period vs. billing period). **CARRIED**

Res#2025-083 **j) Water Pump Purchase Res2**
Mayor Ledoyen made motion that CAO Leslie obtain at least two more quotes for the purchase of the water pump and motor to replace the water pump that is currently not operational at Water Res#2. **CARRIED**

9. Council Reports

- a) **Mayor Ledoyen – Written Report**
- b) **Deputy Chief King – Verbal Report**
- c) **Councillor Wise – Verbal Report**
- d) **Councillor Snyder – Verbal Report**
- e) **Councillor Spurgeon – Verbal Report**

Res#2025-084 *Mayor Ledoyen made motion to accept the Council Reports as presented.* **CARRIED**

10. Closed Session

None

11. Adjournment

Mayor Ledoyen adjourned the meeting at 10:14 pm.

Mayor, David Ledoyen

CAO, Heather Leslie

Item 4a

COUNCIL NOTES – COMPLAINT – MELANIE CHRISTENSEN – April 14, 2025

The attached is the content of an email sent to beiseker@beiseker.com, dated March 30, 2025 and received at 10:35 am on Monday, March 31, 2025. The email was responded to by Administration at 10:48 on March 31, 2025. By April 1, 2025, Ms. Christensen received instructions for delegations per the Council Procedural Bylaw. Administration requested confirmation in writing whether Ms. Christensen wanted to hold this in public or closed session and suggested that she redact the name of the person named in her email for privacy purposes. On April 1, Ms. Christensen advised that she wanted the matter held in public forum and she wanted 'no changes to my letter'. She also advised that she would like to address Council verbally during the Regular Council Meeting.

Administration/Enforcement addresses the concerns raised by Ms. Christensen as follows:

- Excessive and Unwarranted Penalties – Bylaw 2024-10 Animal Control bylaw was enforced as it pertains to unpaid Pet Licenses.
- Cannot revoke the tickets because the situation was published in the Newsletter – Enforcement denies saying this to Ms. Christensen. On February 25, when Ms. Christensen's husband came to the Village Office to discuss this issue, he was informed that our **normal practices** are not to quash Municipal Violation Tags after they have been issued to ensure we are upholding the will of Council (who passes bylaws).
- Other residents who had tickets ultimately dismissed - A number of Violation Tags for the non payment of animal license fees were quashed. The reason for this decision has been recorded (in each case) on file. For 2025, recipients of the Violation Tags contacted Beiseker Enforcement and after discussion and investigation, tags were quashed as follows:
 - Missed payment. Village had not received notification of the payment. We called the bank and tracked the payment back to the resident.
 - Pets had passed away - Village had not been notified
 - Resident (renter) had moved and Village was not notified
 - Contact information on the courtesy email was incorrect and bounced back.
 - Resident was new to the Village and wasn't aware of the bylaw/fee
 - Animals had been re-homed and the Village wasn't notified

As far as we know, no similar circumstance occurred with Ms. Christensen

- City of Calgary sends email reminders – Village has record of an email sent to Christensen on December 17 2024 at 1:43 pm. Email reminders were sent to all pet license holders who the Village has an email address for. Reminders were posted in the Newsletter and on the Village Board. On February 13 2025 we called some pet owners to remind them that pet licenses were past due, but time did not permit us to call everyone who had not paid their animal licenses. We consider this reminder a courtesy that we are more than happy to uphold depending on the time available to provide it. It is our understanding that Christensen did not receive a phone call. We provided a two week grace period after January 31 2025 before late fees/Violation Tags were issued.
- Concerned that this could escalate to a Provincial Ticket – Enforcement is carrying out the provisions of Bylaw 2024-10 Animal Control Bylaw. Since arrangements for payment of Violation Tag have been made (see below), unless Municipal Violation Tag is not paid for, there would be no reason to issue a Provincial Violation Ticket.
- Personal Information shared without Ms. Christensen's consent – On February 25 2025 when Christensen's husband came to the Village office to discuss the Violation Tag, the only people in the office were staff. The person named on Ms. Christensen's email is not known by any staff member of the Village of Beiseker.
- On February 25 2025 Ms. Christensen's husband made arrangement with Beiseker Administration/Enforcement to pay the Violation Tag penalties 'over time'. This was agreed to (CAO approved) and an Accounts Receivable was set up with an invoice that was due by the end of July 2025. It was our understanding that this would be paid off in \$100 increments, but no amount has been paid on the account since (April 3 2025). The license fee (rate after January 31 2025) was paid on February 20 2025.

From: Melanie Mccullough - Christensen <meltawaywithmel@gmail.com>

Sent: Monday, March 31, 2025 10:35 AM

To: Heather Leslie <beiseker@beiseker.com>

Subject: Dog licence fees

March 30, 2025

Village of Beiseker

Attn: Council

Dear Council Members,

I am writing to formally request that my dispute regarding the fine for late payment of my dog licenses be brought before Council for review. While I acknowledge that I paid the required \$30 for the licenses and an additional \$30 late fee, I find the issuance of further penalties to be excessive and unwarranted.

I was informed by Donna, the Village Bylaw Officer, that Council advised her she could not revoke the tickets because the situation was published in the newspaper.

Additionally, I have spoken with several residents who received phone calls reminding them of late payments, as well as others who were issued similar tickets that were ultimately dismissed. This inconsistency in enforcement raises concerns about fairness and impartiality.

Upon further research, I discovered that the City of Calgary sends email reminders to residents to renew their licenses and while I realize we are not the City of Calgary, implementing a similar system in Beiseker could have prevented this issue. It appears, however, that only certain individuals receive personal notices, which is concerning.

Moreover, I was alarmed to learn that if this fine remains unpaid, it could escalate into a provincial ticket with a penalty of \$1,000. This would directly impact on my ability to renew my license, as payment of the full amount would be required before renewal could be processed. Such a severe consequence for a minor infraction seems unreasonable.

Given these concerns, I respectfully request that my ticket be dismissed. Additionally, I urge the Council to review the current fine structure and notification process to ensure a fair and transparent system for all residents.

I am also deeply disappointed that my personal information appears to have been shared without my consent. Specifically, a woman named Janet Darnell informed me of the arrangements my husband made with the Village office. I would appreciate an explanation as to why this individual had access to my private matters, as I believe staff should be required to maintain confidentiality.

I kindly request to be added to the agenda for the next Council meeting to discuss this matter in person.

Thank you for your time and consideration.

Sincerely,
Melanie Christensen

Sent from my iPhone



ATCO PROJECT

We have approved an Atco Gas project that will take place ‘sometime’ during the Spring of 2025 to replace an existing Natural Gas Main line to The Junction. We assume this is in reference to Phase 2 of The Junction subdivision.

We have confirmation that there will be no service disruptions, there will be an abandoned main after the new line is installed. No public property will be affected. Sleeves will be used for crossings and a valve isolation will be by the Intersection of Highway 72 and Beacon Heights Road

QUOTES

Worked on requested quotes for Reservoir Pump, Internet Booster for the Recycling Transfer Site, and fire/security panel upgrades over the last couple of weeks.

TREE PRUNING

We proceeded with \$15k worth of tree pruning at various locations in the Village including Friendship Park, Lions Park, along highway 72, behind the Village office, at the community centre. This included the treatment of elm trees on Main Street. Rather than code separately to various departments, we put the full cost in the Parks Repair Maintenance cost code for 2025. The wood from the trees will be picked up and we are working on idea to have it aged and then cut up for the campground rather than paying for disposal at the landfill, or having to burn it.

EMERGENCY MANAGEMENT TRAINING

Attended a day-long course (Apr 2) at Rockyview County for Incident Commander training. This will be purposeful for any incident experienced in Beiseker and the May 08 Regional Exercise.

MUNICIPAL AFFAIRS

Spoke to MA Advisor regarding a call they received about the water rate increases (February Billing). I explained the measures that were taken by the Village to a) communicate with any complaints received, b) explain that applying new rates to consumption periods as

opposed to Billing periods was a standard practice, but that in future, Council Resolutions and resulting Fees and Schedules bylaw changes will reflect actual dates of increase, not necessarily the billing period. MA Advisor said that their intention wasn't to take punitive action, only to ensure the Village was aware of the concern and the requirements of the MGA in this case. MA Advisor said the Village approach to this issue was fine and that 'someone' from Municipal Affairs would get back to the complainant.

GHG REDUCTION PROGRAM

Attended the initiation meeting (March 31) and started to organize our staff and reporting requirements for this study. CAO is lead on this project and Public Works Foreman is second. The funding agreement has been reviewed and sent to Mayor Ledoyen for signature, EcoTrust is the other organization who is contributing to the funding for this project, from a building retrofit perspective. Their involvement is within the scope of the FCM agreement, so no further approvals from Council on this are required until the project is complete and the reports from the study are provided to the Village. We are starting out with site visits the 2nd bbbbbbweek of April, and are spending staff time on several aspects including interviews regarding building status, providing utility data, building plans and previous building assessments. Staff will also be involved in attending project meetings (2) during the process of the study and then final review of the reports provided by SPG. (Sustainable Projects Group). We will be providing a record of our time spent for reimbursement through the FCM Grant.

Tax Exempt Fuel User

We received a suggestion from the local UFA that the municipality register as a tax exempt fuel user for purchasing fuel for any non-licensed equipment vehicles (lawn tractors, skid steers, backhoe and tractor) where we can get a discounted price for fuel. The application was approved on April 3 2025

CAO Meeting

Met with Acme/Irricana on April 1st. Discussion included Tri-Community Enforcement budget, EPR experiences, increased experienced with bullying and harassment, development, SDAB/RARB options, municipal software, election information, assessment valuation increases in 2025.

Palliser Regional Municipal Services

Staff are planning a meeting in May 2025 to discuss the Palliser Regional Municipal Services agreement with the goal to provide Council with any recommendations or suggestions regarding Council's decision to approve the agreement in July. This will include financial considerations and internal staff meetings .

FCSS/Rec Update

- **The FCSS Annual Report for 2024** was submitted with no requirements from the Province for changes. A copy of this report will be provided to the CAO when it is received.
- **Canadian Mental Health Association Grants** – We will continue to advertise/promote this grant opportunity in hopes that a resident will be interested in completing the training/project. \
- **The following programs were delivered in March/April with great registration and volunteer assistance:**
 - Cake Pop Program – 23 Participants March 15 2025
 - Easter Event – 100 Participants (THANK YOU BEISEKER FIRE DEPARTMENT AND LOCAL VOLUNTEERS WHO CAME OUT TO HELP!) April 5, 2025
 - Airdrie Disability Resource and Awareness Centre Workshop – Neurodiversity – 17 Participants – March 17 2025

Upcoming Programs

- Closer to Home – Free Babysitting and Home Alone Programs in collaboration with the Beiseker School
- Youth Engagement Event – Planning for May 2025 (Dodgeball and Pizza)
- Seniors Painting Event – In partnership with Artsy Fartsy Studio – May event – 7 already registered.
- Colour Run- Various organizations including Meadowlark Trail - Planning for June 2025

Item 6a



VILLAGE OF BEISEKER

Cheque Listing For Council

2025-Apr-10
3:25:47PM

Cheque		Vendor Name	Invoice #	Invoice Description	Invoice Amount	Cheque Amount
Cheque #	Date					
20250171	2025-04-15	ALBERTA ELEVATING DEVICES AMUSEMENT RII	EP079956	ANNUAL FEE	131.50	131.50
20250172	2025-04-15	ASSOCIATION OF ALBERTA MUNICIPALITIES	RG202501-086	ANNUAL MEMBERSHIP	1,776.85	1,776.85
20250173	2025-04-15	BAR J HEAVY MECHANICAL	7889	TENDER MAINTENANCE	8,175.86	8,175.86
20250174	2025-04-15	BEISEKER CHAMBER OF COMMERCE	2025	ANNUAL MEMBERSHIP	25.00	25.00
20250175	2025-04-15	BRANT'S PLUMBING AND HEATING	2025243	FCM GRANT SITE VISIT	220.50	220.50
20250176	2025-04-15	CINTAS	4223255347	JANITORIAL SUPPLIES	319.53	319.53
20250177	2025-04-15	LINDE CANADA INC	48888478	MONTHLY RENTAL	88.51	88.51
20250178	2025-04-15	PITNEY BOWES LEASING	3202525545	LEASE	219.84	219.84
20250179	2025-04-15	THOMAS, GARETH	167203 INVSC214467	VEHICLE SUPPLIES UNIFORM	61.56 158.52	220.08
20250180	2025-04-15	ALBERTA FIRE CHIEFS ASSOC	IN25-304	KIDS FIRE HELMETS	163.24	163.24
20250181	2025-04-15	ALBERTA MUNICIPALITIES	20230227	APRIL PREMIUMS	5,633.98	5,633.98
20250182	2025-04-15	BRANDT TRACTOR LTD	1441966	SKID STEER MAINTENANCE	4,027.61	4,027.61
20250183	2025-04-15	CENTRATECH TECHNICAL SERVICES LTD.	156321	COMPRESSOTR MAINTENANCE	1,995.58	1,995.58
20250184	2025-04-15	CHAMCO INDUSTRIES LTD.	6024508ADR	RES 2 PUMP REPAIRS	5,563.95	5,563.95
20250185	2025-04-15	COAST TO COAST MECHANICAL CONTRACTOR	2996 3000	REPLACED OLD METER HALL MAINTENANCE	212.46 443.50	655.96
20250186	2025-04-15	DSR CONSTRUCTION LTD	120	MAINTENANCE	529.04	529.04
20250187	2025-04-15	G & D LIGHT HAUL LTD	3030	WATER SAMPLE DELIVERIES	157.52	157.52
20250188	2025-04-15	HORIZON TECHNOLOGY SERVICES	1202 1203	FEBRUARY HOSTING MARCH HOSTING	105.00 105.00	210.00
20250189	2025-04-15	KEE-LOK SECURITY SUPPLIES LTD	24787	TUNING FORK CERTIFICATION	55.12	55.12
20250190	2025-04-15	KNIBB DEVELOPMENTS LTD.	10810 10811 11809	PRESSURE VALVE REPLACEMENT PRESSURE VALVE REPLACEMENT PRESSURE VALVE REPLACEMENT	1,050.00 6,711.84 24,549.00	32,310.84
20250191	2025-04-15	METERCOR INC	22433	METERS AND ENDPOINTS	7,730.46	7,730.46
20250192	2025-04-15	MPE A DIVISION OF ENGLOBE	2590.025-00-08 2590-009-00-29 2590-024-00-11	9TH STREET JUNCTION SUBDIVISION STORMWATER PROJECT	9,638.48 207.90 49,736.40	59,582.78
20250193	2025-04-15	NAPA AUTO PARTS ACME	677-383184 677-383981	FORD SUPPLIES FORD SUPPLIES	23.64 10.12	33.76
20250194	2025-04-15	NORTH ROCKYVIEW COMMUNITY LINKS	2025	FCSS COUNSELLING REFERRAL	6,500.00	6,500.00
20250195	2025-04-15	PRECISE PRUNING LTD.	11063 11064 11065	FRIENDSHIP 15TH ST NORTH RD CENTENNIAL COMMUNITY CENTRE PRUNING	12,725.38 2,945.09 530.11	16,200.58
20250196	2025-04-15	RED LINE TRUCK 'N' TRAILER	178992 179019	GARBAGE TRUCK CVIP CORE RETURN	3,176.41 (516.60)	2,659.81
20250197	2025-04-15	SUPERIOR SAFETY CODES INC.	21649	PERMITS	987.00	987.00
20250198	2025-04-15	TOWN OF IRRICANA	005923 052617 2047	CAKW POP SOCIAL CAKW POP SOCIAL CAKE POP SOCIAL	75.47 87.49 45.94	208.90

Total 156,383.80

*** End of Report ***

COUNCIL NOTES - BYLAW 2025-04 WASTE MANAGEMENT BYLAW and BYLAW ENFORCEMENT POLICY AMENDMENT A-5– April 14 2025

Issues discussed at March 24, 2025 Regular Council Meeting after first reading of Bylaw 2025-04 Waste Management Bylaw.

2025-080	Mar 24	Wise	Made motion to table bylaw 2025-04 Waste Management Bylaw to the April 14 2025 Regular Council meeting
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Attachments include both the revised Bylaw 2025-04 and the amended Bylaw Enforcement Policy A-5.

The 2025-04 bylaw items that pertain to Enforcement and the Bylaw Enforcement policy have been reviewed in accordance with new terms in legislation (both the MGA and the Provincial Offences Procedure Act in particular). We took other municipality bylaws into consideration, contacted the Solicitor General’s office and items were also reviewed by legal counsel.

As advised by Legal Counsel, the content of this bylaw includes all applicable sections that would be required in the event of a worse-case scenario. The Enforcement Section of this bylaw should be used as a ‘template’ for any future or revised bylaws for the Village of Beiseker.

Policy A-5 (revised) explains the process for enforcement to be carried out by our Enforcement Officer.

1. Bylaw Item 3.4 and relative penalties have been changed to read:
*Garbage and Recycling Carts are to be set out on the curbside of the property no more than three days ahead of scheduled pick up and are to be returned to the property no more than four days after pick up. **Please note that this provision totals 8 days that carts can be left on public roadways.***
2. Schedule “A” was changed to reflect the request from Council for changes in amounts. The content of Schedule “A” has been changed to reflect findings from this review as stated above.

The following explains items that are recommended by Legal Counsel and are in accordance with legislation and best practices:

POLICY A-5 Explanations:

This policy is to guide the Enforcement Officer, appointed by Council to uphold the bylaws of the Village of Beiseker. In essence, and depending on the severity of the infraction especially as it relates to safety or danger and the history of the infractions, the policy provides that the Enforcement Officer will commence proceedings with a warning, and then proceed through the measures of Remedial Order/Notice of Corrective Action (if applicable), Violation Tag and then Provincial Ticket in that order.

Item 4) Mandatory Court Appearance simply means that if a matter was serious enough, the Enforcement Officer could provide Long Form Charge, which results in mandatory court

appearance. This mechanism would only be used in extreme circumstances. While we never expect to have to impose this, it is important for the protection of the Village and its' residents that this appear in our bylaws. Please note, this is still considered a "provincial violation ticket". See Section 6.21 of Bylaw 2025-04

BYLAW 2025-04 EXPLANATIONS

a) **Warnings vs. Penalties**

Schedule "A" of the Bylaw is titled "Fines in Lieu of Prosecution". Since a warning is not a fine/penalty, reference should show **in the body of the bylaw, not in the Penalty Schedule**. The lawyer suggested that if Council wants the bylaw to indicate that enforcement practice includes providing a warning for any **first time infraction that is not related to safety or dangerous in nature**, the following statement can be included in the Bylaw. **If the infraction is related to a major safety concern or is specifically dangerous in nature, the typical action from Enforcement would be to contact the Person (if possible) and impose an immediate Remedial Order (previously called an Order to Remedy). Depending on the situation, the Village may take action to remediate the dangerous situation to avoid risk to the public.**

Bylaw 2025-04 has been changed (See attached Policy A-5)

6.4 *In accordance with the Village of Beiseker Policy A-5 Enforcement Procedures, unless a contravention of this Bylaw is related to a safety issue or is dangerous in nature and specifically when a contravention is the first offence, a Warning (Verbal or Written) will be provided to the Person in contravention of this Bylaw in lieu of the issuance of a Municipal Violation Tag or Provincial Violation Ticket." A copy of the Village of Beiseker Enforcement Procedures Policy A-5 can be obtained from the Village website, www.beiseker.com, the Village Office - 700 1st Avenue, Beiseker AB, Phone 403-947-3774, email beiseker@beiseker.com.*

b) **Warnings**

Items 6.6 – 6.8 outline the process for issuing a verbal or written warning.

c) **Item 7.1**

An enforceable bylaw is required to have the following statement included pursuant to Section 566 of the *Municipal Government Act*. In the Waste Management Bylaw, this would likely never be imposed by a Judge, however, when passing a bylaw, Council should consider the absolute worst-case scenario as it pertains to infractions. In the case of this bylaw, a worst-case scenario might be that a person is disposing HIV positive needles in the Garbage Cart in order to either threaten or cause harm to an employee handling the cart. 7.1 is unchanged in this version of the Bylaw.

7.1 Any Person that violates any provision of this Bylaw is guilty of an offence and is liable upon conviction to a maximum fine of \$10,000 or in default of payment of the fine to imprisonment for a period not exceeding one year, or to both fine and imprisonment in such amounts.

d) SCHEDULE "A" – PENALTIES IN LIEU OF PROSECUTION

See Bylaw 2025-04 for the proposed version as reviewed by Legal Council. This document explains the version and hopefully addresses concerns raised by Council. Bylaw 2025-04 has been revised to acknowledge this legal advice:

- **Offence Penalties - Municipal Violation Tag**

1st Offence means the first offence **that a Municipal Violation Tag was issued**. According to Legal Counsel, this does NOT MEAN that it is the first time there was a contravention. This is important when the bylaw is being reviewed by Legal Counsel and/or the Courts during prosecution.

- **Explanation – Municipal Violation Tag**

A Municipal Violation Tag is the initial violation PENALTY imposed on a person when an offence has been committed, and it has not been remedied by the compliance date (in the case of a Remedial Order), has been repeated or the contravention was not remediated after receiving a Warning.

Section 7 of the Waste Management Bylaw speaks to 2nd and subsequent offences and resulting Violation Tag penalties.

- **If an offence is not remediated, but the Tag has been paid.** (Action is dependent on the type and severity of the offence)

Enforcement confirms that the offence was not remediated through investigation (ie: we visit the property for an unsightly property) then:

- An extension timeframe for remediation can be issued
- The Village has the option to remediate (and charge back the property) – typically only unsightly property OR
- Municipal Tags could continue to be issued until the contravention is remediated. This is when a 2nd Offence or subsequent offence penalties (listed in a Bylaw) would come into play. If a 2nd or subsequently offence penalty is not listed on the Bylaw, the amount of the 1st Offence penalty is used. In the case of 2025-04, Items 7.3 and 7.4 provide for penalty amounts when the infraction repeats within a 24 month period.

- **If a Municipal Violation Tag is NOT paid:**
 - A Provincial Violation Ticket may issued. In the Provincial Offences Procedure Act, it states that the Ticket can be issued “each day or part of a day” that the contravention continues.
 - Minimum and Maximum penalties are provided in the Penalty Listing in Municipal bylaws to advise the Peace Officer of the amounts to penalize (based on whether it is a first or subsequent offence or ticket).
- **If the offence was not remediated after a Provincial Violation Ticket has been issued**
 - Provincial Violation Tickets can continue to be issued . The *Provincial Offences Procedure Act* allows for a ticket to be issued every day, or part of a day that the offence continues to be in contravention, but this is *NOT* our practice. If there is a repeat, continuous or dangerous violation, issuing a number of Provincial Tickets can be used as incentive for compliance to the bylaw; or
 - In the case of unsightly property, the Village can choose to remediate
- **Minimum/Maximum Penalties (Explanation):**
 - The First Offence Municipal Violation Tag Penalty should be the same amount as the Minimum Provincial Ticket Penalty
 - Penalties should be in a sufficient amount to incentivise compliance to the bylaw.
 - If the matter goes to Court, the Judge may review the minimum/maximum penalties as a guide, but they have the right to impose any penalty or imprisonment in accordance with Section 566.1 of the MGA (Item 7.1 of the Waste Management Bylaw).
 - The minimum/maximum penalty takes into consideration the cost of Village legal counsel who would attend on our behalf for municipal bylaw infractions.

Please provide any additional changes to Bylaw-2024-05 or Policy A-5 or resolutions to pass these documents.

**BYLAW 2025-04
VILLAGE OF BEISEKER
WASTE MANAGEMENT AND RECYCLING BYLAW**

BEING A BYLAW OF THE VILLAGE OF BEISEKER, IN THE PROVINCE OF ALBERTA TO REGULAR THE COLLECTION, DISPOSAL AND HANDLING OF WASTE AND RECYCLING WITHIN THE VILLAGE OF BEISEKER.

WHEREAS, under the provisions of Section 7, *Municipal Government Act*, Chapter M-26, R.S.A. 2000 as amended, the Council may pass a Bylaw for the purposes of safety, health and welfare of people and the protection of people and property;

AND WHEREAS, the Village of Beiseker Council deems it necessary to pass a Bylaw to establish and maintain a waste and recycling management system throughout the municipality and to operate the system as a public utility;

NOW THEREFORE, the Village of Beiseker Council, duly assembled, enacts as follows:

SECTION 1 – SHORT TITLE

- 1.1 This Bylaw may be cited as the “Waste Management and Recycling Bylaw”.
- 1.2 Where the provisions of this Bylaw conflict with the provisions of any other Bylaw or policy of the Village of Beiseker, this Bylaw shall prevail.

SECTION 2 – DEFINITIONS

In this Bylaw the following words shall meaning as follows:

- 2.1 “*Collector*” means the person(s) who collect waste or recyclable material within the Village as an agent, contractor or employee of the Village.
- 2.2 “*Commercial Bin*” means an animal proof container provided for the storage of waste with a capacity of more than three hundred and sixty-five (365) litres and is constructed to be emptied mechanically into a collection vehicle.
- 2.3 “*Commercial premises*” means any premises that are deemed commercial, industrial, institutional, and may include an apartment dwelling or multi-dwelling properties, but not a residential property.
- 2.4 “*Enforcement Officer*” means a person appointed by Council pursuant to the *Municipal Government Act* and includes a member of the Royal Canadian Mounted Police, a Community Peace Officer or a Bylaw Enforcement Officer.
- 2.5 “*Garbage bag*” means a sturdy plastic bag specifically made to store waste for collection; usually black or green in colour. White kitchen style garbage bags are permitted.
- 2.6 “*Garbage or Recycling Cart*” means the container provided by the Village of Beiseker or their contractor that is used for the collection of waste or recycling.
- 2.7 “*Hazardous Waste*” as defined under the *Environmental Protection and Enhancement Act* and its regulations.

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VILLAGE OF BEISEKER
WASTE MANAGEMENT AND RECYCLING BYLAW**

- 2.8 “*Municipal Violation Tag*” means a ticket or similar document issued by an Enforcement Officer pursuant to the *Municipal Government Act*, R.S.A. 2000, c-M-26 as amended.
- 2.9 “*Owner*” means any Person registered as the owner of a property pursuant to the provision of the *Land Titles Act (Alberta)* and shall include a person who is purchasing a property under an Agreement for Sale.
- 2.10 “*Person*” means an individual, firm, corporation, partnership, trustee, Owner, Occupier, lessee or tenant.
- 2.11 “*Provincial Violation Ticket*” means a ticket issued in accordance with the *Provincial Offences Procedure Act*, R.S.A. c. P-34 as amended
- 2.12 “*Waste*” means any agricultural, biological, construction, general, liquid, toxic, or yard waste.
- 2.13 “*Village*” means the Village of Beiseker
- 2.14 “*Work Forces*” includes employees of the Village of Beiseker and Persons under contract to the Village of Beiseker.

SECTION 3 – GENERAL PROVISIONS

- 3.1 Waste will be collected from properties that are provided with Garbage Carts on a scheduled basis to be determined by the Village of Beiseker.
- 3.2 All waste deposited into Garbage Carts must be properly and securely bagged and the lid of the Cart must be able to be closed securely. No extra waste that does not fit into a closed Garbage Cart shall be placed for pick up.
- 3.3 Waste other than what is described in Section 3.2 will not be collected by the Village of Beiseker. Any excess garbage can be taken to the Beiseker Transfer Site where it can be disposed of for a fee as outlined in the Fees and Schedules Bylaw.
- 3.4 Garbage and Recycling Carts are to be set out on the curbside of the property no more than three days ahead of scheduled pick up and are to be returned to the property no more than four days after pickup.
- 3.5 The Owner of a Commercial Premises shall ensure that Garbage Carts (if provided) and/or Commercial Bins are:
- (a) of sufficient size and quantity to provide adequate capacity given the number of Occupants of the premises or the quantity of waste to be disposed; and
 - (b) located where they can be safely and conveniently accessed by the Occupants of the premises, vehicles and Work Forces and where they do not become a nuisance; and
 - (c) located in a storage area that is protected from wind or other weather that would impede the collection of waste;
 - (d) securely closed at all times and emptied frequently to prevent overflow and odour;

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WASTE MANAGEMENT AND RECYCLING BYLAW**

- (e) free of graffiti; and
 - (f) the area around the receptacle(s) or storage area is maintained in a clean and tidy condition at all times.
- 3.6 Commercial Premises that use Commercial Bins are not subject to Section 3.1 and 3.2.
- 3.7 The Village reserves the right to determine if waste will be collected from any commercial premises based on volume or type of waste that is being disposed. This may result in the requirement for the owner of the Commercial Premises to arrange for one or more commercial bins. The costs associated with the purchase, rental and waste pick-up of the bin is the responsibility of the Owner of the Commercial Premises.
- 3.8 If it is determined that the Village will not provide garbage services to a property because a Commercial Bin has been rented by an Owner of a Commercial Premises, the Owner shall advise the Village of Beiseker and garbage fees will not be applied to that property.
- 3.9 Commercial Bins are not permitted on residential properties unless written permission has been received from the Village Office. This permission will be in accordance with Schedule “C” – Commercial Bin Agreement. Regular Garbage Collection Fees will still apply.
- 3.10 No person shall set out for waste collection any objects such as glass, hypodermic needles, nails, knives, metal or wood splinters or any other object that could potentially cause harm to any person handling a garbage bag, unless properly contained in a puncture resistant receptacle prior to being placed out for collection.
- 3.11 All items set out for recycling collection must be reasonably clean.
- 3.12 Recycling Carts must be placed on flat ground, not on a raised platform. The Carts should be placed with the cartwheels against the curb of the street with at least 3 (three) feet of space on either side of the cart (not within 3 (three) feet of parked cars, power poles, utility boxes, fences or any other obstruction). Improperly placed carts will not be picked up.
- 3.13 Only amounts that will fit into recycling carts will be collected. Excess recycling can be taken to the recycling depot at the Beiseker Transfer Site. It is the responsibility of the landowner to dispose of excess recycling materials.
- 3.14 No curbside recycling services are provided for commercial/industrial properties.
- 3.15 A Recycling Cart and Garbage Cart will be provided to each residential property and one Garbage Cart will be provided to each Commercial/Industrial Property where the Village will be providing pick up services. Any damaged, lost or stolen carts will be replaced at the Person/Owner’s expense in accordance with the Village Fees and Schedule Bylaw. Extra Carts are available per the Fees and Schedules Bylaw.

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VILLAGE OF BEISEKER
WASTE MANAGEMENT AND RECYCLING BYLAW**

SECTION 4 – PERMITTED AND PROHIBITED MATERIALS

- 4.1 Schedule “B” outlines the types of waste and recycling that is permitted and prohibited and how each type of material can be disposed of.
- 4.2 No Person shall place for collection any prohibited material in either the Garbage or Recycling Carts.

SECTION 5 – FEES AND CHARGES

- 5.1 The fees and charges for the collection of waste and recycling as well as the fees and charges for disposal at the Village Recycling Depot and Transfer Site are listed in the Fee Schedule.

SECTION 6 – ENFORCEMENT

GENERAL

- 6.1 Any Person who contravenes any provision of this Bylaw by:
 - (a) doing something that is prohibited in this Bylaw; or
 - (b) failing to do something that is required in this Bylaw; or
 - (c) doing something in a manner different from which is required or permitted in this Bylaw, is guilty of an offence.
- 6.2 If an Enforcement Officer considers any Person or property to be in non-compliance with any provision of this bylaw, the Enforcement Officer may issue a verbal or written Warning, an Remedial Order, a Municipal Violation Tag or a Provincial Violation Ticket.
- 6.3 Nothing in this bylaw shall prevent an Enforcement Officer from immediately issuing a Provincial Violation Ticket pursuant to the Provincial Offences Procedures Act.
- 6.4 In accordance with the Village of Beiseker Policy A-5 Enforcement Procedures, unless a contravention of this Bylaw is related to a safety issue or is dangerous in nature and specifically when a contravention is the first offence, a Warning (Verbal or Written) will be provided to the Person in contravention of this Bylaw in lieu of the issuance of a Municipal Violation Tag or Provincial Violation Ticket.” A copy of the Village of Beiseker Enforcement Procedures Policy A-5 can be obtained from the Village website www.beiseker.com, the Village Office 700 1st Avenue, Beiseker AB, Phone 403-947-3774, or by email beiseker@beiseker.com.
- 6.5 No Person shall prevent or obstruct an Enforcement Officer from carrying out their duties as duly authorized by the provisions of this Bylaw or by the provisions of the *Municipal Government Act*.

ISSUING OF A VERBAL/WRITTEN WARNING

- 6.6 An Enforcement Warning verbal or written pursuant to this Bylaw may direct a Person to stop doing something or to change the way in which the Person is doing it.
- 6.7 Each Enforcement Warning shall;
 - a) describe the Property by its Municipal address; and
 - b) identify the date that it is issued: and

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WASTE MANAGEMENT AND RECYCLING BYLAW**

- c) state how the property contravenes the provisions of this Bylaw; and
- d) provide any actions or measures required to be taken to remedy the contraventions of this Bylaw; and
- e) state the time within which a Person must comply with the directions; and
- f) will state that if all the required actions are not done within the time specified the VILLAGE may;
 - I. cause a Remedial Order to be issued; or
 - II. cause a Municipal Violation Tag to be served upon the Person; or
 - III. cause a Provincial Violation Ticket to be served upon the Person pursuant to the *Provincial Offence Procedure Act*.

SERVICE OF A VERBAL/WRITTEN WARNING

- 6.8 An Enforcement Warning is deemed to be served:
- (a) immediately if issued verbally; or
 - (b) on the day it is left with the Owner or Person; or
 - (c) seven (7) days after mailing, when mailed by regular mail to the last known address of the Owner or Person.

ISSUING AN REMEDIAL ORDER

6.9 Where a premise is found to be in violation of any provisions of this Bylaw, the Enforcement Officer, in accordance with Section 545 or 546 of the *Municipal Government Act* may issue a written Remedial Order to the Owner or Person of the Premises. The Remedial Order may direct a Person to stop doing something or to change the way in which the Person is doing it.

- 6.10 A Remedial Order will:
- a) describe the Property by its Municipal address; and
 - b) identify the date that it is issued; and
 - c) state how the provisions of the Bylaw were contravened; and
 - d) provide any actions or measures required to be taken to remedy the contraventions of this Bylaw; and
 - e) direct the Owner of the Premises or Person to eliminate the danger to public safety in a specified manner;
 - f) state the time that a Person must comply with the directions; and
 - g) will state that if all the required actions are not done within the time specified, the Village may;
 - h) provide a Notice of Corrective Action; or
 - i) carry out the actions required and charge the cost thereof against the Owner; and/or
 - j) cause a Municipal Violation Tag to be served upon the Owner; or
 - j) cause a Provincial Violation Ticket to be served upon the Owner pursuant to the *Provincial Offences Procedure Act*.

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SERVICE OF AN REMEDIAL ORDER

- 6.11 Service of a Remedial Order upon a Person shall be sufficient if it is:
- (a) personally, served upon the Person; or
 - (b) served by regular mail to the last known address of the Person; or
 - (c) served personally upon an occupant of the Premises who is eighteen (18) years of age or older, or upon an agent or employee of the Person, or upon a Person apparently in charge of the Premises if the Premises is not occupied by the Owner.
- 6.12 A Remedial Order is deemed to be served:
- (a) on the day it is left with the Owner or Person as described in Section 6.11; or
 - (b) seven (7) days after mailing, when mailed (post-marked) by regular mail to the Owner or Person.
- 6.13 Service of a Remedial Order to a Company or Corporation or other such entity, shall be sufficient if it is:
- (a) served by physically delivering it to any director or officer of the company, or corporation, or other entity; or
 - (b) served by physically delivering it to a Person apparently in charge of an office of the company, corporation, or other entity, at an address held out by the company, corporation, or other alien to be its address; or
 - (c) by regular mail addressed to the registered office of the company, corporation, or other entity.

ISSUANCE AND SERVICE OF MUNICIPAL VIOLATION TAGS OR PROVINCIAL VIOLATION TICKETS

MUNICIPAL VIOLATION TAGS

- 6.14 An Enforcement Officer is hereby authorized and empowered to issue a Municipal Violation Tag to any person who the Enforcement Officer has reasonable and probable grounds to believe has contravened any provision of this bylaw and has failed to comply with a Warning or a Remedial Order, the Enforcement Officer is authorized to commence proceedings by:
- (a) in lieu of prosecution, issuing the Person, a Municipal Violation Tag in a form approved by the CAO and pursuant to this Bylaw.
- 6.15 A Municipal Violation Tag may be issued to such Person;
- a) either personally; or
 - b) by mailing a copy of such violation tag to the Person at their last known mailing address .
- 6.16 Where a Municipal Violation Tag is issued pursuant to this bylaw, the Person to whom the Municipal Violation Tag is issued may, in lieu of being prosecuted for the offence, pay to the Village of Beiseker the penalty specified on the Municipal Violation Tag.

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- 6.17 Per Policy A-5, a Municipal Violation Tag is considered served 7 days after it is mailed (post-marked), and on the same day when it is served in person. A Municipal Violation Tag is valid for no more than 10 days following the Tag being deemed served. In other words, payment is due on or before 10 days after it is served.
- 6.18 If the penalty specified on the Municipal Violation Tag served to a Person is not paid within the prescribed time period, the Enforcement Officer is authorized to issue a Provincial Violation Ticket pursuant to the *Provincial Offences Procedures Act*.

PROVINCIAL VIOLATION TICKETS

- 6.19 Where a Provincial Violation Ticket is issued pursuant to the *Provincial Offences Procedures Act* in respect of an offence under this bylaw, and if the Provincial Violation Ticket specifies an amount established in this bylaw for the offence, that Person may make a voluntary payment by submitting to the Provincial Courts on or before the initial appearance date indicated on the Provincial Violation Ticket, the specified penalty set out on the Provincial Violation Ticket.
- 6.20 Any Person who is guilty by way of summary conviction of an offence under the provisions of this Bylaw shall be liable for a fine of not less than the amount specified for that breach of this Bylaw. See Schedule "A".
- 6.21 No provision of this Bylaw shall prevent any Enforcement Officer from issuing a violation ticket requiring the court appearance of the person in contravention of this bylaw, pursuant to the provisions of the *Provincial Offences Procedures Act*, c.P-34, Section 3 or from laying an information instead of issuing a violation ticket.

SECTION 7 – GENERAL PENALTY PROVISION

- 7.1 Any Person that violates any provision of this Bylaw is guilty of an offence and is liable upon conviction to a maximum fine of \$10,000 or in default of payment of the fine to imprisonment for a period not exceeding one year, or to both fine and imprisonment in such amounts.
- 7.2 Offences of a continuing nature shall be deemed to constitute a separate offence for each day or part of the day that the offence continues and liable to a fine in the amount of not less than established in Schedule "A".
- 7.3 If the Person violates the same provision of this bylaw twice within a 24-month period the minimum and specified penalties for the second such violation shall be double the amounts provided under Schedule "A".
- 7.4 If the Person violates the same provision of this bylaw three or more times within a 24-month period the minimum and specified penalties for the third or subsequent violation shall be triple the amounts provided under Schedule "A".

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WASTE MANAGEMENT AND RECYCLING BYLAW**

- 7.5 Any Person who contravenes any provision of this bylaw for which a penalty is not set out in Schedule “A” of this bylaw is liable to a minimum penalty of \$125.00 for the first offence and the penalty will be doubled for the second offence that is violated in a 24 month period and the penalty shall be triple the amount for a third or subsequent offence in a 24 month period.
- 7.6 No provision of this Bylaw nor any action taken pursuant to any provision of this Bylaw shall restrict, limit, prevent or preclude an Enforcement Officer or the Village from pursuing any other action or remedy in relation to a PERSON, PREMISES, or NUISANCE as provided by the provisions of the *Municipal Government Act*, any other law of the Province of Alberta, or any other Bylaw of the Village.

SECTION 8 - MINIMUM AND SPECIFIED PENALTIES

- 8.1 The specified and minimum penalties are penalties in lieu of prosecution, payable for a violation of any of the provisions of this Bylaw as is set out in “Schedule “A”.
- 8.2 Any Person who is guilty by way of summary conviction of an offence under the provisions of this Bylaw shall be liable for a fine of not less than the amount specified for that breach of this Bylaw.

SECTION 9 – RECOVERY OF ENFORCEMENT COSTS

- 9.1 In accordance with Section 551 of the *Municipal Government Act*, in an emergent situation, any costs of actions or measures taken to eliminate the emergency, may be collected as an amount owing to the Village by the Person responsible for the infraction that caused the emergency.

SECTION 10 – SEVERABILITY

- 10.1 It is the intention of Village Council that each provision of this Bylaw should be considered as being separate and severable from all other provisions. Should any section or provision of this Bylaw be found to have been improperly enacted, or otherwise of no force or effect, then such section or provision shall be regarded as being severable from the remainder of this Bylaw, and that the Bylaw remaining after such severance shall remain of full force and effect.

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WASTE MANAGEMENT AND RECYCLING BYLAW**

SECTION 10– COMING INTO FORCE

10.1 This Bylaw comes into force on the final passing thereof and replaces Bylaw 2022-07

READ A FIRST TIME this day of , 2025

READ A SECOND TIME this day of , 2025

Unanimous permission given to have Third and Final Reading this day of , 2025

READ A THIRD TIME AND FINALLY PASSED this day of , 2025

MAYOR, David Ledoyen

CAO, Heather Leslie

**BYLAW 2025-04
VILLAGE OF BEISEKER
WASTE MANAGEMENT AND RECYCLING BYLAW**

SCHEDULE "A"

Penalties in lieu of prosecution:

Offence	MUNICIPAL VIOLATION TAG	PROVINCIAL VIOLATION TICKET (Specified)	
	1 ST Offence	Minimum Penalty	Maximum Penalty
3.2 Failure to secure and properly bag garbage – T	\$125.00	\$125.00	\$750.00
3.4 Setting out Garbage or Recycling Cart more than three days ahead of scheduled pick up or failure to return to the property four days after pick up – T	\$125.00	\$125.00	\$750.00
3.5 Improper number of, location, secured, unclean or untidy areas around waste receptacles – Commercial Premises – O	\$300.00	\$300.00	\$850.00
3.9 Failure to obtain a Commercial Bin Agreement c"Schedule C" – O	\$300.00	\$300.00	\$850.00
3.10 Dangerous items not properly contained - T	\$300.00	\$300.00	\$850.00
4.2 Placing prohibited materials in either a garbage or recycling Cart – T	\$150.00	\$150.00	\$750.00

T – Automatic Tag or Ticket

O – May result in the issuance of an Remedial Order, and may include Tag or Ticket. *Municipal Government Act R.S.A. 2000 Chapter M-26, Section 5.66*

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VILLAGE OF BEISEKER
WASTE MANAGEMENT AND RECYCLING BYLAW**

SCHEDULE "B"

Permitted and Prohibited Materials – Material Collection and Disposal

RECYCLING						
TYPE	ITEM	PERMITTED FOR WASTE COLLECTION	PERMITTED FOR RECYCLING COLLECTION	TRANSFER SITE DROP OFF	RECYCLING DEPOT DROP OFF	PROHIBITED
PAPER	Computer Paper		X		X	
	White/Colour Bond, Loose Leaf Paper		X		X	
	Envelopes		X		X	
	Clean, dry newspaper		X		X	
	Flyers, magazines		X		X	
	Phone books		X		X	
	Brown Paper		X		X	
	Catalogues		X		X	
	Books (hardcover removed) or soft covered		X		X	
CARDBOARD (Flattened)	Clean, dry corrugated boxes (remove plastic liners, wood inserts, packing, Styrofoam)		X		X	
	Cereal, Soap or dry product boxes with liners removed		X		X	
HOUSEHOLD PLASTICS	#1-#7 type Plastic containers (eg. Dish soap, shampoo, yogurt, margarine, milk jugs). All plastics must be clean with no contaminants		X		X	
METALS	Tin Cans (clean)		X		X	
	Metal Jar Tops (remove plastic and paper seals)		X		X	
	Aerosol Cans				X	
	Propane / Bottles Tanks				X	
	Fuel Containers				X	
	Batteries				X	
	Empty Paint Cans				X	
	Wire and Cable				X	
COMPOST	Bags must be emptied at the compost site (no plastic or non-compostable items)			X		

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CONCRETE	Including concrete sidewalk blocks, bricks					X
WOOD	Clean Wood				X	
TIRES	All sizes				X	
ELECTRONICS	Computers, monitors, printers				X	
	Televisions				X	
	Cell phones				X	
	Stereos				X	
	VCR & DVD Players				X	
OTHER	Glass (Clean)		X		X	

WASTE

TYPE	ITEM	PERMITTED FOR WASTE COLLECTION	PERMITTED FOR RECYCLING COLLECTION	TRANSFER SITE DROP OFF (SEE FEE SCHEDULE)	RECYCLING DEPOT DROP OFF	PROHIBITED
	Regular household waste	X		X		
	Couches, Loveseats, chairs, tables and other furniture			X		
	Hot Tubs			X		
	Mattresses/Box Springs			X		
	Workout Equipment			X		
	Styrofoam	X		X		
	Animal Carcass					X
	Grain Products					X
	Industrial/Oil Field Waste					X
	Pesticides/Herbicides					X
	Asphalt Shingles					X
	Biological Waste					X
	Construction Materials including treated/painted wood					X
	Hazardous Waste					X

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VILLAGE OF BEISEKER
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SCHEDULE "C"

COMMERCIAL BIN Agreement

Name of Applicant(s) : _____

Phone: _____

Email: _____

Mailing Address: _____

Name of Landowner(s): _____

Phone: _____

Email: _____

Mailing Address: _____

Civic Address of Property: _____

Location of Commercial Bin(s):

Residential only: Date when Commercial Bin is to be removed: _____

To be completed at the request of the following:

Residential Premises – Garbage. Owner is requesting a temporary Commercial Bin to be placed at the owner’s expense on the property. Regular Garbage fees will be charged to the property. The date that the commercial bin is to be removed will be provided on this agreement.

Date of Approval: _____

Village of Beiseker Authorized Signature

Applicant Signature

Landowner Signature

Title	BYLAW ENFORCEMENT POLICY	POLICY NO:	A-5
Legislation Reference	Municipal Government Act, Village of Beiseker Bylaws and Bylaw 2023-07 Bylaw Enforcement Bylaw		
Purpose To ensure that the Village of Beiseker is able to effectively uphold municipal Bylaws with regard to enforcement of the regulations provided in the Bylaws. Also to ensure that there is a consistent yet flexible means for individuals who are in breach of a Bylaw to remedy any contravention unless the contravention results in a safety issue or is dangerous in nature.			

Policy Statement and Guidelines
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“*Enforcement Officer*” means a person appointed by Council pursuant to the *Municipal Government Act* and includes a member of the Royal Canadian Mounted Police, a Community Enforcement Officer or a Bylaw Enforcement Officer.

This is a standard guideline to be used for the enforcement of bylaws. Discretion needs to be taken to determine if the infraction would be best served by a Verbal or Written Warning (first contravention), Remedial Order or whether a Municipal Violation Tag or a Provincial Violation Ticket should be issued. The Enforcement Officer has the discretion to make this decision based on the severity of the contravention and the Enforcement Officer may consult with the Enforcement Services Sargent or CAO if there is any question about the action to be taken.

Any contravention of a Bylaw whether found through patrol or initiated by a complaint will be investigated and may result in the following:

WHERE THE CONTRAVENTION REQUIRES A VERBAL or WRITTEN WARNING

- 1) The Enforcement Officer will issue either a verbal or written warning prior to serving an Order to Remedy unless the infraction results in a safety issue or is dangerous in nature.

Written warning:

The Enforcement Officer may post a written warning on the residence prior to serving a Remedial Order (if applicable) or send the Warning by email or regular mail. A record of when and how the Warning was served will be recorded.

Verbal warning:

The Enforcement Officer may provide a verbal warning to the Person in contravention either in person or by phone. A record of when and how the Warning was served will be recorded.

- 2) If relevant, the Warning will provide a time frame by which the infraction is to be remedied. If this is not complied with, the Enforcement Officer will issue a Remedial Order, a Municipal Violation Tag, Provincial Violation Ticket or an order for mandatory court appearance, depending on the severity of the contravention.

B) WHEN THE INFRACTION DOES NOT APPLY TO A REMEDIAL ORDER

If the infraction is not remediated through a Verbal or Written Warning, the actions under Section D) 2, 3 or 4 may be imposed.

C) WHERE THE INFRACTION REQUIRES AN REMEDIAL ORDER

- 1) The Enforcement Officer will issue a Remedial Order
 - a) By regular mail to the last known address of the Person; or
 - b) In person. A copy of the Remedial Order will then be mailed to the last known address of the Person

In all cases, the date of the Remedial Order, the date it was mailed or served in Person and the date it is considered served will be recorded. See Section C 2)

If a Remedial Order is issued under Section 545 of the MGA , a minimum of 2(two) weeks will be given to remedy the infraction.

If a Remedial Order is issued under Section 546 of the MGA, a minimum of 1(one) week will be given to remedy the infraction as per the *Municipal Government Act*.

- 2) A Remedial Order is considered served after 7 days it is mailed and after 3 days when it is served in person.
- 3) At the discretion of the Enforcement Officer, the circumstances of the infraction may extend or reduce the amount of time to remedy. The Remedial Order includes a statement that if the matter is not resolved in the timeframe required, that a Notice Of Corrective Action (when applicable) will be automatically imposed.
- 4) Where applicable, a Notice of Corrective Action may be provided with the Remedial Order (mailed or served in person) in the event it needs to be enacted.

D) WHEN THE REMEDIAL ORDER IS NOT COMPLIED WITH:

The following actions may be taken when the Remedial Order is not complied with by within the compliance date imposed:

- 1) **Notice of Corrective Action** - The Notice of Corrective Action comes into effect the day after the due date for remedy that was stated on the Remedial Order.
Under the Municipal Government Act, Section 549, municipalities can issue notices of corrective action when a property is dangerous to public safety or is detrimental to the surrounding area due to its condition, allowing them to order remedial work.

Should the Owner of the property refuse entry to remediate the infraction, the Village may appeal to the Court of Kings' Bench for a decision.

In accordance with the Municipal Government Act and the Village of Beiseker's Municipal Bylaws, all costs associated with a Notice of Corrective Action shall be invoiced to the property owner. All costs granted by an Order of the Court of King's Bench shall be invoiced to the property owner. If either cost is not paid, the amounts owed will be rolled over to the tax account of the property as per the Municipal Government Act Section 553; or

2) Municipal Violation Tag

- a) Unless the infraction is severe in nature, a Municipal Violation tag will be issued as opposed to a Provincial Violation Ticket (see below)
- b) If a Bylaw lists penalties that can be imposed by a Violation Tag for second and subsequent offences, Violation Tags may be issued for continuous or repeat offences of the same contravention

The Enforcement Officer will issue a Violation Tag by :

- a) By regular mail to the last known address of the Person; or
- b) In person.

In all cases, the date the Municipal Violation Tag was issued will be recorded.

A Municipal Violation Tag is considered served 7 days after it is mailed (post-marked), and on the same day when it is served in person.

A Municipal Violation Tag is valid for no more than 10 days following the Tag being deemed served. In other words, payment is due on or before 10 days after it is served.

3) Provincial Violation Ticket

A Provincial Violation Ticket may be issued:

- If a previous Municipal Violation Tag had not been paid for the same contravention. Subsequent Tickets may be issued if the infraction is not remedied; or
- If the Person who is contravention of a Bylaw and is not a resident of the Village of Beiseker; or
- If there is a contravention of the *Traffic Safety Act*, or any other Provincial or Federal legislation.

A court appearance date (usually a six week minimum) or payment deadline will appear on a Provincial Violation Ticket. The accused has the option to pay the amount specified on or before the court appearance date or enter a plea of Not Guilty and appear before the Alberta Provincial Court of jurisdiction on the specified appearance date.

The Enforcement Officer will issue a Provincial Violation Ticket in accordance with the *Provincial Offences Procedure Act*.

4) Mandatory Court Appearance or Information

This mechanism would be used only under extreme circumstances (for a highly dangerous situation or where a contravention has happened multiple times for example). This is a standard item of the Bylaws of the Village of Beiseker:

No provision of this Bylaw shall prevent any Enforcement Officer from issuing a violation ticket, requiring the court appearance of the person in contravention of this bylaw, pursuant to the provisions of the Provincial Offences Procedures Act, c.P-34 Section 3, or from laying an information instead of issuing a violation ticket. (laying an information to a court). Long Form Charge – use the processes of the Criminal Code to provide a mandatory court appearance for provincial and bylaw infractions when it is reasonable to do so.

Amended: (Date) Res# _____

Chief Administrative Officer

Chief Elected Official

Item 7b

COUNCIL NOTES – WATER PUMP PURCHASE RESERVOIR #2 – April 14 2025

From March 24, 2025 Regular Council Meeting

j) Water Pump Purchase Res2

Res#2025-082 *Mayor Ledoyen made motion that CAO Leslie obtain at least two more quotes for the purchase of the water pump and motor to replace the water pump that is currently not operational at Water Res#2.*

CARRIED

Notes

Original quotes from Chamco were provided to Council on March 24, 2025 with options to repair existing pump and motor (not recommended) and purchase of new pump and motor (recommended) due to the age and condition of the old pump. Timelines for delivery were also provided. Purchase of the new pump and motor does not include delivery, installation and start-up/commissioning. These costs to be included in the 2025 Operating Budget.

Res#2025-082 was provided on March 24.

March 25/26: The following companies were contacted for quotes. Requests included detailed description of the pump and 15Hp motor. We also requested installation fees and timelines.

Since we are under pressure for this pump (we are currently running with one pump at the Res), we asked Council to make a decision on the purchase of the pump and motor from Chamco by Monday, March 31. This gave us a few days to get quotes back.

We were advised (and it was verified by (Motion and Gould verbally) that staying with Peerless for compatibility with other equipment would likely be viable. The only other option was to wait for new Vendors to come out and inspect the system.

Request for Quote Results (to March 29 2025)

WAYJAX - Calgary office cannot provide the pump/motor. I called Edmonton office. No response by 5pm Friday, March 28

Clyde Union Pumps - Appears to be a service company only. Received notification that rep was on holidays and after forwarding the request – no response

Motion Canada Calgary – Vendor responded, but wanted to do a site visit to detail installation. We asked for a comparative cost for the pump and motor, but they don't sell Peerless.

James Electric – Suggested we purchase from Chamco and said this request was 'out of their scope'

Emco – No response

Eagle Pump & Compression - No response

Goulds Pump - Also do not sell Peerless. They are going to try and get a quote on a similar pump and motor for the sake of comparing prices. emailed through website

Quote Request:

Requested installation and delivery timeframe:

Model: Peerless 8LB/HC

Flow: 240 USgpm @ 120ft/TDH

Pump Length: 177" T. dim

Features:

- To be a duplicate of s/n 236972
- 4 stage cast iron bowl, Material Group Std, Suction Bell
- Threaded Discharge Bowl, OLS
- 6x6x125 cast iron discharge head with 6: 125#ANSI flange
- 5" threaded and coupled carbon steel column, 10 ft bearing spacing
- 1" 416ss open line shaft w/carbon steel line shaft couplings
- Seal Type: Packed stuffing box
- Pump shaft material: 416ss, 1 3/16"
- Cast iron bowls/Bronze impellers
- Carbon steel impeller lock-collets
- 18-8ss bowl bolting
- No sole plate
- Painting-Coating
 - Class 1 Tnemec 21 NSF epoxy coating on OD of bowl assembly, ID of DH and OD/ID of column
 - Standard glass or Skotchkote 134 coating on ID of bowl assembly
 - Standard Peerless blue enamel paint on OD of DH
- Shipped factor assembled

Also, please quote electric motor 15 HP NIDEC

- 1800 RPM, 230 /460v/3ph/60Hz
- TEFC, 254TP, NRR inverter duty

Motor 10hp/15hp – Councillor Wise Question from March 24 Meeting

Response from Chamco:

Old motor is a 10HP. The pump quoted is 15HP.

The 15HP motor is required if we are on a VFD (Variable Frequency Drive) system – We are on this system. On a VDD, the maximum HP on the left of the curve is 11HP
A 10 HP motor will have a service factor of 1.1 or 1.15 for 11HP so it can handle 11HP, but the reliability of a 15HP motor is much better for VFD. The Service Factor on a 10HP motor at 11HP will go down from 1.1 or 1.5 with VFD.

That might be one of the reasons why the current motor for the old pump (10HP) is in for a quote for repair.

The estimate on the 10 HP motor repair is \$2812.50, but once it's opened, if there is additional machining or the windings need to be redone, it will equal the price of a new motor.

The inspection provided the following:

- Motor test shows that the bearings are sounding very bad/noisy and motor has high vibrations
- Motor will need to be split apart to change the bearings
- Price includes washing and drying of the motor stator
- Once all this is done, the rest of the motors and windings need to be assessed to determine if any machining is required or if the motor needs to be rewound.
- Until they split the motor, there is no way to determine the full capacity of the repair.

Mayor Ledoyen raised concern (during email discussion) that the possibility of extra repair on the motor was not quoted originally by Chamco on the Repair Quote A-9459. The comments on this quote state "Quote is estimate only and will be billed as actual". Since this was a quote for repair, and often the full scope is not known until the project starts, we assume that this comment on the quote is standard.

Email Motion (Councillor Wise) March 28 2025

Wise: Motion to purchase the Peerless Pump and motor as quoted by Chamco for \$42,845 using 2025 CCBF funding and to expedite the order as soon as possible.

Council provided votes by email to pass this motion. Motion to be recorded at April 14, 2025 Council meeting.

COUNCIL NOTES – ADDITION TO WATER PUMP AND MOTOR PURCHASE – Apr 14 2025

Quote received from Wajax (attached)



Wajax Limited
 1403 5th Street
 Nisku AB T9E 8C7

QUOTATION
 TE0 1300655410

Order Date	Valid To	Your order number	Reference	Salesperson
31/Mar/2025	30/Apr/2025			HOUSE

Payer CSHTEO

Customer CSHTEO

Invoice address

Delivery Address

CASH SALE - NISKU
 1403 5TH STREET
 NISKU AB T9E 8C7

CASH SALE - NISKU
 1403 5TH STREET
 NISKU AB T9E 8C7

Contact

Entered by Zanica Manghi

Phone

Phone 780 463 5500 , FAX 780-465-3663

E-mail

E-mail zmanghi@wajax.com

Delivery Method	Delivery Terms	Payment Terms
CUSTOMER PICKUP	None	Cash on Delivery

Lines	Item / Description	Quantity	U/M	Est Dely Date	Unit price	Amount
10	ECI-MAT Peerless 8LB/HC Flow: 240 USgpm @ 120 ft/TDH Item Non-Returnable VERTICAL TURBINE PUMP Model: Peerless 8LB/HC Quantity: 1 Flow: 240 USgpm @ 120 ft/TDH Pump Length: 177.0" (T dim.), *to be confirmed by client prior to purchase order. FEATURES INCLUDE: <ul style="list-style-type: none"> • Pump is to be duplicate of s/n 236972. • 4 Stage cast iron bowl, Material Group Std, Suction Bell. • Threaded Discharge Bowl, OLS. • 6x6x12S cast iron discharge head with 6" 125# ANSI flange. • 5" threaded and coupled carbon steel column, 10 ft bearing spacing. • 1" 416ss open line shaft w/ carbon steel line shaft couplings. • Seal Type: Packed stuffing box. • Pump shaft material: 416ss, 1 3/16". • Cast iron bowls/Bronze impellers. • Carbon steel impeller lock-collets. • 18-8ss bowl bolting. • No sole plate. • PAINTING-COATING: <ul style="list-style-type: none"> o Class 1 Tnemec 21 NSF epoxy coating on OD of bowl assembly, ID of DH and OD/ID of column. o Standard glass or Skotchkote 134 coating on ID of bowl assembly. o Standard Peerless blue enamel paint on OD of DH. • Shipped factory assembled. LEAD TIME: <ul style="list-style-type: none"> • Current estimated factory lead time is 17-18 week ARO. OPTIONS	1.00	EA	14/Apr/2025	54,170.00	54,170.00



Wajax Limited
 1403 5th Street
 Nisku AB T9E 8C7

QUOTATION
 TE0 1300655410

2 (2)

Order Date	Valid To	Your order number	Reference	Salesperson
31/Mar/2025	30/Apr/2025			HOUSE

Lines	Item / Description	Quantity	U/M	Est Dely Date	Unit price	Amount
	<ul style="list-style-type: none"> • 15 HP NIDEC electric motor (shipped loose): o 1800 RPM, 230/460V/3ph/60Hz. o TEFC, 254TP, NRR, inverter duty. 					
20	ECI-MAT 15 HP NIDEC electric motor Item Non-Returnable	1.00	EA	14/Apr/2025	7,037.14	7,037.14

Sub total CAD

61,207.14

Applicable taxes extra

Terms and Conditions: Wajax's Standard Terms and Conditions of Sale (including its standard Products and Services Warranties), which are publicly available online at <https://www.wajax.com/terms-conditions/>, form an integral part of this agreement and are hereby incorporated herein by reference. By signing or otherwise accepting this document, Customer acknowledges having read and accepts Wajax's Standard Terms and Conditions of Sale.

Notwithstanding any provisions of the purchase order, terms and conditions, or any other contract, the Customer accepts that its Purchase Price shall increase to reflect any surcharges, tariffs or import duties imposed at any time by any governmental authority.

Item 7c

COUNCIL NOTES — QUOTES FOR INSTALLATION OF INTERNET AT THE TRANSFER SITE FOR ONSITE PURCHASES – April 14 2025

From the March 24 Regular Council Meeting

Internet Service at the Transfer Site

Res#2025-071

Mayor Ledoyen made motion to have CAO Leslie provide 2 (two) more quotes for the installation of Internet Service at the Transfer Site to accommodate debit/credit payments. CARRIED

Two companies were approached for quotes on this project (other than our IT Provider, Vincovi). One of these was a local company. One quote was received that was within \$180.00 of the quote provided Vincovi.

In the meantime, Public Works offered to provide the tablet that was purchased for the GIS system for this purpose as it has an existing data plan. The GIS program is mostly used from PW cell phones and the tablet will be shared with PW as needed.

We have fully tested the equipment (square) on the tablet at the Transfer site and the cost to the Village was \$55.00 for the Square and \$17.00 per month that we are already paying for the data plan on the tablet.

Unless there is any further direction from Council, we will proceed with the setup/training of this service – provide for debit/credit payments at the Beiseker Transfer Site.

COUNCIL NOTES – WATERLINE REPAIR FRIENDSHIP PARK – April 14 2025

There have been a number of requests to have the waterline that runs to the outdoor washrooms at Friendship Park repaired before the June Country Fair event. In 2025 there is a ball tournament scheduled between the Friday and Sunday that weekend.

There was also discussion that this repair was already done. The history is that the outdoor fountain outside the washroom building was removed (2022). Subsequent to that, we noticed a major loss of water and tracked it to this area. The curbstoep to the Friendship Park washroom waterline was shut off and no more water loss was experienced. Therefore, we **suspect** that there is a leak in the copper line (or at a connection), but it is difficult to determine exactly where the leak is.

- The current pipe is buried 3 to 4 ft down and is blown out each year
- We are not sure if the leak is in the actual line or at a connection, or at the connection to the building
- We could hire a leak detection company to see if they can determine where the leak is, but that is not necessarily conclusive and given that the pipe is likely very old, if there is a leak, it should probably be replaced (we would suggest a plastic 3/4" line). Note: We have one quote in for leak detection service for the whole of the Village that includes the waterline in Friendship Park. The quoted price is \$14,421 including travel from St. Alberta, tracer gas and leak detection. We would have the information added to our GIS system so repairs can be scheduled.
- The estimate for just replacing the line from the curbstoep in the campground to the washroom in Friendship Park is \$6,000 for labour and materials. This cost will increase if there are issues found at the washroom which may require removing concrete to access the connection/indoor pipe, etc.
- The depth of the plastic pipe is still okay given that the line is blown out every year. If we bury the line deeper, the installation cost will increase.
- Before we start anything, we want to test for the leak again. This means we need to wait until the end of April to turn on the water at the campground (main valve) and then the curbstoep, run the water in the Friendship Park line and watch for water loss.

The reasons provided for this project:

- When the ball diamonds are rented or there is another activity at the park when the community hall or arena or campground washrooms are either not open, or not convenient, the washrooms at the park should be available. Typically, this would be for baseball games/tournaments
- There is a tournament (Friday to Sunday) booked for 2025 during Country Fair
- Letter received on April 3 2025 from the Lions (received after these Council Notes were prepared, but we advised the sender that we would include the letter in this package).

The alternative for 2025

- Rent (requested 2 portable toilets and 1 handwashing station) for the two days for this tournament at the cost to the Village of \$525.00

We are requesting your decision on this so we are prepared to either proceed with this project, or not, in time for Country Fair.



Box 311,

Beiseker, AB, T0M0G0

April 3, 2025

Village of Beiseker

Attention: Heather Leslie

I am writing to you on behalf of the Beiseker Lions Club in light of the upcoming Beiseker Lions Country Fair scheduled for Saturday, June 14, 2025. This annual event plays an important role in our community, bringing together residents and providing a day of fun and good times!

As part of the event, we will run a slow pitch baseball tournament. Interest has been growing and this year we are expecting 5-6 teams and ballgames will be run Friday, Saturday and most likely Sunday as well. There is a pressing issue that requires your attention.

The waterline to the washrooms at the ball diamonds has had a leak in the past. There seems to be conflicting reports as to whether one leak was repaired and it is now ready for use, or whether there has been a second leak which still needs repair. This poses significant concerns regarding health and safety for our attendees.

In order to ensure that we can provide the necessary facilities for our Fair, we kindly request that any and all required repairs to the waterline be completed and the system tested. If it has all been repaired, please advise and thank you.

If you need any further information or wish to discuss this matter in more detail, please feel free to contact me at your earliest convenience.

Thank you,

Bob Carley

Chairman

Beiseker Lions Country Fair

cc: Village Council



COUNCIL NOTES – 2025-2028 TRI-COMMUNITY ENFORCEMENT BUDGET – April 14 2025

This budget is presented to Council for approval so the figures can be used for the Beiseker 2025 Operating Budget. These documents show the shared costs/revenues and municipal contributions to the tri-community department. This budget has been reviewed by both Acme and Irricana and received approval from both Councils. Although the budget is presented for a four-year period as required by the MGA, it will be updated annually for Councils' approval.

Highlights:

- No increase to Administration Wage (employee volunteered for no increase)
- The original cost of replacing the in-vehicle camera was \$22,000 new. Enforcement Sgt. secured used camera from Kneehill County at no charge

We request Council's approval of the 2025-2028 of the Tri-Community Enforcement budget (Beiseker portion)

24-ENFORCEMENT SERVICES

2025-2028 BUDGET

ACCOUNT	DESCRIPTION	2024 ACTUAL	2024 BUDGET	2024/BUDGET/ ACTUAL DIFF	2025 BUDGET	2026 BUDGET	2027 BUDGET	2028 BUDGET	2025 Notes
1-26-512	Tri Community Revenue	119,635.28	123,891.53	- 4,256.25	127,936.66	131,398.26	135,020.17	139,148.24	
1-26-741	Attorney General Fines	16,612.00	16,000.00	612.00	15,000.00	15,000.00	15,000.00	15,000.00	The Village of Beiseker will retain the first \$22,450 (adjusted annually by 2%), 2024 \$22,899.00. This is difficult to budget as it is based on outstanding fines that can be up to five years old; will be 60% of amount fined, is based on judge's decision and can be quashed or thrown out depending on circumstances. We based 2025 budget amount of previous year's revenues
1-26-531	Event Donations		1,000.00	-	500.00	500.00	500.00	500.00	We received \$1,000 from Ember Resources to hold events/public engagement sessions in 2024. We are hoping for at least half of that in 2025
TOTAL		136,247.28	140,891.53	- 3,644.25	143,436.66	146,898.26	150,520.17	154,648.24	

Expenses

Tri Comm
Related Exp

ACCOUNT	DESCRIPTION	2024 ACTUAL	2024 BUDGET	2024/BUDGET/ ACTUAL DIFF	2025 BUDGET	2026 BUDGET	2027 BUDGET	2028 BUDGET	2025 Notes
2-26-130	Enforcement CPP	6,715.16	7,240.41	- 525.25	6,999.80	7,230.80	7,468.73	8,414.00	
2-26-131	Enforcement EI	2,182.36	1,940.10	242.26	1,954.96	2,369.00	2,440.07	2,513.27	
2-26-148	Enforcement Benefits	9,877.67	9,852.64	25.03	10,117.20	10,506.00	10,821.18	11,145.82	
2-26-131-01	Enforcement RRSF	4,947.00	4,974.48	- 27.48	8,511.20	5,150.00	5,304.50	5,463.64	
2-26-148	Enforcement Training	-	1,500.00	- 1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	See 2025 Details Tab
2-26-210	Travel and Subsistence	-	600.00	- 600.00	500.00	500.00	500.00	500.00	Travel for AMEA Conference
2-26-217	Enforcement Phone	568.25	700.00	- 131.75	600.00	620.00	640.00	680.00	Internet and phone charges
2-26-237	Insurance - Enforcement	708.00	708.00	-	723.00	720.00	740.00	760.00	2025 Actual
2-26-251	Enforcement Program Fees	2,244.49	3,250.00	- 1,005.51	2,298.00	3,000.00	3,200.00	3,400.00	See 2025 Details Tab
2-26-271-01	Enforcement Salary	164,243.07	170,085.26	- 5,842.19	172,248.60	177,926.30	182,044.13	186,262.00	Part-time Sgt - Full Time PO
2-26-510	Membership Fees	275.00	335.00	- 60.00	275.00	275.00	275.00	275.00	See 2025 Details Tab
2-26-511	Enforcement Supplies	2,224.97	2,500.00	- 275.03	2,000.00	2,500.00	3,000.00	3,500.00	See 2025 Details Tab
2-26-511-01	Enforcement Fuel	2,624.19	1,800.00	824.19	3,000.00	3,200.00	3,400.00	3,600.00	See 2025 Details Tab
2-26-511-02	Enforcement Vehicle	2,881.13	1,000.00	1,881.13	2,000.00	3,000.00	3,200.00	3,400.00	See 2025 Details Tab
2-26--512	Enforcement Events	192.00	-	192.00	500.00	500.00	500.00	500.00	See 2025 Details Tab
2-26-764	Transfer to Reserves	-	-	-	-	-	-	-	\$3000 FOR 2024 PAID BY BEISEKER
TOTAL		199,683.29	206,485.89	- 6,802.60	213,227.76	218,997.10	225,033.61	231,913.73	
	Acme	39,878.43	41,297.18	- 1,418.75	42,645.55	43,799.42	45,006.72	46,382.75	Acme 20% of expenses
	Irricana	79,756.85	82,594.36	- 2,837.51	85,291.10	87,598.84	90,013.44	92,765.49	Irricana 40% of expenses
TOTAL BILLED TO ACME/IRRICANA		119,635.28	123,891.53	- 4,256.25	127,936.66	131,398.26	135,020.17	139,148.24	

26 - TRI COMMUNITY 2025 OPERATING BUDGET

2-26-251	Enforcement Program Fees	Amount
	MRF (Enforcement File Database, e-ticketing, etc.)	2,048.00
	ESO PRCC (Radio License)	250.00
	MOTOROLA - Vehicle Camera (Software Support) - Used Camera received used from Kneehill County (n/a) Support for video storage from VINCOVI	-
		2,298.00

2-26-511-02	ENFORCEMENT VEHICLE	Amount
	Oil change/regular maintenance and contingency vehicle repairs	2,000.00
	TOTAL	2,000.00

2-26-510	Membership Fees	Amount
	AMEA	150.00
	AACPO	125.00
		275.00

2-26-511	Enforcement Supplies	Amount
	Stationery (business cards/municipal tickets, etc.)	250.00
	Vehicle Camera - Received for Free from Kneehill County in 2025	
	Uniform replacement and contingency	1,750.00
		2,000.00

2-26-512	Enforcement Events	Amount
	Bike Rodeo	300.00
	Car Seat Clinic	200.00
	If we receive Ember Donation (2024) we can put on programs at no cost	
		500.00

2-26-148	TRAINING	Amount
	AMEA CONFERENCE - APR 30 AND MAY 1	700.00
	Crossfield - CCST Child Car Seat Training RE-Certification	200.00
	Strathmore - TBD - PPCT RE-Certification - Pressure Point Control Tactics - Mandatory Training	600.00
	TOTAL	1,500.00

Registration x 2 *

Conference:

- Admin
- Municipal Clerk/Bylaw Training - 2 days
- PO
- Emergency Response
- Trauma Care - 2 Days (for both PO and public)
- Subsistence includes travel to Red Deer for two days plus meals if required

Enforcement Vehicle will be used for travel to CCST and PPCT

ellem8c

COUNCIL NOTES – THE JUNCTION PHASE 2 DEVELOPMENT AGREEMENT – April 14 2025

The attached Draft Development Agreement for Phase 2 of The Junction was sent by email to Council on April 8 2025 for preliminary review. The document has been vetted by both JR Ventures Engineer and MPE (Village Engineer). In summary, this agreement content is much the same as Phase 1. Significant changes:

- The only infrastructure that JRV is required to complete for Phase 2 is to ensure that the current sidewalks are not damaged during construction of the housing.
- That the final roadwork for this area of the subdivision is completed with any warranties.
- All other stages of constructions for Phase 1 (other than roads and sidewalks) have completed Final Construction Certification.
- We will be asking for either a bond or letter of credit to cover the cost of construction for Phase 2 in the amount of \$47,700.00
- JRV will be paying for the review of this agreement and any subsequent engineering required from MPE to the amount of \$5,250.00 (previously agreed to).

We are requesting that Council provide their approval of the Development Agreement for Phase 2 of The Junction subdivision as presented.

DEVELOPMENT AGREEMENT

BETWEEN:

VILLAGE OF BEISEKER

a municipal corporation in the Province of Alberta,
(hereinafter referred to as "the Village")

AND

JR GROUP VENTURES INC.

33 Edgefield Way
St Albert, AB T8N 8A1

a body corporate duly authorized to carry on business in the Province of Alberta
(hereinafter referred to as "the Developer")

FOR THE COMPLETION OF SUBDIVISION

THE JUNCTION

(Phase 2)

Date: April 7, 2025

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VILLAGE OF BEISEKER a municipal corporation,
(Hereinafter referred to as "the Village")

OF THE FIRST PART

-and-

JR Group Ventures Inc.

a body corporate duly authorized to carry on business in the Province of Alberta,
(Hereinafter referred to as "the Developer")

OF THE SECOND PART

WHEREAS the Developer is, or is entitled to become, the registered owner of those lands situated in the Village and outlined in Schedule "A" attached to this Agreement;

AND WHEREAS the Developer proposes to develop the said lands (hereinafter referred to as "the Development Area") as outlined in Schedule "A" to this Agreement in accordance with the Subdivision Approval;

AND WHEREAS the Village and the Developer have agreed to enter into an Agreement to provide services required within and adjacent to the Development Area;

AND WHEREAS the Village is agreeable to the Developer developing the Development Area in accordance with the terms and conditions of this Agreement;

AND WHEREAS the Village and the Developer agree that the Developer shall construct and install the Municipal Improvements required throughout and adjacent to the Development Area at the Developer's sole cost and expense;

AND WHEREAS upon satisfactory completion of the construction and installation of all Municipal Improvements and the Final Acceptance of them by the Village, the said Municipal Improvements, which are on or under Public Property and those on or under land subject to easements and utility rights of way shall become the property of the Village;

AND WHEREAS the Village and the Developer have agreed that the said construction and installation of the Municipal Improvements and all matters and things incidental thereto and all other matters or things relating to the development of the Development Area, shall be subject to the terms, conditions and covenants hereinafter set forth:

NOW THEREFORE, in consideration of the premises and of the mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the Village agrees with the Developer and the Developer agrees with the Village as follows:

1. INTERPRETATION

- 1.1 "Act" means the Municipal Government Act, RSA 2000 (MGA), as amended and any successor or parallel legislation.
- 1.2 "Agreed Standards" shall mean procedures, standards and specifications as specified in the most current versions of the documents entitled:
- (a) City of Calgary, Consulting Engineers Field Services Guidelines;
 - (b) City of Calgary, Design Guidelines for Development Permits, Development Site Servicing Plans;
 - (c) City of Calgary, Development Guidelines and Standard Specifications, Landscape Construction;
 - (d) City of Calgary, Design Guidelines for Subdivision Servicing;
 - (e) City of Calgary, Geotechnical Report Requirements for Developments;
 - (f) City of Calgary, Erosion and Sediments Control Guidelines and Standard Specifications;
 - (g) City of Calgary, Standard Block Profile Specifications for CAD and Manual Formats;
 - (h) City of Calgary, Standard Specifications, Sewer Construction;
 - (i) City of Calgary, Standard Specifications, Waterworks Construction;
 - (j) City of Calgary, Standard Specifications, Roads Construction;
 - (k) City of Calgary, Standard Specifications, Street Lighting Construction;
 - (l) City of Calgary, Stormwater Management and Design Manual;
 - (m) City of Calgary, Geotechnical Report Guidelines;
- 1.3 "Construction Completion Certificate" shall mean the Certificate issued by the Village certifying the completion of the Municipal Improvements, or a portion thereof, once the Municipal Improvements have been constructed and installed by the Developer to the satisfaction of the Village in accordance with this Agreement.
- 1.4 "Commencement of Construction" or "Commence Construction" shall mean the date upon which the Developer commences the actual grading of the Development Area for purposes of servicing the Development Area, or such other date so as may be agreed upon in writing by the Village and the Developer; provided, that commencement of grading shall not include the placement of machinery or equipment within the Development Area nor any work preparatory to grading such as the removal of any buildings, materials or things whatsoever within or under the Development Area.
- 1.5 "Council" means the municipal council of The Village of Beiseker as constituted from time to time.
- 1.6 "Developer" means the person or body corporate defined as the "Developer" on page one of this Agreement and its successors in title to the Subdivision Area.
- 1.7 "Developer's Consultant" shall mean the consulting professionals, identified in Schedule "C" retained by the Developer and shall include, but not be limited to professional engineers, landscape architects or designers, urban planners, and land surveyors.
- 1.8 "Development Area" shall mean that portion of the lands, which are delineated and as Phase 2 and outlined on the map attached hereto as Schedule "A" to this Agreement.

- 1.9 "Engineering Plans" shall mean plans and specifications prepared by the Developer's Consultant covering the design, construction and installation of all Municipal Improvements and shall include a "Construction Management Plan" which shall delineate, to the Village's satisfaction, the procedures and actions for the overall implementation and coordination of activities for the construction and installation of the Municipal Improvements.
- 1.10 "Essential Services" shall mean:
- (a) Concrete curbs, gutters and sidewalks;
 - (b) Lanes with gravel base and surface (if applicable);
 - (c) Natural Gas distribution mains;
 - (d) Roads with gravel base and first lift of asphalt surface;
 - (e) Sanitary sewer mains including lift stations; manholes and other related appurtenances, sanitary sewer connections from the sanitary mains to the property as noted in the Agreed Standards;
 - (f) Storm sewer system including lift stations; catch basins, retention facilities and ponds, culverts, manholes and other related appurtenances;
 - (g) Water mains including all fittings, valves, pressure reducing valves, hydrants and other related appurtenances and water connections from the water mains to the property as noted in the Agreed Standards.
- 1.11 "Final Acceptance Certificate" shall mean a written acceptance issued by the Village for the Municipal Improvements, or a portion thereof, upon the completion of any repairs for defects or deficiencies and the expiration of the Warranty Period.
- 1.12 "Period" means the time period for which the developer is responsible for the maintenance and repair of all Municipal Improvements and as set out in this Agreement. Schedule "E"
- 1.13 "Landscape Drawings" means drawings or plans showing landscaping features such as trees, berms, grassed areas, and other landscaping features.
- 1.14 "Municipal Improvements" shall mean and include, throughout the Development Area, the following:
- (a) All "Essential Services";
 - (b) Alberta Survey Control Monuments complete with survey ties;
 - (c) Final surfaces on all roads;
 - (d) Landscaping of Municipal Reserve lots, street boulevards and medians;
 - (e) Subdivision identification signs, where applicable;
 - (f) Telecommunication services;
 - (g) Street Signage;
 - (h) Uniform fencing where applicable.
- 1.15 "Plan of Subdivision" or "Plans of Subdivision" shall mean the subdivision or subdivisions, which subdivide the Subdivision Area into separate lots for further development and which is registered in the Southern Alberta District Land Titles Office.

- 1.16 "Prime Rate" shall mean the prime-lending rate established from time to time at the connect First Credit Union located at 237 6 Street, Beiseker, AB
- 1.17 "Public Property" or "Public Properties" shall include all properties within and adjacent to the Development Area to be owned or administered by the Village, including roadways and utility rights-of-way, municipal reserve lots and public utility lots following the registration of the Plan of Subdivision for the Subdivision Area.
- 1.18 "Subdivision Area" means the area within the Development Area outlined in Schedule "A" and which is to be registered and developed.
- 1.19 "Village" shall mean the municipal corporation of the VILLAGE OF BEISEKER, and the Village shall be represented by those persons delegated by Council to perform such duties and responsibilities, namely the Administrator, Supervisor of Public Works, Development Officer and the Village's Consultant Engineer.

2. PLAN OF SUBDIVISION

- 2.1 The Developer acknowledges that plans for the subdivision have already been registered at the Land Titles Office for the South Alberta Land Registration District and that the Plan of Subdivision for the Subdivision Area is accordance with the Subdivision Approval.
- 2.2 The Developer covenants and agrees that it shall comply fully with all conditions of any subdivision approval which may be imposed by the subdivision approving authority, Village of Beiseker Subdivision and Development Appeal Board or the Municipal Government Board, as the case may be.
- 2.3 The Developer shall not commence any work within the Development Area, unless, and until, the Village, in its discretion, has reviewed and agreed to the Engineering Plans for the Development Area.
- 2.4 Providing that the Developer is not in default of any of the provisions of this Agreement or any condition of subdivision approval, the Village shall, at the request of the Developer, deliver to the Provincial Alberta Environment any confirmations or undertakings reasonably required (and in respect to which the Village can attest) in order for the Developer to obtain any necessary permits and licenses from the said Alberta Environment.

3. ENGINEERING PLANS

- 3.1 Prior to commencing construction and installation of the Municipal Improvements within or adjacent to the Development Area, the Developer shall submit Engineering Plans for the Development Area to the Village and or its Representative in accordance with the Agreed Standards for review.
- 3.2 The Village agrees that it shall not unduly delay in reviewing or rejecting the Engineering Plans, which have been submitted by the Developer to the Village.

- 3.3 The Developer agrees that they will be responsible for all costs, which include Village's Administration, Engineering Consultants and Solicitors fees.

The fee structure will be structured as per MPE quote of October 8th, 2024 and not to exceed \$5,250.00 as agreed upon.

- 3.4 The Developer covenants and agrees that a Construction Management Plan shall be submitted with the Engineering Plans and shall include a construction timetable for the construction and installation of all stages of the Municipal Improvements within and adjacent to the Development Area. The Developer shall, upon acceptance of the Construction Management Plan by the Village, comply with all time limits and complete all stages of the installation of the Municipal Improvements of the Developer's work within the dates specified in the construction timetable.

- 3.5 Subject to the terms of this Agreement, it is understood and agreed between the Village and the Developer that the Developer shall be entitled to construct the Municipal Improvements in accordance with the Engineering Plans once such Engineering Plans for the Subdivision Area have been accepted by the Village and any other required approving authority such as Alberta Environment or Alberta Transportation.

- 3.6 It is understood and agreed that the Village's acceptance of the Engineering Plans for the Municipal Improvements shall be in principle only. In the case of unforeseen conditions which may adversely affect the development and construction has not commenced, or in the case where a Municipal Improvement is to be constructed or installed in accordance with the accepted Engineering Plans, however is determined to not be suitable or reasonable for the purposes intended, the detailed design specifications affecting that condition or the Municipal Improvement shall be subject to review and revision by the Village in consultation with the Developer's Engineer in accordance with the Agreed Standards and in accordance with accepted engineering and construction practices.

4. DRAINAGE STANDARDS

- 4.1 The Developer covenants that the preparation of the storm management and drainage system, the construction and installation of all storm water facilities both within private and public lands, all testing associated with storm water management systems (including testing for the height of water tables, soil alkalinity and soil compaction), and the maintenance of all storm water management systems during the Warranty Period shall be undertaken and conducted in accordance with accepted engineering and construction practices and in accordance with the Agreed Standards and the Storm Water Management Plan.

- 4.2 The Developer covenants that all proposed purchasers and options of any of the lots within the Development Area shall be fully advised by way of registered overland easement agreements and the registration of this Agreement of the requirements of the Village relating to the management and disposal of storm water within lots in the Development Area.

4.3 It is agreed between the Village and the Developer that all of the storm water management standards and requirements of the Village, as well as the Stormwater Report of 2008 prepared by Eclipse engineering, pursuant to this Agreement shall be and hereby constitute covenants running with the lands and are binding upon the Developer and any subsequent owners of any lots within the Development Area.

5. CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS

5.1 The Village agrees that the Developer shall be entitled to construct and install the Municipal Improvements as agreed upon and within the Development Area as shown on Schedule "A" of this Agreement.

5.2 Except as otherwise specified in the construction timetable approved under Subsection 3.5, the Developer shall within ONE (1) year from the signing of this Agreement commence construction and installation of the Municipal Improvements within the Development Area and shall complete the construction and installation of the Municipal Improvements, at the Developer's own cost and expense, within the Development Area within TWO (2) years of signing of this agreement at the Developer's own cost and expense. The Developer also will perform work in a good and workmanlike manner, in strict conformance with the Engineering Plans, including any landscape drawings, and proper and accepted engineering and construction practices, in accordance with the requirements of this Agreement, and in accordance with the Development Standards and Procedures and in accordance with the requirements of law applicable to the work; PROVIDED, and without restricting the generality of the foregoing or of anything hereinafter set forth, the failure of the Developer to pay any proper account or accounts of its contractors or other parties for whose accounts the Developer is responsible in respect to work or materials supplied to the job, when such account or accounts fall due, shall constitute a breach of this Agreement by the Developer.

5.3 In the event that the Developer has not commenced construction of any Municipal Improvement within the time limits specified in Subsections 5.2, then the Village shall be entitled to terminate this Agreement in respect to the Development Area, and further, the Developer agrees:

- (a) that the termination of this Agreement in whole or in part as provided in this section shall be effective upon the Village serving written notice of termination on the Developer;
- (b) that in the event that this Agreement is terminated in whole or in part as provided in this section, then the Developer shall not be entitled to commence construction of the Municipal Improvements for any undeveloped Municipal Improvement stage of the Development Area unless and until a further written agreement is entered into between the Developer and the Village.

5.4 In the event that it is necessary or reasonable, in the opinion of the Village, to construct or install any temporary or emergency access during the construction and installation of the Municipal Improvements, the Developer shall construct and install any such temporary or emergency accesses in accordance to specifications, and in such locations, as determined by the Village acting reasonably and the Developer shall grant to the Village an easement across the required land for the period for which the access is required.

- 5.5 The Developer shall erect a Land Use and Development Identification Sign showing all phases of the Development Area. The Sign must be located in a prominent location as approved by the Village. The copy area maximum size is not to exceed Eight (8) feet by Eight (8) feet, showing within the Development Area all land use classifications, roadway designations, reserve parcels, and other features. The design, color codes and legend shall be approved by the Village prior to preparation and installation. The sign shall be maintained until issuance of the last Final Acceptance Certificate or such earlier date as may be approved by the Village in writing, the Developer will be responsible for removal of the sign.
- 5.6 The Developer covenants and agrees that it will complete the installation of all development identification signs and any temporary signage required by the Village.
- 5.7 The Developer shall be responsible for the installation of all traffic control signs and street identification signs and the Developer agrees to pay all costs associated with the fabrication and installation of the signs.
- 5.8 The Developer shall, at no expense to the Village, install Survey Control Stations and Monuments in accordance with Agreed Standards and place all of the Survey Control Stations, Monuments or legal pins and markers which were removed or damaged due to the development of the area up until the last application for Final Acceptance Certificate is submitted to the Village for approval.
- 5.9 At all times during the construction and installation of the Municipal Improvements and during all work by the Developer or its agents related thereto:

The Village shall have free and immediate access to all records of or available to the Developer and the Developers Consultant relating to the performance of the work, including, but without limiting the generality of the foregoing, all design, inspection, material testing and "as constructed" records.

The Village may:

- (a) exercise such inspection of the performance of the work as the Village may deem necessary and advisable to ensure to the Village the full and proper compliance by the Developer with the Developer's undertakings to the Village, and to ensure the proper performance of the work;
- (b) reject any design, material or work which is not in accordance with the accepted Engineering Plans, Agreed Standards or accepted engineering and construction practices;
- (c) order that any unsatisfactory work be re-executed at the Developer's cost;
- (d) order the re-execution of any unsatisfactory design and the replacement of any unsatisfactory material, at the Developer's cost;
- (e) order the Developer within a reasonable time to bring on the job and use additional labor, machinery and equipment, at the Developer's cost, as the Village deems reasonably necessary to the proper performance of the work;
- (f) order that the performance of the work or part thereof be stopped until the said orders can be obeyed;
- (g) order the testing of any materials to be incorporated in the work and the testing of any Municipal Improvements;

and the Developer at its own cost and expense shall comply with the said orders and requirements of the Village unless the Developer takes issue with any such order or requirement, in which case the Developer shall request, in writing, that such issue be arbitrated in accordance with the provisions of Section 22 hereof; **PROVIDED**, that in no event shall the Developer be entitled to dispute nor arbitrate any decision made by the Village pursuant to clauses 5.10 (b)(v), (b)(vi) or (b)(vii); **AND PROVIDED FURTHER**, that the affected work, except as otherwise agreed by the Village in writing, **shall stop** until such arbitration has taken place.

5.10 Notwithstanding anything expressed or implied in Subsection 5.9, it is agreed between the Village and the Developer:

- (a) that the Village shall have no obligation or duty to exercise any of the Village's powers of inspection nor any obligation or duty to discover or advise the Developer of any deficiencies in construction or workmanship during the course of the construction and installation of the Municipal Improvements;
- (b) that the Developer shall during the course of the construction and installation of the Municipal Improvements provide and maintain adequate inspection services, supervised by a professional engineer, to the standard of the City of Calgary /Urban Development "Consulting Engineer's Field Services Guidelines" current addition.
- (c) that nothing set forth in Subsection 5.9 shall in any way be construed so as to relieve the Developer of any responsibilities as set forth in this Agreement, and without restricting the generality of the foregoing, the Developer shall fulfill all responsibilities in respect to the design, construction, installation and maintenance of the Municipal Improvements as required by the terms of this Agreement.

5.11 The Developer covenants and agrees that during the construction and installation of the Municipal Improvements, and during the Warranty Period as set out in Schedule "E" for the Municipal Improvements, that the Developer shall pay all contractors and other parties hired by the Developer to fulfill the Developer's obligations under this Agreement and that the failure of the Developer to pay any such contractors or other parties shall constitute a breach of this Agreement by the Developer unless there is a bona fide dispute between the Developer and the contractor or other party.

5.12 The Developer shall take effective measures to reasonably control dust, dirt, weeds and erosion within the Development Area, including, and without limiting the generality of the foregoing, on any loam stockpile site so that dust and dirt originating therein shall not be conveyed there from by any means whatsoever or cause annoyance or become a nuisance to property owners and others within or adjacent to the Development Area. The Developer is solely responsible for ensuring dust and dirt control within the Development Area. In the event, however, that the Village deems that there is dust or dirt problems the Village shall attempt to notify the Developer of the problem by telephoning the Developer, or the Developer's Engineering Consultant. If the Village is not able to contact the Developer, or the Developer's Engineering Consultant within a **TWENTY FOUR (24)** hour period of the event, or if the Developer, or the Developer's Engineering Consultant, shall fail to take effective measures to control the dust or dirt problem after being notified, then the Village may take such steps as are necessary to eliminate the dust or dirt problem at the expense of the Developer and shall within **SEVENTY-TWO (72)** hours notify the Developer in writing of the action taken by the Village.

- 5.13 Upon the completion of the work of each stage by the Developer, the Developer's Engineering Consultant shall submit to the Village a statement under his professional seal certifying that the Developer's Engineering Consultant has provided adequate periodic inspection services during the course of the work and that the Developer's Engineering Consultant is satisfied that the work has been completed in a good and workmanlike manner in accordance with the Engineering Plans and in accordance with accepted engineering and construction practices.
- 5.14 It is understood and agreed between the Village and the Developer that during the course of constructing the Municipal Improvements, the re-execution or replacement of unsatisfactory work which is of a minor nature (as determined by the Village in its discretion) and which does not pose a health or safety danger, shall be re-executed or replaced by the Developer, at a time convenient to the Developer, prior to the request by the Developer for a Final Completion Certificate for the Municipal Improvements in question.
- 5.15 Notwithstanding anything hereinbefore contained to the contrary, the Developer covenants and agrees (such covenant being of the essence of this Agreement) that it shall plan and stage the installation of Municipal Services of the Development Area so as to warranty and ensure to the Village that all Essential Services shall have been installed and rendered operative in any part of the Development Area before any building permits are issued for the intended use for any such part of the Development Area, except as otherwise permitted in writing by the Village.

6. USE OF PUBLIC PROPERTIES IN THE PERFORMANCE OF THE WORK

- 6.1 The Village hereby grants to the Developer the right, permission and power to use, break-up, dig, trench, or excavate in the public roads, lanes, boulevards, parks and similar Public Places under the control of the Village, within the Development Area, and otherwise to do such work therein and thereon as may be necessary from time to time to construct, develop, erect, lay, operate, maintain, repair, extend, relay and remove any Municipal Improvements forming part of the work of the Developer, as may be necessary for the purpose of this Agreement, PROVIDED:
- (a) That not less than FOURTEEN (14) days prior to the date that the Developer intends to enter upon any Public Property (except in the case of emergency repair work) the Developer shall provide to the Village detailed written proposals, for approval by the Village, for the work to be done within any such property, including:
 - i) a specific work schedule and procedures proposed to be followed;
 - ii) detailed engineering plans of all connections to existing municipal services, if not set out in the original set of Engineering Plans submitted;
 - iii) provisions to be implemented for temporary access and services;
 - iv) installation of temporary traffic control devices and personnel deployment to minimize traffic disruption;
 - v) form and schedule of notification and public relation strategy to be utilized.
 - (b) No such work shall be commenced prior to the Developer obtaining the written consent of the Village to enter upon such Public Properties; and the Village shall not unreasonably delay or withhold such written consent;

- (c) That the work within Public Properties by the Developer and its agents, contractors and subcontractors shall be subject to the inspection rights of the Village as set forth in this Agreement and all directions and requirements of the Village shall be obeyed;
- (d) That the Developer shall do as little damage as possible in the performance of such work, and will cause as little obstruction to such Public Properties as possible;
- (e) That upon completion of such work the Developer shall restore all such Public Properties to a condition and state of repair equivalent to that which prevailed prior to the performance of such work, including, but not limited to the repair of graveled or paved streets, sidewalks, curbs and gutters and where necessary, the re-planting or replacement of trees and shrubs, and shall maintain such restored portions of such Public Properties, including such replaced or re-planted trees and shrubs;
- (f) That the restoration of Public Properties shall be part of the Municipal Improvements to be constructed and installed by the Developer and the Developer shall be required to obtain Construction Completion Certificates and Final Acceptance Certificates for the restoration work;
- (g) That the Developer shall indemnify and save harmless the Village from and against all losses, costs, claims, suits or demands of m1y nature (including all legal costs and disbursements on a solicitor and client basis) which may arise by reason of the performance of work by the Developer.

6.2 Any disturbed public areas are to be maintained for TWO (2) years after completion.

7. INSTALLATION OF OTHER UTILITIES

7.1 The Developer shall at its own expense be solely responsible for all costs and expenses relating to the installation, to the Village's satisfaction, of electric power, natural gas and telecommunication lines to the Development Area.

7.2 The said electric power, natural gas and telecommunication lines within the Development Area shall be installed within the roadways, utility lots or easement areas, in accordance with the Engineering Plans, adjacent to the lots that are intended to be served by such services and shall be installed in a manner and in locations which will permit lot owners within the Development Area to hook up to such services upon paying the normal hook-up fees charged by the Utility Company or franchise holder.

7.3 The Developer shall be responsible for making arrangements with the communication companies (telephone and cable) for the provision of communication services to lots within the Development Area upon any such lot being occupied and the Developer shall be solely responsible for all costs and expenses relating to the installation of such telecommunication services excepting the normal hook-up costs charged to the customer.

8. CONTRACTS FOR THE INSTALLATION OF MUNICIPAL IMPROVEMENTS

- 8.1 Notwithstanding anything contained in this Section, the Developer acknowledges, understands and agrees that the Developer shall be fully responsible to the Village for the performance by the Developer of all the Developer's obligations as set forth in this Agreement; AND FURTHER the Developer acknowledges, understands and agrees that the Village shall not be obligated in any circumstances whatsoever to commence or prosecute any claim, demand, action or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developer's obligations.
- 8.2 The Developer covenants and agrees that any contract entered into between the Developer and a Third Party in respect to the performance of all or any of the Developer's obligations as set out in this Agreement to construct and maintain the Municipal Improvements, or any of them, shall provide:
- (a) That the Developer shall indemnify and save harmless the Village from and with respect to any damages, claims or demands whatsoever (including all legal costs and disbursements on a solicitor and client basis) arising out of the performance of any work undertaken by the Third Party or arising in any way from the negligence of the Third Party's servants, agents or employees;
 - (b) That the Developer shall provide reasonable proof of financial responsibility on behalf of the Third Party;
 - (c) That the Developer shall ensure that the Third Party complies with the provisions of the Workers Compensation Act for the Province of Alberta;
 - (d) That the Developer will allow the Village access to the work for the purpose of inspection of the Third Parties work;
 - (e) That the works to be performed by the Third Party on behalf of the Developer shall not be deemed to be duly and adequately completed under the contract except upon the issuance of a Construction Completion Certificate for the same by the Village;
 - (f) The Developer shall coordinate with the Village the Third Party work forces and others to facilitate the installation of utilities and shall protect such utilities from damage;
 - (g) That the Developer will ensure that the Third Party will carry adequate public liability insurance of an amount and coverage satisfactory to the Village to protect the Village from any claims, actions or demands arising from the pursuance or purported pursuance of the work being performed by such Third Party.

9. COMPLIANCE WITH ALL PLANS AND SPECIFICATIONS

- 9.1 The Developer shall, at all times during the construction and installation of the Municipal Improvements comply fully with all terms, conditions, provisions, covenants and details as may be set out in the Engineering Plans and Drawings as accepted by the Village, and such terms and conditions as may otherwise be required pursuant to this Agreement or be agreed upon in writing between the Village and the Developer.
- 9.2 The provisions of this Agreement shall be additional to and not in substitution for any law, whether Federal, Provincial or Municipal, prescribing requirements relating to construction standards and the granting of development, building and occupancy permits.

10. ACCEPTANCE OF MUNICIPAL IMPROVEMENTS AND TRANSFER OF MUNICIPAL IMPROVEMENTS TO VILLAGE

- 10.1 For purposes of this Section, the Village and the Developer agree that no Municipal Improvement shall be considered complete unless and until:
- (a) the Municipal Improvement has been fully constructed and installed in accordance with the agreed upon Engineering Plans and Drawings and accepted engineering and construction practices.
 - (b) all testing has been completed and the results accepted by the Village;
 - (c) all easements, utility rights-of-way and restrictive covenants have been submitted to the Village for endorsement and in a form acceptable to the Village;
 - (d) all Public Properties which have been disturbed or damaged have been fully restored by the Developer;
 - (e) the Municipal Improvement is suitable for the purpose intended.
- 10.2 When the Developer claims that the Municipal Improvements for a particular portion of the Development Area have been constructed and installed in accordance with the requirements of this Agreement, then the Developer or the Developer's Consultant Engineer shall give notice in writing in the form of a "Construction Completion Certificate" of such claimed completion to the Village. Construction Completion Certificates can be issued separately for the portions of infrastructure including surface improvements.
- 10.3 Within **THIRTY (30)** days of receipt of such claim of completion, the Village will notify the Developer or the Developer's Consultant Engineer in writing of its acceptance (by the issuance of a **Construction Completion Certificate**) or rejection of the Municipal Improvements so completed.
- 10.4 Notwithstanding Subsection 10.3, the Village may give notice to the Developer of the Village's inability to conduct an inspection within the said **THIRTY (30)** days due to adverse site or weather conditions, and in such an event the time limit for such an inspection shall be extended until **THIRTY (30)** days following the elimination of such adverse site or weather conditions.
- 10.5 It is understood and agreed between the Developer and the Village that the notices required under Subsections 10.2 and 10.3 shall be given only between the Village and the Developer or the Developer's Consultant Engineer and in no event shall either the Village or the Developer give such notices through any contractor, other than the Village's or Developers Consultant Engineer, or sub-trade which may be engaged by the Developer in the construction of the Municipal Improvements.
- 10.6 In the event that any inspection contemplated in paragraph 10.3 or 10.4 reveals any deficiencies (ordinary wear and tear excepted) in relation to a particular Municipal Improvement, the Village may refuse to issue a **Construction Completion Certificate** for the Municipal Improvement and require the Developer to repair or replace the whole or any portion of any such Municipal Improvements; **PROVIDED**, that upon completion of the repairs or replacement required to correct any such deficiencies, the Developer or Developer's Consultant Engineer may request a further inspection and issuance of a **Construction Completion Certificate**.

- 10.7 It is understood and agreed between the Developer and the Village that the Village shall be at liberty in its sole discretion to issue a written conditional **Construction Completion Certificate** for the Municipal Improvements and such Certificate shall be conditional upon the completion of minor deficiencies by the Developer within a time specified by the Village; **PROVIDED**, that the commencement of the Warranty Period in relation to any such deficiency, if rectified within THIRTY (30) days, shall be back-dated to the date of the said conditional Construction Completion Certificate; **AND PROVIDED FURTHER**, that the Warranty Period in relation to any such deficiency, if not rectified within the said THIRTY (30) days, shall not commence until such time as such deficiency has been rectified by the Developer and received acceptance of the Village in accordance with this Agreement.
- 10.8 Within SIXTY (60) days of the receipt by the Village of a request for a Final Acceptance Certificate, the Village shall undertake an inspection of the Municipal Improvements and the Village shall within the said SIXTY (60) days advise the Developer and the Developer's Consultant Engineer in writing of any deficiencies (ordinary wear and tear excepted) in relation to the Municipal Improvements; **PROVIDED**, that the provisions of Subsection 10.4 shall also apply to any request for the issuance of a Final Acceptance Certificate.
- 10.9 In the event that any inspection contemplated in Subsection 10.10 reveals any deficiencies in relation to a particular Municipal Improvement the Village may refuse to issue the Final Acceptance Certificate of the Municipal Improvements and require the Developer and the Developer's Consultant Engineer to repair or replace the whole or any portion of any such Municipal Improvements; **PROVIDED**, that upon completion of the repairs or replacement required to correct any such deficiencies, the Developer may request that a further inspection and issuance of a Final Acceptance Certificate.
- 10.10 In the event that any inspection contemplated in Subsection 10.10 reveals that there are no deficiencies in relation to the Municipal Improvements, the Village shall issue in writing its Final Acceptance Certificate for the Municipal Improvements within THIRTY (30) days.
- 10.11 It is understood between the Village and the Developer that the Village shall be at liberty to issue a conditional Final Acceptance Certificate for the Municipal Improvements and such acceptance shall be conditional upon the completion of minor deficiencies by the Developer within THIRTY (30) days.
- 10.12 Upon the issuance of a Construction Completion Certificate by the Village for the Municipal Improvements, the Developer hereby acknowledges that all right, title and interest in the Municipal Improvements (excluding facilities owned by private utility companies) located on or under Public Properties (including utility rights-of-way and easement areas) vests in the Village without any cost or expense to the Village therefore, and the Municipal Improvements shall become the property of the Village.

- 10.13 Notwithstanding anything contained in this Agreement to the contrary, the Developer acknowledges and agrees that the Warranty Period for the Municipal Improvements shall not expire before the issuance of a Final Acceptance Certificate for the Municipal Improvements by the Village to the Developer; PROVIDED, that in the event that either party refers to arbitration the Developer's right to the issuance of a Final Acceptance Certificate for the Municipal Improvement, the arbitrator shall, in accordance with the terms of this Agreement, determine the date upon which any such Final Acceptance Certificate is to be effective.
- 10.14 Following the issuance of a Construction Completion Certificate for the Municipal Improvements, the Village agrees that it shall assume the normal operation (excluding repairs or matters arising from inadequate or deficient design or construction) of the Municipal Improvements excluding landscaping, fencing and facilities owned by private utility companies.
- 10.15 The Village and the Developer agree that in respect to each stage of the Development Area that the Developer may apply for separate Construction Completion Certificates and Final Acceptance Certificates, and the Village may issue separate Construction Completion Certificates and Final Acceptance Certificates, for underground Municipal Improvements, and above ground Municipal Improvements including landscaping.
- 10.16 After the issuance of the Construction Completion Certificate, the Developer shall be responsible for any and all repairs and replacements to any utilities or improvements which may, in the Village's sole opinion become necessary, excepting normal wear and tear, up until the issuance of the Final Acceptance Certificate. The Village and Developer shall perform a visual inspection as part of professional due diligence and prepare the Final Acceptance Certificate Documentation.

11. MAINTENANCE OF MUNICIPAL IMPROVEMENTS BY DEVELOPER

- 11.1 The Warranty Period in respect to any of the Municipal Improvements shall commence with the issuance of the Construction Completion Certificate for any such Municipal Improvements in good condition and repair and the Developer shall, subject to Subsection 10.15, repair or replace the whole or any portion thereof during such Warranty Period as set out in Schedule "E" where such repair or replacement is required, as determined by the Village, as a result of any cause other than the neglect by the Village, its servants, agents or contractors in the use and operation thereof.
- 11.2 The Developer acknowledges and agrees that prior to the issuance of a Final Acceptance Certificate for any landscaping work, or portion thereof, the Village shall be entitled to require the Developer to replace any trees, shrubs or grass which may have died or failed to achieve proper growth, as determined by the Village in its discretion; AND FURTHER, the Village shall be entitled to require the replacement or repair of any other landscaping works such as berming, landscaped area irrigation lines or valves, rip-rap, noise attenuation fencing or screen fencing which is not in accordance with the Engineering Plans or Landscape Drawings as a result of any cause other than neglect by the Village, its servants, agents or contractors in the use and operation thereof.

- 11.3 The Developer covenants that it shall fully comply with the Agreed Standards and accepted engineering and construction practices, in undertaking and completing the repair or replacement of any of the Municipal Improvements pursuant to the requirements of this Section.
- 11.4 The Developer agrees that in the event of any emergency arising during the Warranty Period, the Village being the sole judge of what constitutes an emergency, then the Village shall have the right in its discretion to undertake any repair or remedial work to the Municipal Improvements deemed necessary or appropriate by the Village and all costs and expenses incurred by the Village in that regard shall be paid by the Developer to the Village upon demand.
- 11.5 The Developer covenants that during the Warranty Period that the Developer shall be responsible, at the Developers own cost and expense, for adjusting and maintaining all hydrants, valve boxes (for both hydrants and mains) and appurtenances thereto until the Village has assumed responsibility for the maintenance of roadways as provided in this Agreement.
- 11.6 The Developer covenants and agrees that in the event that the Village is of the opinion that any repair or replacement required during the Warranty Period is of a major nature, the Village shall be entitled, in its discretion, to require a further full Warranty Period for the particular Municipal Improvement, or portion thereof, and such further Warranty Period shall commence upon the Village issuing a Construction Completion Certificate for the repair or replacement work.

12. SUBDIVISION PLANS, UTILITY EASEMENTS AND OTHER INSTRUMENTS

- 12.1 The Engineering Plans shall designate rights-of-way of widths adequate to the needs of the Village and utility companies, for the construction and installation of Municipal Improvements and services, natural gas, power, and telecommunication service to the Development Area, and shall be of a width and in such locations as required by the Village.
- 12.2 The Developer agrees that the easements and utility rights-of-way shall be in a form acceptable to the Village and shall be a first charge (excepting other easements and utility rights-of-way) and that the Developer shall obtain and register postponements of all liens, charges and encumbrances in favour of the easements.
- 12.3 Such easements or utility rights-of-way shall provide that the Village shall have the right either:
- (a) to assign all or any parts of the rights thereby granted to operators of the respective utilities; or
 - (b) to grant permits or licenses to install, repair and replace gas, power and telecommunication lines, and all drainage systems.
- 12.4 The Developer covenants that it shall register or cause to be registered against the Development Area or other lands controlled by the Developer, in a form acceptable to the Village, restrictive covenants and other instruments, which are required by any subdivision approval for the Development Area or otherwise required under the terms of this Agreement.

13. MUNICIPAL IMPROVEMENTS

- 13.1 As lots are developed in parts of the Subdivision Area, the Village will provide thereto, as required, subject to the terms of this Agreement, all municipal improvements which are normally supplied to all other similar parts of the Village and to the same standards and costs, subject to such limitations that may be imposed by reason of the progress of the Developer's work or the availability of such services.
- 13.2 The Developer shall, at all times after any premises within the Development Area are occupied and used, provide and ensure continuous roadway access to such occupied premises.

14. FENCING

- 14.1 It is understood and agreed between the Village and the Developer that the Developer has, at its own expense, as part of the development of the Development Area, constructed fences in accordance with the Agreed Standards, or where required by the Village, including public utility lots and walkways, as shown on the Engineering Plans or Landscape Drawings.
- 14.2 Any fencing as contemplated herein which is wholly located upon Public Properties and does not abut upon other properties, shall be maintained by the Developer during the Warranty Period as provided in this Agreement.
- 14.3 Any fencing which is intended to separate Private Properties from other lands or Public Properties shall be constructed wholly upon the Private Properties.
- 14.4 Any uniform fencing which is on Private Properties shall be maintained by the Developer until the expiration of the Warranty Period for such uniform fencing and thereafter shall be maintained by the owners of the properties upon which the uniform fencing is located, and further, in order to ensure the maintenance obligations of such owners, the Developer shall, prior to selling or transferring any such properties, register against such properties a restrictive covenant, in a form acceptable to the Village, which shall impose such maintenance obligations upon the future owners of such properties.
- 14.5 The Developer agrees that in addition to the requirements for any permanent fencing within the Subdivision Area, that the Developer shall, at the Developer's own cost and expense, construct and maintain temporary fencing of a type and standard acceptable to the Village around all municipal reserves that have been seeded and any environmental reserves or any stockpile of soil or excavation area prior to any development or building permits being issued.

15. MAINTENANCE OF THE DEVELOPMENT AREA

- 15.1 The Developer shall be responsible, at the Developer's expense, save as hereinafter specifically limited, to maintain the Developer's lands and all Public Properties within the Development Area in such condition as may be reasonably required by the Village, by mowing grass thereon, and eliminating weeds, refuse, litter and undesirable vegetation.
- 15.2 The Developer shall provide or ensure that his Contractors and sub-trades provide onsite sanitary services for persons employed on the construction site and refuse containers for garbage containment and disposal.

- 15.3 The Developer shall provide or ensure that his Contractors and sub-trades provide refuse bins for the containment and removal of refuse, litter and unused or scrap construction material.
- 15.4 Notwithstanding Section 4, the Developer shall be responsible to provide positive drainage on all rough graded and undeveloped lots within the development area, and in the event positive drainage cannot be achieved, shall, after every rain, ensure that all trap lows within the development area are pumped or drained into the storm water management system.
- 15.5 The Developer shall ensure that his Contractors and sub-trades will not commence work on the site before the **hours of 7 am Monday to Friday and 9 am on Saturday and Sunday** and shall not work past the **hours of 10 pm Monday to Friday and 6 PM on Saturday and Sunday**.
- 15.6 Where the Developer has sold a lot (and transferred possession) within the Development Area, the Developers obligations under this Section in respect only to such lot, shall cease.
- 15.7 The Developer covenants and agrees that it shall, at the Developers own cost and expense, be responsible for the cleanup and removal of all construction debris, foreign material, and dirt, including the periodic cleaning of streets, from the Development Area subject to the following conditions:
- (a) it shall be the responsibility of the Developer to monitor the condition of Public Properties and take immediate action as necessary to comply with the provisions of this section;
 - (b) in the event that the Village considers that any cleanup or removal of construction debris, foreign material or dirt is required, the Developer shall, within **FORTY-EIGHT (48)** hours of receiving written notice from the Village, take all necessary action as determined by the Village, failing which, the Village may take action and charge back all costs and expenses to the Developer and should the Developer default in reimbursement of the Village costs, the Village shall be at liberty to charge the cost against the Subdivision Area in a like manner as Taxes;
 - (c) the Developers obligations under this section shall cease upon execution of all Final Acceptance Certificates.
- 15.8 The Village shall assume the normal maintenance of all other Public Properties which have been seeded to grass, such as parks, buffer strips, and the like, after satisfactory germination and establishment of grass sown by the Developer on such Public Properties, and after the granting of the Final Acceptance Certificates.

16. SHARING OF SERVICING COSTS CONSTRUCTED BY OTHER PARTIES

- 16.1 The Developer recognizes and agrees that the Development within the Development Area will benefit from the oversizing or construction of Municipal Improvements which have been or will be constructed by the Village or parties other than the Developer in areas adjacent to the Development Area and in other areas, and therefore, the Developer agrees that it shall bear and pay its proportionate share of such other Municipal Improvements as determined in the discretion of the Village.

- 16.2 The method of calculating the Developer's proportionate share of such Municipal Improvements constructed by other parties shall be determined solely by the Village in accordance with good engineering and construction practices, the provisions of any relevant bylaws of the Village and in accordance with any agreements which the Village has entered into, or may enter into, with contractors, other developers or other persons in respect to the construction of such Municipal Improvements.
- 16.3 Nothing in this Agreement shall preclude the Village from levying in a lawful manner any special frontage assessment or uniform unit rate assessment or special local benefit assessment for the construction, expansion or extension of Municipal Improvements, other than such Municipal Improvements or portions of such Municipal Improvements, which are covered by the provisions of this Agreement.
- 16.4 For purposes of Subsection 16.2 the Village agrees that it shall use actual costs when determining the Developer's proportionate share of the Municipal Improvements constructed by the Village or other parties; PROVIDED, that in the event that actual costs have not been finalized, the Village shall prepare an estimate of the Developer's proportionate share of the costs based upon information obtained from the party that is, or will be, constructing the said Municipal Improvements.
- 16.5 In the event that the Developer's proportionate share of the costs of any Municipal Improvement constructed by the Village or other parties, based upon actual costs, has been determined at the time of the execution of this Agreement, the Developer shall upon the execution of this Agreement pay the Developer's proportionate share of the said costs to the Village or other party which constructed the said Municipal Improvements and, in the event of payment to a party other than the Village, the Developer shall provide proof of payment to the Village.
- 16.6 In the event that the actual costs for any Municipal Improvement which has been or will be constructed by the Village or other parties has not been finalized at the time of Plan of Subdivision endorsement the Developer shall provide security to the Village equal to ONE HUNDRED (100%) percent of the Developers proportionate share of the said costs as estimated by the Village.
- 16.7 The Developer covenants and agrees that the Developer shall not receive approval of Construction Completion Certificates within the Development Area, nor endorse any Plan of Subdivision for the Subdivision Area, unless and until the Developer has paid the Developers proportionate share of the costs of Municipal Improvements constructed by the Village or other parties, or has deposited security for the payment of the said costs, as provided herein.
- 16.8 The Developer agrees that when the costs for Municipal Improvements constructed by the Village or other parties have been finalized, the Developer shall within THIRTY (30) days of being invoiced pay the Developers proportionate share of the said costs to the Village or other party which constructed the said Municipal Improvements and, in the event of payment to a party other than the Village, the Developer shall provide proof of payment to the Village.
- 16.9 The Village and the Developer agree that once the costs for Municipal Improvements constructed by the Village or other parties have been finalized, and the Developer has paid the Developers proportionate share of the said costs, then the Village shall, subject to Section 23 reduce or release the security required under this Section.

16.10 The Village and the Developer agree that the Municipal Improvements which, at present, have been or are proposed to be constructed by the Village or other parties and which will be of benefits to lands within the Development Area are set forth in Schedule "A" of this Agreement.

17. LEVIES AND FEES

17.1 The Developer agrees that the Development Area will benefit from new or expanded off-site water, sanitary sewer, roadway and storm drainage facilities which will be utilized to provide municipal services to the Development Area, and accordingly, the Developer covenants and agrees to pay to the Village off-site levies as established by the Village, as may be amended from time to time.

17.2 The Developer covenants and agrees that the off-site levies established by the Offsite Levy Bylaw of the Village and payable by the Developer to the Village are the amounts specified in Schedule "F" of this Agreement and that arrangement for payment of the off-site levies shall be made upon the execution of this Agreement and as per the agreed upon terms as set out in Schedule "B".

18. INTEREST ON MONIES OWED TO VILLAGE

18.1 Except as otherwise specifically provided in this Agreement, if there are any sums or monies owed by the Developer to the Village with relation to this Agreement they shall bear interest calculated monthly and calculated from the date upon which such sum or monies are due and payable and such interest shall be calculated at a rate per annum equal to the Prime Rate and such interest rate shall be adjusted from time to time in accordance with any change to the Prime Rate.

18.2 In the event that the Village, pursuant to this Agreement, is holding any monies, for the purposes of security, belonging to the Developer, the Village shall invest such monies and upon the Village returning such monies, the Developer shall be entitled to both the principal amount and interest thereon at the Prime Rate (less any amounts lawfully owing from the Developer to the Village) and such interest rate shall be adjusted from time to time in accordance with any change to the Prime Rate.

18.3 For purposes of calculating interest under Subsections 19.1 and 19.2, the Prime Rate established on the first business day of a particular month shall be utilized and shall be deemed to be the Prime Rate for that entire month.

19. AMOUNTS PAYABLE UNDER THIS AGREEMENT

19.1 The Developer acknowledges and agrees that the Village and the Developer are properly and legally entitled to make provision in this Agreement, for the purposes specified herein, for the payment by the Developer to the Village of the various sums prescribed in this Agreement, AND FURTHER:

(a) The Developer acknowledges and agrees that the Agreement by the Developer to pay the said sums is an inducement offered by the Developer to the Village to enter into this Agreement;

(b) The Developer acknowledges that the Village has agreed to enter into this Agreement on the representation and agreement by the Developer to pay to the Village the sums specified in this Agreement;

- (c) The Developer agrees that the Village is fully entitled in law to recover from the Developer the sums specified in this Agreement;
- (d) The Developer hereby waives for itself and its successors and assigns any and all rights, defenses, actions, causes of action, claims, demands, suits and proceedings of any nature or kind whatsoever, which the Developer has, or hereafter may have, against the Village in respect to the Developer's refusal to pay the sums specified in this Agreement;
- (e) The Developer for itself and its successors and assigns hereby releases and forever discharges the Village from all actions, claims, demands, suits and proceedings of any nature or kind whatsoever which the Developer has, or may hereinafter have, if any, against the Village in respect to any right or claim, if any, for the refund or repayment of any sums paid by the Developer to the Village pursuant to this Agreement.

19.2 The Village and the Developer agree that any amounts of money presently or hereafter owing by the Developer to the Village pursuant to the provisions of this Agreement, whether by way of a liquidated or un-liquidated claim, and howsoever arising, shall be a charge and encumbrance against the Subdivision Lands of this Agreement, and further, that the Village shall be entitled to recover any such monies owing, together with all costs on a solicitor and client basis, by enforcing the charge and encumbrance against the Subdivision Lands of this Agreement.

20. DEFAULT BY THE DEVELOPER

20.1 In the event that the Village claims that the Developer is in default in the observance and performance of any of the terms, covenants or conditions of this Agreement, the Village may give the Developer THIRTY (30) days' notice in writing of such claimed default and requiring the Developer to rectify same within the said period of THIRTY (30) days.

20.2 If the Developer denies that it is in default as claimed in such notice, the Developer shall within TEN (10) days of receipt of such notice request a reference to arbitration pursuant to the provisions of Section 22 hereof. If the Arbitrator confirms the claimed default, the Developer shall, notwithstanding the provisions of paragraph 20.1, have a period of THIRTY (30) days from the receipt of the arbitration ruling within which to rectify such default.

20.3 The Developer agrees that in the event that the Village has given the Developer written notice of default and the Developer does not, within TEN (10) days of receipt of the written notice, dispute that it is in default, then the Developer shall conclusively be deemed to have acknowledged the default.

- 20.4 Notwithstanding anything to the contrary herein, in the event that the Village, in its discretion, considers it necessary to undertake any immediate work in connection with the construction, installation or repair of the Municipal Improvements in a situation which the Village considers to be an emergency, the Village shall immediately notify the Developer of such situation and shall be entitled to then cause such work to be done; PROVIDED, that upon completion of said emergency work, the Village shall give notice in writing to the Developer if the Village claims that such repair work was made necessary by reason of a default on the part of the Developer in the observance or performance of the terms, covenants and conditions of this Agreement, and if the Developer denies the claimed default, it shall within TEN (10) days request a reference to arbitration pursuant to the provisions of Section 22 hereof.
- 20.5 The Developer agrees that the Village shall, for purposes of undertaking any emergency work, have free and uninterrupted access to all portions of the Development Area and any other areas under the control of the Developer and that the Village shall not be hindered nor restricted in any manner whatsoever in obtaining or exercising such right of access.
- 20.6 The decision of the Arbitrator in any reference respecting a claimed default on the part of the Developer shall be final and binding upon the Village and the Developer.
- 20.7 The Village and the Developer agree that any rights and remedies available to the Village whether specified in this Agreement or otherwise available at law, are cumulative and not alternative and the Village shall be entitled to enforce any right or remedy in any manner the Village deems appropriate in its discretion without prejudicing or waiving any other right or remedy otherwise available to the Village.

21. **ARBITRATION**

- 21.1 Subject to any other provisions of this Agreement to the contrary, if any dispute or difference between the Parties shall arise under this Agreement, either party may give to the other notice of such dispute or difference and refer such dispute or difference to arbitration in accordance with the provisions of this Agreement.
- 21.2 Arbitration hereunder shall be by a reference to an independent person to be elected jointly by the Village and the Developer, and his decision shall be final and binding. In the event that the Village and the Developer shall fail to agree on an arbitrator within **FORTY-EIGHT (48)** hours of either party giving to the other party notice of a dispute or difference pursuant to Subsection 22.1 hereof, then an application shall be made to a Justice of the Court of Queen's Bench of Alberta to select the arbitrator.
- 21.3 All charges, fees and expenses of the arbitrator shall be borne and paid by the Village or the Developer, or proportionately by both the Village and the Developer, depending upon their respective fault as found by the arbitrator.

21.4 Nothing in this Agreement shall authorize any reference to arbitration as to any matter or question which under this Agreement is expressly or by implication required or permitted to be decided by the Village, the Committee of the Whole or the Council of the Village or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by the Village, or the Council of the Village. In any such instance the discretion, decision, opinion or determination of the Village or the Council of the Village, as the case may be, shall be final and binding upon the Developer.

22. INDEMNITY

22.1 The Developer shall indemnify and save harmless the Village from any and all losses, costs, damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer in pursuance or purported pursuance of this Agreement.

22.2 The Developer shall ensure that any contractors that have been engaged to perform work shall require a statement from the Worker's Compensation Board certifying that all assessments due by any Contractor have been paid.

22.3 The Developer covenants and agrees that they, or their representatives shall carry comprehensive liability insurance and that the following provisions shall apply to such insurance:

- (a) the Village and the Village's Engineers shall be a named insured in all public liability policies;
- (b) all policies shall provide that an event of default on the part of the Developer, its servants or agents, shall not be an event of default on the part of the Village;
- (c) none of the policies shall be cancelled unless **THIRTY (30)** days prior written notice of cancellation is first given to the Village;
- (d) copies of all policies of insurance shall immediately be provided to the Village upon written request by the Village;
- (e) the developers insurance polices shall have the following minimum limits of coverage:
 - i) **Public Liability or Property Damage** - Bodily Injury - each person ONE MILLION \$1,000,000 DOLLARS; each accident ONE MILLION \$1,000,000 DOLLARS - Property Damage (Aggregate) each accident TWO MILLION DOLLARS (\$2,000,000.00) DOLLARS;
 - ii) **Automobile Public Liability and Third Party Property Damage** - Non-Owned Vehicles - Bodily Injury - each person ONE MILLION \$1,000,000 DOLLARS; each accident ONE MILLION \$1,000,000 DOLLARS - Property Damage, each accident TWO MILLION DOLLARS (\$2,000,000.00) DOLLARS.

- (f) The developer shall ensure that any contractors that have been engaged to perform work shall require that insurance policies shall have the following minimum limits of coverage:
- i) **Public Liability or Property Damage** - Bodily Injury - each person FIVE MILLION (\$5,000,000.00) DOLLARS; each accident FIVE MILLION (\$5,000,000.00) DOLLARS - Property Damage (Aggregate) each accident TWO MILLION DOLLARS (\$2,000,000.00) DOLLARS;
 - ii) **Automobile Public Liability and Third Party Property Damage** - Owned and Non-Owned Vehicles - Bodily Injury - each person FIVE MILLION (\$5,000,000.00) DOLLARS; each accident FIVE MILLION (\$5,000,000.00) DOLLARS - Property Damage, each accident TWO MILLION DOLLARS (\$2,000,000.00) DOLLARS.

23. SECURITY

- 23.1 In order to ensure to the Village full compliance by the Developer with the terms, covenants and conditions of this Agreement, the Developer hereby covenants and agrees that it shall deliver and deposit with the Village, in respect to the Development Area, security in the form hereinafter prescribed.
- 23.2 In addition to Sections 16 and 18, and Subsection 23.3 and upon execution of this agreement the Developer shall deposit with the Village a Letter of Credit or a Bond of the estimated cost to complete the uncompleted Municipal Improvements and existing deficiencies, and which letter of credit shall:
- (a) Contain a statement that the Letter of Credit is issued in favor of the Village in consideration of the Village entering into this Agreement with the named customer of the issuing bank; and
 - (b) An acknowledgment by the issuing bank that the Village shall be entitled to draw on the said Letter of Credit in accordance with the provisions of this Agreement by demanding same and without further condition or further requirement, and an undertaking by the issuing bank to promptly honor and pay draws made by the Village without the issuing bank making any inquiries as to the entitlement of the Village to make any such draws; and
 - (c) Any Letter of Credit provided as security by the Developer shall contain a covenant by the issuer that if the issuer has not received a release from the Village SIXTY (60) days prior to the expiry date of the security, then the security shall automatically be renewed, upon the same terms and conditions, for a further period of ONE (1) year.
- 23.3 The estimated cost of Municipal Improvements shall be based:
- (a) where actual tendered costs are available, the tendered costs shall be used;
 - (b) where actual tendered costs are not available, the Developers Consultant shall prepare cost estimates which shall be submitted to the Village for approval, and if approved by the Village, such cost estimates shall be used, and in the event the Village does not agree with the estimated costs of such Municipal Improvements as determined by the Developer's Consulting Engineer, the Village

may require an independent Consultant Engineer to review the cost estimates and that estimate shall prevail.

- (c) as per Schedule G
- 23.4 The said Security as above referred to shall be maintained in full force and effect during the period following the issuance of a Construction Completion Certificate and evidence of renewal thereof shall be produced to the Village when required.
- 23.5 Any Security herein required to be deposited by the Developer may be required to be increased or decreased within THIRTY (30) days of each anniversary of the Plan of Subdivision registration throughout the currency of this Agreement, if it shall appear to the Village that the Security deposited is excessive or insufficient in relation to the costs or protection to the Village, for which Security has been provided.
- 23.6 The Letter of Credit may be increased to a value not greater than ONE HUNDRED percent (100%) of the estimated cost of completing the construction of Municipal Improvements as required by the Engineering Plans.
- 23.7 The Letter of Credit shall be released upon issuance of Final Acceptance Certificates.
- 23.8 In the event that the Village is of the opinion that:
 - (a) a default by the Developer has not been rectified by the Developer in accordance with the provisions of this Agreement.
 - (b) a default by the Developer has been rectified by the Village in accordance with the provisions of this Agreement and the Developer has failed to pay the costs and expenses of such rectification within THIRTY (30) days after receipt from the Village of an account therefore;
 - (c) emergency repair work has been done to Municipal Improvements by the Village in accordance with the provisions of this Agreement and the Developer fails to pay the costs and expenses of such repair work within THIRTY (30) days after receipt from the Village of an account therefore;
 - (d) the Developer by any act or omission is in default of any term, condition or covenant of this Agreement;
 - (e) the security to be provided by the Developer to the Village pursuant to this Agreement is due to expire within a period of SIXTY (60) days and the Developer has not deposited with the Village a renewal or replacement of such security in terms and form acceptable to the Village;

the Village may invoke the provisions of this Section, and make demands as payee and beneficiary under the Irrevocable Letter of Credit provided by the Developer to the Village pursuant to the requirements of this Agreement.

- 23.9 In the event that the Village has negotiated or called upon the security to be deposited by the Developer with the Village in circumstances where the said security was due to expire within the said SIXTY (60) day period, then the Village shall be entitled to hold any funds thereby obtained in lieu of the security which has been negotiated or called upon.

- 23.10 In the event that the Village has negotiated or called upon the security to be deposited by the Developer with the Village, the Village may, at its option and discretion, use any funds thereby obtained in any manner the Village deems fit to discharge the obligations of the Developer pursuant to this Agreement.
- 23.11 Notwithstanding any of the provisions herein, in the event of the failure of the Developer to perform any of its obligations hereunder, the Village may, at its option and in addition to any other remedy that it may have available at law, in equity, or otherwise, perform such obligation either by employing contractors to do so or otherwise. All costs incurred by the Village in performing any of the Developer's obligations hereunder shall be recoverable from the Developer on demand, may be recovered under the Letter of Credit and as additional and collateral security shall constitute a charge, in the form of costs being added to the tax roll against the Subdivision Area lands until paid.

24. DELIVERY OF DOCUMENTS TO VILLAGE

- 24.1 It is understood and agreed between the Village and the Developer that the construction of municipal improvements within Phase 2 were carried out to the accepted standards of the at the time of Phase 1 approval and that the relevant signed Phase 1 and 2 Construction Completion Certificates are accepted.
- 24.2 Accompanying the issuance of a Construction Completion Certificate for Municipal Improvements, the Developer shall deliver to the Village all documentation as follows:
- (a) As-built drawings of all underground Municipal Improvements;
 - (b) All outstanding letters of credit or monies owed to the Village.
- 24.3 FORTHWITH upon the completion of the construction and installation of the Municipal Improvements for a particular stage and an application being made for the issuance of a Construction Completion Certificate (CCC), the Developer shall submit with the application, inspections and testing and invert information to the Village.
- 24.4 The Developer shall, SIX (6) MONTHS prior to an application being made for Final Acceptance Certificates (FAC) deliver to the Village all "as built" Plans and profile record drawings, as herein required, in a form and to standards specified by the Village which may include paper form, computer records or design, or any other form required by the Village.
- 24.5 The Final Acceptance Certificate shall not be issued until SIX (6) months have elapsed subsequent to the date of the submission of the records and the "as built" drawings; AND PROVIDED, that the Final Acceptance Certificate shall not be issued prior to the expiration of the Warranty Period.

25. BANKRUPTCY OR INSOLVENCY

- 25.1 In the event that the Developer:
- (a) becomes insolvent, bankrupt, or receiver of the Developer is appointed,
 - (b) takes advantage of any general legislation for the benefit of debtors,
 - (c) abandons the Municipal Improvements for a period of three (3) months or more,
- or

- (d) has failed to complete all Municipal Improvements within forty-eight (48) months of execution of this Agreement and failed to deliver to the Village additional security or security with an extended term, or both, as may be required to ensure the diligent and timely completion of the Local Improvements, or
- (e) has failed to pay the required off-site levies as set out in this agreement, the Village may impose a local improvement or other tax on the Subdivision Area, or portions thereof, for the purpose of Completing the Municipal Improvements and collecting the off-site levies. Nothing in this Subsection shall fetter the discretion of the Village to impose local improvement or other taxes from time to time, as the Village shall, in its sole, absolute and unfettered discretion deem appropriate.

25.2 In addition to Subsection 25.1, and subject to Subsection 25.4, in the event that the Developer:

- (a) becomes insolvent, bankrupt, or receiver of the Developer is appointed,
- (b) takes advantage of any general legislation for the benefit of debtors,
- (c) abandons the Municipal Improvements for a period of **SIX (6)** months or more the Village shall be entitled, upon written notice hereinafter referred to as Option to Purchase to the Developer within **TEN (10)** years from the date of execution of this Agreement to acquire from the Developer all of the Developer's right title and interest in the Municipal Improvements and all related easements for the sum of **TEN DOLLARS (\$10.00)** and the assumption of the Developer's obligation to warrant the Municipal Improvements for the benefit of the Village.

25.3 A mortgagee of all or any portion of the Subdivision Area shall be entitled from time to time or at any time, to assume the obligations of the Developer in respect to constructing and completing the Municipal Improvements for the Subdivision Area and upon assuming such obligations the Village shall not be entitled to exercise the Option to Purchase as provided in Subsection 25.2 unless the Mortgagee subsequently becomes insolvent, bankrupt or a receiver of the mortgagee is appointed, or the mortgagee takes advantage of any general legislation for the benefit of debtors or the mortgagee abandons the Municipal Improvements for a period of three (months) or more.

26. COMPLIANCE WITH LAW

26.1 The Developer shall at all times comply with all Federal, Provincial and Municipal legislation, regulations, bylaws and resolutions relating to the development of the Development Area by the Developer.

26.2 This Agreement does not constitute approval of any subdivision and is not a development permit, building permit nor other permit granted by the Village, and it is understood and agreed that the Developer shall obtain all approvals and permits which may be required by the Village or by any other governmental authority.

26.3 Where anything provided for herein cannot lawfully be done without the approval or permission of any authority, person or board, the rights or obligations to do it do not come into force until such approval or permission is obtained; PROVIDED, that the parties will do all things necessary by way of application or otherwise in an effort to obtain such approval or permission.

26.4 If any provision hereof is contrary to law, the same shall be severed and the remainder of this Agreement shall be of full force and effect.

27. LAW OF ALBERTA APPLICABLE

27.1 The validity and interpretation of this Agreement and of each clause and part hereof shall be governed by the laws of the Province of Alberta.

28. FURTHER ASSURANCES

28.1 The parties to this Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.

29. WAIVER

29.1 A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.

30. ADDITIONAL PROVISIONS AND SPECIAL CONDITIONS

30.1 The Developer covenants and agrees that in addition to the provisions contained in the text of this Agreement, the Developer shall be bound by the additional provisions found in Schedules "A" through "G" of this Agreement as if the provisions of Schedules were contained in the text of this Agreement.

31. FORCE MAJEURE

31.1 Neither of the parties shall be deemed to be in default in respect of non-performance of its obligations under this Agreement if and so long as the non-performance is due to strikes, lockouts, fire, tempest, or acts of God or the Queen's enemies beyond its control, and all time periods shall be extended by one day for each day of delay; but delay from lack of finances shall in no event be deemed to be a cause beyond a party's control.

32. CAVEATS

32.1 The Developer acknowledges and agrees that the Village shall be at liberty, pursuant to the Municipal Government Act, Revised Statutes of Alberta 2000, as amended, upon the execution of this Agreement, to file at the Land Titles Office for the South Alberta Land Registration District a caveat against the Subdivision Area and may be registered against the undeveloped portion of the lands held in title by the Developer for purposes of protecting the Village's interests and rights pursuant to this Agreement.

33. NON-ASSIGNABILITY OF AGREEMENT

33.1 This Agreement shall not be assignable by the Developer without the express written approval of the Village.

- 33.2 It is understood between the Village and the Developer that no assignment of this Agreement by the Developer shall be permitted by the Village unless and until:
- (a) The proposed assignee enters into a further agreement with the Village whereby such assignee undertakes to assume and perform all of the obligations and responsibilities of the Developer as set forth in this Agreement;
 - (b) The proposed assignee has deposited with the Village all insurance and security as required by the terms of this Agreement.

34. SUCCESSORS AND ASSIGNS

- 34.1 This Agreement shall void any previous Development Agreement pertaining to the subject property and shall be binding upon and shall ensure to the benefit of the respective parties and their successors, successors-in-title and assigns.

35. TIME OF THE ESSENCE

- 35.1 Time shall in all respects be of the essence in this Agreement.

36. NOTICES

- 36.1 Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other, such notice, demand or request may be given by delivery by hand to, or by registered mail sent to, the respective addresses of the parties being:

Village of Beiseker P.O. Box 349
Beiseker, AB T0M 0G0
Attention: Chief Administrative Officer

AND

JR Group Ventures Inc.
33 Edgefield Way
St. Albert, AB T8N 8A1

PROVIDED, HOWEVER, that such addresses may be changed upon TEN (10) days' notice; AND PROVIDED, FURTHER, that if in the event that notice is to be served at a time when there is an actual or anticipated interruption of mail service affecting the delivery of such mail, the notice shall not be mailed but shall be delivered by hand.

37. GENDER AND NUMBER

- 37.1 This Agreement is to be read with all changes of gender and number as is required by its context.

38. EXECUTION OF AGREEMENT

38.1 The Developer hereby acknowledges that it is hereby executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that the Developer is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and that the Developer is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the day and year first above written.

Village of Beiseker

SEAL

Per: _____
Heather Leslie, CAO

JR Group Ventures Inc.

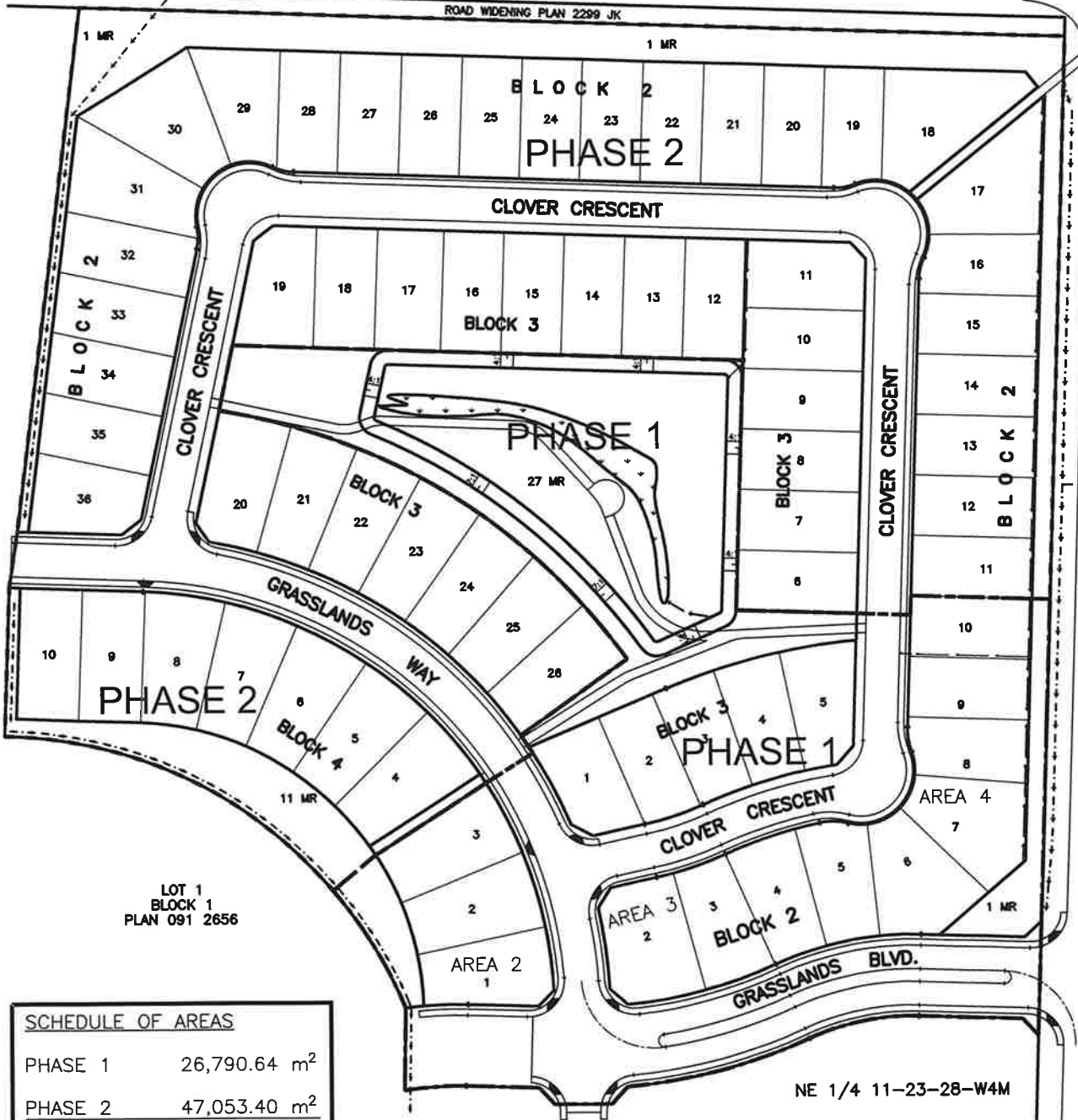
SEAL

Per: _____

Please Print Name _____

SCHEDULE "A" DEVELOPMENT AREA

SCHEDULE 'A'



LOT 1
BLOCK 1
PLAN 091 2656

NE 1/4 11-23-28-W4M

SCHEDULE OF AREAS	
PHASE 1	26,790.64 m ²
PHASE 2	47,053.40 m ²
TOTAL	73,844.04 m ²

"THE JUNCTION" PHASE 2

SCHEDULE "B" OFFSITE LEVY CALCULATION AND PAYMENT SCHEDULE

1. The total sum of all payments due pursuant Section 17 shall be prorated by dividing the total payments due by the total number of lots (excluding reserve and public utility lots) created by the registration of the Plan of Subdivision (the "Lot Payment");
2. Each payment shall be made at the time a lot title is transferred and the Village will discharge this agreement from said lot.
3. Calculation is as follows:

Area:

(Gross Area x 153.32/acre)

18.25 acres x \$153.32 / acre = \$2,797.60

Water and Sanitary Sewer:

(Total Number Of Lots x Average Daily Demand in m³/day x \$1767.67/m³/day)

71 x 1.0 m³/day x \$1767.67 = \$125,504.57

Total Levy Cost Per Lot:

(Total Area Levy + Total Water and Sanitary Sewer Levy) / Number of Lots

(\$2,716.08 + \$125,504.57) / 71 = \$1,767.67per lot

SCHEDULE "C" DEVELOPERS CONSULTANTS AND ADDRESSES

Village of Beiseker

PO Box 349
700, 1st Avenue
Beiseker, AB
T0M 0G0
Attn: Heather Leslie, CAO
Phone: 403-947-3774
Email: beiseker@beiseker.com

Village of Beiseker (Engineering Consultants)

MPE a division of Englobe
Suite 320, 6715 – 8 Street NE
Calgary, AB
T2E 7H7
Attn: Derek Veldman, P.Eng.
Phone: 403-219-6305
E-mail: dveldman@mpe.ca

Developer

JR GROUP VENTURES INC.
33 Edgefield Way
St Albert, AB
T8N 8A1
Attn: Jeevan Garmilla, P.Eng
Cell: (587) 718-0906
Email: peregrinedcltd@gmail.com

Developer

(Engineering Consultants)

Arcsons Investments Inc.
102 Lakeside Views
Strathmore, AB
T1P 1Z7
Attn: Allan R Cowan, P.L. (Eng)
Cell: (403) 312-4416
Email: arcsons@shaw.ca

SCHEDULE "D" SPECIAL CONDITIONS AND WARRANTS

1. Not Applicable

SCHEDULE "E" WARRANTY PERIODS

All periods are from the date of Construction Completion Certificates are issued unless otherwise specified.

1. Sanitary Sewers: Two Winters
2. Storm Sewers: Two Winters
3. Water Mains & Hydrants: Two Winters
4. Sewer & Water Connections: Two Years
5. Sidewalks, Curbs, Gutters and Catch Basins: Two Winters

The concrete curb and sidewalks were installed in 2012 (approximately). As far as the CCCs and FACs go, Certificates can be applied for once the concrete has been repaired, and the paving is complete.

6. Provided the underground utilities have in the opinion of the Village been installed and compacted in other than winter conditions; or if installed in winter conditions, the backfilling has been properly compacted with granular material.
7. Paved Roads, Paved Lanes and Paved Walkways: Two Winters

Certificates can be applied for immediately after installation.

- (a) Includes manhole frames and covers; water main and hydrant valves and valve operating mechanisms, cathodic protection test points, water service connection valves and valve operating mechanisms, and catch basin leads installed in paved roads, paved lanes or paved walkways.
- (b) Provided the underground utilities have in the opinion of the Village been installed and compacted in other than winter conditions; or if installed in winter conditions, the backfilling has been properly compacted with granular material.

8. Gravelled Lanes: Two Winters

(Includes manhole frames and covers; water main and hydrant valves and valve operating mechanisms; cathodic protection test points; water service connection valves and valve operating mechanisms installed in these lanes.) After the second spring thaw, the Developer shall reshape the lanes to design grades and slopes, gravel where considered necessary by the Village, repair and adjust manholes, hydrants and all valves, cathodic protection test points, catch basins and catch basin leads.

Provided

That at least 75% of the lots in the development area, that are lane serviced, have all the underground house services installed by the electric, natural gas, and telecommunication systems.

No single lane has less than 50% of the house services installed.

9. Overland Drainage Control: Two Winters

Certificates can be applied for immediately after installation.

10. Sound Attenuation Fencing: Two Winters – Not applicable

11. Landscaping for Reserve Parcels, Public Utility Lots and Underground Irrigation: Two Growing Seasons

12. Provided all reserve parcels, buffers, ornamental parks, tot lots, linear parks and public utility lots have been properly graded, loamed and seeded and there is a satisfactory catch of grass and all necessary underground irrigation and fencing required by the Agreement have been completed to the satisfaction of the Village.

13. Landscaping for Streets and Avenues

14. After all the medians, traffic islands and boulevards have been properly graded, loamed, seeded, and trees planted and there is a satisfactory catch of grass to the satisfaction of the Village, one (1) Final Acceptance Certificate will be issued, by the Village for the boulevards and medians.

15. Pumping Stations and Pressure Control Facilities: Two Winters – Not applicable

16. Final Lift of Asphalt: Two Winters

Certificates can be applied for immediately after installation.

SCHEDULE "F" CONSTRUCTION COMPLETIONS AND FINAL ACCEPTANCE CERTIFICATES

1. CONSTRUCTION COMPLETION QUALIFICATIONS

- 1.1 Sidewalks, Curbs, Gutters and Catch Basins- All sidewalks, curbs, gutters, and catch basins and all hard surfaced medians, traffic islands and boulevards shall be fully constructed (including loam and seeded) to the approved design grade and free of damage, except at lane crossings and easements wherein utilities are to be installed (not included as exceptions are underground wiring, service connections and sidewalks on fill), and all work shall be free from conditions deemed to be hazardous by the Village.
- 1.2 Those portions omitted shall be completed within one (1) year from the issuance of the Construction Completion Certificate for adjacent sidewalks, curbs and gutters, and this shall be a condition of the issuance of the Construction Completion Certificate. Should the omitted sections not be completed within one (1) year from the date of the issuance of the Construction Completion Certificate, the maintenance period shall be extended to one (1) year from the date of the completion of the omitted sections.
- 1.3 Paved Roads, Paved Lanes and Paved Walkways- All catch basin leads, manhole frames and covers, water main valves and hydrant valves (and valve operating mechanisms), sewer and water service connections (and valve operating mechanisms), shall have been completed in the paved roads, paved lanes and paved walkways, prior to the Construction Completion Certificate for paved roads, paved lanes and paved walkways being issued.
- 1.4 The paved road, paved lane and paved walkway surfaces shall be constructed except where:
 - (a) the installation of the electric power, gas, telephone and cable T.V. utilities has caused the omission of construction of portions of the asphalt surface but the deep base is in place. In any event the total length of the omitted sections shall not exceed fifteen percent (15%) of the total length of the paved roads, paved lanes and paved walkways being constructed; or
 - (b) when the Village deems it necessary to construct portions of any paved walkways at a later date to facilitate the landscaping with adjoining lots.
- 1.5 The construction of the said omitted sections of asphalt surface shall be constructed within one (1) year from the issuance of the Construction Completion Certificate for the adjacent paved roads, paved lanes and paved walkways. Should the omitted sections not be completed within one (1) year of the date from the issuance of the Construction Completion Certificate, the maintenance period shall be extended to one (1) year from the date of the completion of the omitted sections.
- 1.6 Notwithstanding the foregoing the placement of the final top lift asphalt may be omitted upon approval being given by the Village. The omitted final top lift asphalt must be placed at least thirty (30) days prior to the Developer submitting the Final Acceptance Certificates for paved roads, paved lanes and paved walkways.

- 1.7 Overland Drainage Control Facilities - When all concrete drainage gutters and/ or grassed swales, erosion and sedimentation control mechanisms and features and fences are constructed to the satisfaction of the Village.
- 1.8 Sound Attenuation Fencing - When all the work has been completed to the satisfaction of the Village.
- 1.9 Landscaping for Streets and Avenues - All the medians, traffic islands and boulevards have been graded, loamed and seeded and trees planted to the satisfaction of the Village.

2. CERTIFICATES

Application for Construction Completion and Final Acceptance shall be in the form as set out herein.

General

- 1.1 Where applicable, the Developer shall submit with the Construction Completion Certificate:
 - (a) a separate certificate duly signed, and sealed, by a registered Professional Engineer of Alberta certifying that all the pre-grading, grading and back-filling operations, carried out by the Developer, have been carried out in accordance with the back-filling requirements.
 - (b) Standard Proctor and Density test results from an accredited testing company for, but not limited to the following: pre-grade, road and lane construction, all asphalt work and utility trenches. In addition, the Developer shall provide a summary form, concrete test data, asphalt test data including core data.
 - (c) samples of any materials proposed to be used or installed in any utility or improvement under this Agreement as reasonably requested by the Village. Certification for the respective improvements shall be submitted for that particular Construction Completion Certificate prior to application by the Developer and shall be in a report or reports, complete with key plans showing and indexing test locations (provide test data), and shall be signed and sealed by a registered Professional Engineer of Alberta and have been carried out in accordance with and that the work meets the requirements of the Design Standards.
- 1.2 Immediately upon the completion of the construction and installation of the improvements, the Developer shall deliver to the Village for its approval, all inspection testing records and two complete sets of prints of all design and construction cover sheets setting out the improvements constructed pursuant to this Agreement and showing actual locations, descriptions and all "as-constructed" elevations referred to geodetic datum. All plans and information required by the Village to be amended or revised shall be corrected by the Developer and re-submitted for final acceptance by the Village. Prior to an application for FAC the Developer shall submit a check set of revised profiles. Upon final approval of as-constructed plans the Developer shall deliver the original plans, hard-copy and digital form.
- 1.3 The Developer prior to issuance of Final Acceptance Certificate shall provide the Village with a copy of Building Grade Slips for each lot within the Subdivision indicating finished lot corner, finished side, and lowest top of footing elevations, water and sanitary sewer service location and elevations, driveway locations, easements, direction of drainage and other information deemed necessary by the Village for issuance with each individual Development Permit application.
- 1.4 The Developer further agrees that he will make separate application for Final Acceptance Certificates on Parks, Boulevards, Buffers, Reserves, and Fencing. These requirements are in addition to any and all of the other pre-qualifications set out herein.

- 1.5 Where applicable, the Developer shall submit with the Final Acceptance Certificate:
- (a) a separate certificate duly signed, and sealed, by a registered Professional Engineer of Alberta certifying that all the pre-grading, grading and back-filling operations, carried out by the Developer, have been carried out in accordance with the back- filling requirements.
 - (b) Three (3) Months prior to applications being submitted for Final Acceptance Certificates the Developer shall submit to the Village copies of the complete set of "as built" Plans and profile record drawings in a form and to standards specified by the Village.

CONSTRUCTION COMPLETION CERTIFICATE OR “CCC”

CONSTRUCTION COMPLETION CERTIFICATE

SUBDIVISION: _____

DEVELOPER: _____

UTILITY: _____

CONTRACTOR: _____

CONSULTING ENGINEER: _____

I, am employed by the Consulting Engineer, who is engaged by the Developer to design and inspect the construction and installation of utilities and improvements.

I do hereby certify that the utilities or improvements noted within the area shown on the attached plan have been constructed, installed and inspected in conformance in all respects to the City of Calgary’s specifications and approved designs, or as otherwise required by the Town, and that all defects and deficiencies in work and materials have been reported to the Developer and the Town and have been remedied by the Developer.

I confirm that I have been empowered by the Developer to honor, comply with and perform all of the Consulting Engineer’s obligations and to provide all the Field Services as specified in the document entitled “Consulting Engineers Field Services Guidelines”, current year issued by the Urban Development Institute/City of Calgary.

Permit to Practice Stamp

Approved on _____

Approved on _____

Town Inspector

Town Representative

FINAL ACCEPTANCE CERTIFICATE" OR "FAC"

FINAL ACCEPTANCE CONSTRUCTION COMPLETION CERTIFICATE

SUBDIVISION: _____

DEVELOPER: _____

UTILITY: _____

CONTRACTOR: _____

CONSULTING ENGINEER: _____

I, am employed by the Consulting Engineer, who is engaged by the Developer to design and inspect the construction and installation of utilities and improvements.

I do hereby certify that the utilities or improvements noted within the area shown on the attached plan have been constructed, installed and inspected in conformance in all respects to the City of Calgary's specifications and approved designs, or as otherwise required by the Town, and that all defects and deficiencies in work and materials have been reported to the Developer and the Town and have been remedied by the Developer.

I confirm that I have been empowered by the Developer to honor, comply with and perform all of the Consulting Engineer's obligations and to provide all the Field Services as specified in the document entitled "Consulting Engineers Field Services Guidelines", current year issued by the Urban Development Institute/City of Calgary.

Permit to Practice Stamp

Approved on _____

Approved on _____

Town Inspector

Town Representative

SCHEDULE "G" PERFORMANCE SECURITY

1.1 Sidewalks, Curbs, Gutters and Catch Basins- All sidewalks, curbs, gutters, and catch basins and all hard surfaced roads, medians, traffic islands and boulevards shall be fully constructed (including loam and seeded) to the approved design grade and free of damage, except at lane crossings and easements wherein utilities are to be installed (not included as exceptions are underground wiring, service connections and sidewalks on fill), and all work shall be free from conditions deemed to be hazardous by the Village.

1. Total of FAC Improvements:	\$47,700.00
2. Offsite Improvements:	\$0.00
3. Critical On-site Improvements:	\$0.00
Total:	\$47,700.00

Schedule G: shall be determined by the Municipality, in its sole discretion by requiring the total sum of the following:

1. 100% of the cost of construction for Final Acceptance Certificate improvements as determined by the Municipality acting reasonably.
(\$47,700.00)

2. 100% of the cost of construction of off-site improvements which occur primarily, but not necessarily, on municipally owned land that are deemed to be, at the sole discretion of the Municipality acting reasonably, critical to access, servicing or other needs that affect public safety in the current or future development. Off-site improvements and critical on-site improvements that require additional security shall be specified in Schedule Q: of this agreement
(\$0.00)

3. In addition, critical on-site improvements such as storm ponds or trunk lines which other adjacent lands rely upon may require security from the Developer of up to 100% of the cost of construction as determined by the Municipality acting reasonably.
(\$0.00)

Elmer S

COUNCIL NOTES – LETTER FROM MINISTER MCIVOR – BILL 50 TABLED – April 14 2025

Please see attached letter received and forwarded to Council by email on April 8 2025.

There is a link on the letter to the proposed legislation and a second link that outlines the significant changes to the three Acts that Bill 50 would affect. Notification that a Town Hall to “share additional information and answer questions” will be held on April 16 2025 at 6pm is included in the letter.



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

April 8, 2025

I am pleased to share that today, our government tabled Bill 50, the *Municipal Affairs Statutes Amendment Act, 2025*. Bill 50 makes amendments to the *Municipal Government Act (MGA)*, *Local Authorities Election Act (LAEA)*, *New Home Buyer Protection Act (NHBPA)*, and the *Safety Codes Act (SCA)* to modernize municipal processes.

The proposed amendments will strengthen local governance and reduce conflict by repealing code of conduct provisions and granting Ministerial authority to establish procedures of council. The amendments also clarify the accountability of chief administrative officers and strengthen oversight authorities of appointed Official Administrators.

Also included are amendments regarding Intermunicipal Collaboration Frameworks (ICFs) which would clarify the required content of ICFs and strengthen the dispute resolution process to ensure ICFs are adopted and implemented effectively.

Changes are also proposed to the *LAEA* to clarify administrative requirements in advance of the October 2025 municipal and school board elections. In addition, we are allowing for the use of elector assistance terminals which enable voters who live with visual or physical impairments to vote independently and privately. We are also proposing amendments to residency requirements so that residents displaced by last year's wildfire in Jasper can vote and run for office, provided they intend to return to the community.

Finally, proposed changes to the *NHBPA* and the *SCA* address stakeholder concerns with the current new home buyer protection program, the quality of new homes, affordability, and red tape.

I invite you to read Bill 50. A copy of the Bill can be found here:

<https://www.assembly.ab.ca/assembly-business/bills/bills-by-legislature>. Additional

information about the proposed amendments is also available here:

www.alberta.ca/modernizing-municipal-processes.



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

I will be hosting a town hall for stakeholders to share additional information and answer questions about the proposed amendments. The town hall will take place virtually on April 16, 2025, at 6:00 PM. Please send the names and email addresses of your representative(s) who will attend to ma.engagement@gov.ab.ca. Individuals identified by your organization will receive a link ahead of the town hall.

Sincerely,

A handwritten signature in black ink that reads "Ric McIver".

Ric McIver
Minister