

**COUNTY OF PAINTEARTH NO. 18**  
**COUNTY COUNCIL MEETING**  
**WEDNESDAY, SEPTEMBER 17, 2024**  
**9:00 A.M.**

**A G E N D A**

1. CALL TO ORDER
2. ACCEPTANCE OF AGENDA
3. ADOPTION OF THE PREVIOUS MINUTES
  - A. Regular County Meeting Sept 17, 2024
4. PUBLIC HEARING
  - A. None.
5. DELEGATIONS
  - A. PACE Solar Project – Mannix Mine Solar Farm
6. BUSINESS
  - A. RFD ICF/IDP Term Renewal – MD of Provost
7. BYLAWS
  - A. None.
8. COUNCILLOR REPORTS
  - A. Verbal Reports.
9. ADMINISTRATION REPORTS
  - A. Chief Administrative Officer Report
  - B. Assistant Chief Administrative Officer Report
  - C. Community Services Director Report

10. FINANCIAL

A. None.

11. CORRESPONDENCE

A. None.

12. CONFIDENTIAL ITEMS

A. *Freedom of Information and Protection of Privacy Act, R.S.A. 2000 Chapter F-25: Part 1, Div 2, Sec 16(1)(c)(i), 21(1)(a), 23(1)(b)*

13. ADJOURNMENT

**Upcoming Council Meeting Dates** – October 1, October 16, 2024. Council Meeting dates are subject to individual change and commence at 9:00 a.m.

**Annual Organizational Meeting:** - October 8, 2024 at 9:00 a.m.

3a)

**COUNTY OF PAINTEARTH NO. 18**  
**REGULAR COUNCIL MEETING**  
**MINUTES**  
**WEDNESDAY, SEPTEMBER 4, 2024**

The Regular meeting minutes of the Council of the County of Paintearth No. 18 held in Council Chambers in the municipal office on Wednesday, September 4, 2024, commencing at 9:00 a.m.

**IN ATTENDANCE:**

Reeve:	Stan Schulmeister
Councillors:	Terry Vockeroth, Sandy Shipton, George Glazier, Dale Norton, Maurice Wiart
Chief Administrative Officer	Michael Simpson
Assistant Chief Administrative Officer	Lana Roth
Community Services Director:	Todd Pawsey
Environmental Services Director:	Jeff Cosens
Director of Public Works	Bryce Cooke
Bylaw Enforcement Officer:	Colm Fitz-Gerald
Administrative Assistant	Courtney Algot

**CALL TO ORDER:**

Reeve Schulmeister called the meeting to order at 9:00 a.m.

**ADOPTION OF AGENDA:**

09.04.24.785

**Regular Council Meeting Agenda – August 20, 2024** - MOVED by Councillor Glazier to adopt the Regular Council Meeting Agenda of September 4, 2024:

Carried

**ADOPTION OF PREVIOUS MINUTES:**

09.04.24.786

**Regular County Council Meeting Minutes – August 20, 2024** – MOVED by Councillor Norton that the Regular County Council Meeting Minutes for August 20, 2024, be approved as presented.

Carried

**PUBLIC HEARING:**

None.

**DELEGATIONS:**

None.

REGULAR COUNCIL MEETING  
SEPTEMBER 4, 2024

**BUSINESS:**

09.04.24.787 RFD – Unified Energy 8760 – MOVED by Deputy Reeve Wiart that the County of Paintearth agrees to participate in the fall RMA public tender for electricity for the term Jan.1, 2026 through Dec. 31, 2029 with Unified Energy 8760 Ltd.

Carried

09.04.24.788 RFD – Town of Coronation – 2024/25 ACP Application for Regional Housing Implementation Strategy - MOVED by Councillor Glazier that the County of Paintearth supports the Town of Coronation’s submission of a 2024/25 Alberta Community Partnership grant application in support of the Regional Housing Implementation Strategy project.

Carried

**BYLAWS:**

None.

Councillor Vockeroth entered chambers at 9:08 a.m.

**COUNCILLOR REPORTS:**

09.04.24.789 Councillor Reports – MOVED by Councillor Norton to adopt the verbal Councillor Reports as information.

Carried

**ADMINISTRATION REPORTS:**

09.04.24.790 Assistant Chief Administrative Officer’s Report – MOVED by Councillor Shipton to approve the Assistant Chief Administrative Officer’s Report as presented.

Carried

09.04.24.791 Public Works Director Report – MOVED by Deputy Reeve Wiart to approve the Public Works Director Report as presented.

Carried

09.04.24.792 Environmental Services Director Report – MOVED by Councillor Norton to approve the Environmental Services Director Report as presented.

Carried

09.04.24.793 2023 Annual Report - MOVED by Councillor Glazier to adopt the 2023 Annual Report as amended.

Carried

REGULAR COUNCIL MEETING  
SEPTEMBER 4, 2024

**FINANCIAL:**

09.04.24.794 *Budget Report – August 31, 2024* – MOVED by Councillor Norton that the Budget Report ending August 31, 2024 be adopted as presented. Carried

**CORRESPONDENCE:**

09.04.24.795 *Association for Life-Wide Living (ALL) of Alberta – Battle River Brain Conference and Centre – Thank you* - MOVED by Councillor Glazier that the correspondence from the Association for Life-Wide Living (ALL) of Alberta be received and filed. Carried

**Recess** – the meeting recessed at 9:38 a.m.

**Reconvene** – the meeting reconvened at 9:58 a.m. with no public present.

**CLOSED SESSION:**

09.04.24.796 *Closed Session* – MOVED by Councillor Norton that the County move to closed session at 9:59 a.m. to discuss items under the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, Chapter F-25: Part 1, Div. 2, Sec. 16(2), 21(1)(b), 23(1)(b) Carried

09.04.24.797 *Closed Session* – MOVED by Councillor Norton that the County return to an open meeting at 10:25 a.m. Carried

**ADJOURNMENT:**

Reeve Schulmeister adjourned the meeting at 10:25 a.m.

These minutes approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Chief Administrative Officer



County of Paintearth  
No. 18

6a)

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**Request for Decision**

**Title:** MD of Provost ICF/IDP term-renewal

**Meeting:** Regular Council Meeting

**Meeting Date:** Sept 17, 2024

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**Issue/Background:**

The MD of Provost has voted to renew their Intermunicipal Collaborative Framework with the County of Paintearth without changes, for an additional five-year term, as well as the Intermunicipal Development Plan.

On the August 22, 2024 Regular Council Meeting at the MD of Provost, the following motion was made: *Moved by Cr. Olson to approve the renewal of the IDP and ICF between Paintearth County and the M.D. of Provost No.52 for an additional five year term, as presented. (Carried)*

**Financial:**

There are no shared service agreements contained in this ICF. A mutual aide agreement does exist however has rarely been called into service.

**Policy/Legislation:**

The Intermunicipal Collaborative Frameworks and Intermunicipal Development Plans made mandatory by the Government of Alberta in 2018 must be revisited on a five-year basis.

The County Bylaw passing the Intermunicipal Collaborative Framework into effect is Bylaw #664-18.

The County Bylaw passing the Intermunicipal Development Plan into effect is Bylaw #663-18

**Recommendations:**

1. That the County of Paintearth approve the renewal of the IDP and ICF between Paintearth County and the M.D. of Provost No.52 for an additional five year term, as presented.
2. That the County of Paintearth send correspondence to the MD with proposed changes to the ICF and IDP and request a meeting for discussion.
3. Direct Administration accordingly.

**Prepared By:** Michael Simpson, Chief Administrative Officer

6a)i)

# **INTERMUNICIPAL COLLABORATION FRAMEWORK**

**BETWEEN**

**THE MUNICIPAL DISTRICT OF  
PROVOST  
No. 52**



**AND**

**THE COUNTY OF PAINTEARTH No. 18**



**August 2024  
The Municipal District of Provost Bylaw #2280  
The County of Paintearth Bylaw #664-18**

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## 1.0 DEFINITIONS

In this Agreement:

- “Act”** means the *Municipal Government Act*, R.S.A. 2000, c. M-26, amended as of April 1, 2018.
- “Capital Costs”** means new facilities, expansions to existing facilities and intensification of use of existing facilities.
- “Councils”** mean the municipal councils of Paintearth County and the Municipal District of Provost.
- “Framework”** means this Intermunicipal Collaboration Framework (ICF).
- “Intermunicipal Planning Committee”** means the Intermunicipal Planning Committee established by the Intermunicipal Development Plan (**Municipal District of Provost Bylaw #2279, County of Paintearth Bylaw #663-18**) between the Municipal District of Provost and the County of Paintearth.
- “M.D.”** means the Municipal District of Provost No. 52.
- “Municipalities”** refers to both the County of Paintearth and the Municipal District of Provost in conjunction.
- “Services”** means those services that are provided either municipally or intermunicipally which includes:
- i. Transportation
  - ii. Water and Wastewater
  - iii. Solid Waste
  - iv. Emergency Services
  - iv. Recreation

## 2.0 FRAMEWORK INTERPRETATION

1. All words in the Framework shall have the same meaning as defined in the *Municipal Government Act*. For words not defined under the *Municipal Government Act*, their meaning shall be as is understood in everyday language.
2. The word “shall” is interpreted as meaning an obligatory direction.
3. The word “may” is interpreted as meaning a choice exists with no preferred direction intended.

### **3.0 TERM AND REVIEW**

1. In accordance with the *Municipal Government Act*, R.S.A. 2000, c. M-26 (as amended), this is a permanent Framework that shall come into force on final passing of the bylaws by both Municipalities.
2. Being that the Framework is seen as a living document, it may be amended by mutual consent of both parties unless specified otherwise in this Framework.
3. It is agreed by the Municipal District of Provost and the County of Paintearth that the Framework shall be subject to review every **five years** to review the terms and conditions of the agreement between both Municipalities. The Framework may be reviewed within a shorter period of time, if required and agreed upon by both Municipalities.
4. In accordance with the *Act*, if the Framework is found to no longer adequately and reasonably serve the interests of the Municipalities, the Framework shall not expire indefinitely but shall be replaced by an updated Framework agreed upon by both parties.

### **4.0 MUNICIPAL GOVERNMENT ACT (MGA) REQUIREMENTS**

As required by Section 708.29(2) of the *Municipal Government Act*, R.S.A. 2000, c. M-26 (as amended), the following services must be addressed within the Framework:

- a. transportation,
- b. water and wastewater,
- c. solid waste,
- d. emergency services,
- e. recreation, and
- f. any other services, where those services benefit residents in more than one of the municipalities that are parties to the framework.

As such, the M.D. of Provost No.52 and Paintearth County No. 18, being subject to the *Act*, are to enter into a collaboration framework that outlines the levels of service provision regarding the aforementioned categories. Such levels may include:

- i. Intermunicipal service provision,
- ii. Independent municipal service provision, or
- iii. Services provided by a third-party.

Therefore, using such levels of services, the following Framework shall describe the current status of service provision between the Municipalities.

Moreover, the *Act* mandates in Section 708.45(1) that a binding dispute resolution process shall be included in Intermunicipal Collaboration Frameworks to ensure that a concrete process is available for both Municipalities to utilize in necessary circumstances. Such a process is outlined in Section 8.0 of the Framework.

## **5.0 GENERAL SERVICE PROVISION**

The M.D of Provost and Paintearth County have agreed that the best and most efficient way to provide services to their respective residents is to continue to provide the services independently due to their population density, demand, and overall land mass of both Municipalities.

1. The Municipal District of Provost No. 52 and Paintearth County have agreed that each Municipality will provide the following services independently for their residents or through intermunicipal collaboration with their separate urban municipal partners:
  - a. The Municipal District of Provost No. 52
    - i. Transportation
    - ii. Water and Wastewater
    - iii. Solid Waste
    - iv. Emergency Services
    - v. Recreation
  - b. The County of Paintearth No. 18
    - i. Transportation
    - ii. Water and Wastewater
    - iii. Solid Waste
    - iv. Emergency Services
    - v. Recreation

## **6.0 INTERMUNICIPAL SERVICE PROVISION**

In congruence with the *Act*, the following section outlines the level of service provision between the Municipal District of Provost and the County of Paintearth:

1. Transportation:
  - a. Transportation services are provided independently by both Municipalities.
2. Water and Wastewater:
  - a. Water and wastewater services are provided independently by both Municipalities.
3. Solid Waste:
  - a. Solid waste services are not provided between the M.D. of Provost and Paintearth County.
  - b. The M.D. of Provost is the administrative authority of a third party regional solid waste committee that is provided intermunicipally to their urban municipal partners under a joint agreement. The funding structure for solid waste services is outlined within the intermunicipal agreement that governs the service.

- c. The County of Paintearth is an administrative partner of a third party regional solid waste commission that is provided intermunicipally to their urban municipal partners under a joint agreement. The funding structure for solid waste services is outlined within the intermunicipal agreement that governs the service.

#### 4. Emergency Services:

- a. Emergency services are not provided between the M.D. of Provost and Paintearth County.
- b. The M.D. of Provost is the administrative authority of two intermunicipal fire services with their urban municipal partners to provide fire and rescue services intermunicipally to their residents. Moreover, the M.D. has funding agreements with their urban municipal partners to provide fire services, as per the appropriate fire agreement.
- c. The M.D. of Provost is the providing authority for the services of a Bylaw Enforcement Officer, as per individual joint agreements with all of their urban municipal partners. The funding structure for such a service is outlined in their respective intermunicipal agreements.
- d. The County of Paintearth secures fire protection and rescue services from their urban municipal partners to their residents via an overall Fire Services Agreement with their three urban municipal partners.
- e. The County of Paintearth - through its Director of Emergency Management - works with the partner urban municipalities in emergency preparedness and maintains reciprocal mutual aid agreements with both rural and urban neighbouring municipalities.

#### 5. Recreation:

- a. Recreation services are not provided between the M.D. of Provost and Paintearth County.
- b. The M.D. of Provost is the administrative authority of two regional recreation committees with their urban partners to provide recreation services jointly to their residents. Moreover, the M.D. has funding agreements with their urban partners to provide recreational services and opportunities, as per the appropriate recreation agreement.
- c. The County of Paintearth maintains a policy of funding recreation and culture groups and facilities within its boundaries and in the urban municipalities where facilities are jointly used. There are no facilities shared between the M.D. and the County, nor are there any plans to commence some.

#### 6. Other services:

- a. The M.D. of Provost and Paintearth County are part of an intermunicipal agreement with many other municipalities in the region for the provision of Disaster Services Mutual Aid in times of peacetime emergencies on an as-needed basis in 2018 and beyond.
- b. The M.D. of Provost and Paintearth County entered into an Intermunicipal Development Plan in 2018 (Bylaw No. 2279 and Bylaw No. 663-18, respectively), in accordance with the *Municipal Government Act* R.S.A. 2000, c. M-26 (as amended). The Intermunicipal

Development Plan will be reviewed on the same occasion as the Framework on an agreed upon date every **five years**.

## **7.0 FUTURE PROJECTS AND AGREEMENTS**

In their present circumstance, neither the Municipal District of Provost or Paintearth County intend to engage in future projects or agreements with one another in the foreseeable future, apart from a Mutual Aid agreement that may be renewed or amended in the future. However, if a circumstance arises that one Municipality wishes to enter into an intermunicipal service agreement, the following procedure shall dictate the process:

1. In the event either Municipality initiates the development of a new project and/or service that may require a cost-sharing agreement, the initiating Municipality's Chief Administrative Officer shall notify the other Municipality's (hereinafter referred to as the "responding Municipality") Chief Administrative Officer **prior to the consideration** of such a development and/or service being constructed or developed.
2. Once either Municipality has received written notice of a new project, an Intermunicipal Planning Committee meeting must be held within **30 calendar days** of the date the written notice was received, unless both Chief Administrative Officers agree otherwise.
3. The Intermunicipal Planning Committee will be the forum used to address and develop future mutual aid agreements and/or cost-sharing agreements. Both the Municipal District of Provost and the County of Paintearth shall agree that time shall be of the essence throughout the Intermunicipal Planning Committee meetings.
4. In the event the Intermunicipal Planning Committee is unable to reach an agreement, the dispute shall be dealt with through the procedure outlined within Section 8.0 of the Framework.

## **8.0 BINDING DISPUTE RESOLUTION PROCESS**

Although there are no planned future developments or services that would warrant an intermunicipal cost-sharing agreement, the utility of having a binding dispute resolution process is essential to ensure governmental processes are not inhibited by a lack of consensus or proceed without consent from both Municipalities.

The Binding Dispute Resolution Process for the Framework shall be as follows:

1. The Intermunicipal Planning Committee will meet and attempt to resolve the dispute.
2. In the event the Committee is unable to resolve the issue, the Municipal District of Provost and the County of Paintearth shall seek the assistance of a mediator acceptable to both Municipalities. The costs of mediation shall be shared equally between the Municipalities.

3. In the event that mediation proves to be unsuccessful, was not undertaken, or the proposing Municipality proceeds with an approval that does not reflect the accepted mediation recommendations, the responding Municipality may appeal that action to the Municipal Government Board under the provisions of Section 690 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, as per the Act.

If the responding Municipality initiates a dispute, they may withdraw their objections at any time throughout the process and shall provide written confirmation that the dispute is withdrawn to the proposing Municipality.

Both the M.D. of Provost and Paintearth County agree that time shall be of the essence when working through the Binding Dispute Resolution Process

6a) ii)

# INTERMUNICIPAL DEVELOPMENT PLAN

BETWEEN

**THE MUNICIPAL DISTRICT OF  
PROVOST**

**No. 52**



AND

**THE COUNTY OF PAINTEARTH**

**No. 18**



**AUGUST 2024**

**Municipal District of Provost No. 52 Bylaw 2279**

**County of Paintearth No. 18 Bylaw 663-18**

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## Definitions:

“Act”	means the <i>Municipal Government Act</i> , R.S.A. 2000, c. M-26, amended as of April 1, 2018.
“Councils”	mean the municipal councils of the County of Paintearth and the Municipal District of Provost.
“Municipalities”	refers to both the County of Paintearth and the Municipal District of Provost in conjunction.
“County”	means the County of Paintearth.
“M.D.”	means the Municipal District of Provost.
“Plan”	means this intermunicipal development plan.

## 1. INTRODUCTION AND OBJECTIVES

The M.D. of Provost and the County of Paintearth exist as border-sharing municipalities in East Central Alberta in a rural prairie landscape and have decided to provide for the long-term planning of rural lands within the two municipal districts. They also value the advantages of predetermining processes for land use and development where one municipality’s border areas are affected by the other’s new developments. Therefore, both of the Municipalities have decided to develop an intermunicipal development plan (IDP) to provide a predetermined framework to make long-term land use planning decisions.

IDPs are broad-based policy documents that strive for environmentally responsible development without significant unnecessary costs and unacceptable negative impacts on the Municipalities. This IDP will provide a platform to formalize the strong relationship between the M.D. and the County. By doing so, it is hoped that the potential for future disputes is minimized. However, if a future dispute does occur, the Plan also indicates the dispute resolution process is agreed upon by both Municipalities.

Land use planning decisions made by both Municipalities affect and influence one another. Prominent planning issues include conflicts between differing rural land uses and coordinating infrastructural improvements. Positive relationships will lead to sharing of resources, achieving economic development goals and more efficient municipal and community services. An IDP is arguably the most critical tool in initiating those advantages.

Municipal staff, Fringe Area residents, landowners, and businesses have worked together to develop the policies and land use map. Public input was sought on different occasions before the Plan was presented for adoption. The Municipalities believe the Plan will guide future growth and provide a forum for potential intermunicipal collaboration on a wide range of issues. To that extent, the County of Paintearth and the Municipal District of Provost intend to adhere to this intermunicipal development plan by achieving the following objectives:

- a) To protect existing land uses to prevent encroachment.
- b) To support reasonable and practical planning for future infrastructure needs.
- c) To implement fair and consistent regulations for properties on the boundary.
- d) To provide a framework of mutual cooperation and communication for the decision-making and resolution of planning and development matters.

- e) To engage in fringe reciprocity measures to ensure the interests of both Municipalities are acknowledged and accounted for.
- f) To ensure a transparent process and subsequent results for necessary stakeholders.
- g) To develop this IDP to provide clarity and continuity for future Councils.
- h) To value contributions from both municipalities and support from the taxpayers of both Municipalities.

## 2. PLAN INTERPRETATION

1. All words in the Plan shall have the same meaning as defined in the *Municipal Government Act*. For words not defined under the *Municipal Government Act*, their meaning shall be as is understood in everyday language.
2. The word “shall” is interpreted as meaning an obligatory direction.
3. The word “may” is interpreted as meaning a choice exists with no preferred direction intended.

## 3. MUNICIPAL GOVERNMENT ACT (MGA) REQUIREMENTS

As of April 1, 2018, the development and implementation of an intermunicipal development plan are mandated by the *Municipal Government Act* R.S.A. 2000, c. M-26 (as amended).

As established by the Act, an intermunicipal development plan is a statutory document and in accordance with Section 631 of the Act stating that:

**631(1)** Two or more councils of municipalities that have common boundaries [may], by each passing a bylaw [...], adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary.

In addition, **Section 631(2)** of the Act states that this Plan **MUST** address:

- (i) the future land use within the area,
- (ii) the manner of and the proposals for future development in the area,
- (iii) the provision of transportation systems for the area, either generally or specifically,
- (iv) the coordination of intermunicipal programs relating to the physical, social and economic development of the area,
- (v) environmental matters within the area, either generally or specifically, and
- (vi) any other matter related to the physical, social or economic development of the area that the councils consider necessary.

Following **Section 631(2)** of the Act, this Plan **MUST** include:

- (i) a procedure to be used to resolve or attempt to resolve any conflict between the municipalities that have adopted the plan,
- (ii) a procedure to be used, by one or more municipalities, to amend or repeal the plan, and
- (iii) provisions relating to the administration of the plan.

#### **4. IDENTIFICATION OF FRINGE AREA**

*For all land descriptions – please refer to Appendix A contained at the end of this document.*

All lands within a reasonable and finite distance of 1 mile on both sides of the shared border of the Municipalities were identified as the lands comprising the “Fringe Area”.

##### **4.1 DISCRETIONARY LAND USE REGULATIONS FOR FRINGE AREA**

Uses identified within both Municipalities’ Land Use Bylaws in regards to their District regulations are acceptable for review with no specific needs for exclusion. However, as noted in the M.D.’s Land Use Bylaw (Bylaw No. 2157), the requirement to rezone lands to accommodate substantive industrial development (i.e. the development of a WECS, etc.) in the Fringe Area will serve as an instance where future review and negotiation must commence if a circumstance arises that would affect the neighbouring Municipality in a positive or negative way. Furthermore, a few other discretionary land uses within the Fringe Area will trigger a more thorough review due to sensitivity and proximity to land uses within the neighbouring Municipality that would be affected by development in the Fringe. Therefore, such development in the Fringe Area that would adversely affect the neighbouring landowners in the Area must be placed under review by the necessary Council to provide discretionary judgement on the proposed land use in question.

#### **5. LANDS WITHIN FRINGE AREA**

##### **5.1 AGRICULTURAL QUALITY**

Both Municipalities have identified that the lands within the Fringe Area are marginal agricultural lands and indicate that no enhanced or special capabilities exist or are planned for such lands.

##### **5.2 ENVIRONMENTAL SENSITIVITIES**

Environmentally significant areas which are to require strict environmental impact considerations and close review of potential land developments are identified and listed as:

a) MD of Provost:

- As stated in the M.D.’s Land Use Bylaw (Bylaw No. 2157), the Development Authority of the M.D. may consider the environmental impact of any proposed development within the Fringe Area. The Development Authority may refer the proposal to a relevant provincial department for comment on the nature of the environmental concern. Where development is considered to have a significant environmental impact, the Development Authority may request the developer (which may be the neighbouring Municipality, in certain circumstances) to have an environmental evaluation prepared and submitted by an appropriate professional or undertake its own environmental evaluation regarding the proposed development. All costs associated with an environmental evaluation are the responsibility of the developer (again, which may be the neighbouring Municipality).

b) County of Paintearth:

- Similar to the M.D. of Provost’s process, the County of Paintearth’s Development Authority considers the environmental impact of any proposed development within the

Fringe Area. The County has identified in its Municipal Development Plan areas near/within the Fringe Area that are labelled Environmentally Significant Areas (Appendix B). From the MDP: *“It should be noted that the environmentally significant areas study was completed in 1988 and some parcels of land may no longer contain the features described in the study.”* The County’s process is to review developments on a case by case basis whereby the merits and land use of each individual application are weighed in relation to nearby or adjacent land uses to prevent adverse effects on neighbouring properties. It is also noted from within the County MDP that there are few, if any, Hazard Development Areas as identified on the attached map (Appendix C). When warranted, the County also requires that the developer may be responsible for completing and submitting an environmental assessment prepared by an appropriate professional at their cost.

### *5.3 TRANSPORTATION LINKAGES*

Due to the alignment of the two municipal partners, the border roads of Range Roads and Township Roads are the responsibility of the M.D. of Provost.

However, any substantive development that would pose any change in normal traffic patterns for the neighbouring Municipality or would incur any infrastructural wear or damage to the neighbouring Municipality’s infrastructure shall be consented to by the affected Municipality prior to such substantive development taking place.

Therefore, it may be more relevant to sharing future developments further to the west side from the County of Paintearth outside of the 1-mile Fringe Area impacting these Rights of Way. Also, the Developments impacting the MD of Provost and the County of Paintearth arterial roads such as Township Road 400, 390, and others that are shared by the M.D. and the County may require further referral distances also.

### *5.4 BORDER DEVELOPMENTS AND PRIORITIES*

Neither Municipality has any immediate/pressing planning or development priorities for the lands within the Fringe Area.

### *5.5 UTILITY SERVICING*

Currently, there are no shared – or planned sharing of - utility services between the neighbouring Municipalities. Consequently, a shared agreement in regards to utility servicing between the Municipalities will neither need to occur currently or for the foreseeable future due to lack of demand and lack of population density in the Fringe Area.

## **6. LAND USE COMPATIBILITY AND ENCROACHMENT**

As part of the mutual cooperation and respect for each Municipality's jurisdiction, potential land uses and developments must recognize and be sensitive to existing landowners, and incompatible developments are to be prevented. Ill-planned or uncoordinated planning efforts by either Municipality have the potential to cause conflict between rural fringe uses within the Fringe Area. Therefore, the importance of development consultation between the Municipalities is paramount

to alleviate conflict or tension between existing landowners. To this extent, the referral processes will ensure that proper and reasonable planning will occur through the development permit and subdivision approval process to limit the adverse effects of new developments on preexisting land uses.

Both Municipalities recognize similar land uses and rural activities due to their similar zoning of Agriculture Districts in the Fringe Area. Moreover, the Municipal District of Provost places immense importance on the conservation of agricultural land thus, those sensitive discretionary land uses identified in section 4.1, such as major industrial development within the Fringe Area that may cause significant effects to neighbouring landowners (i.e. WECS), would require mandatory consultation between the Municipalities before such development takes place. Additionally, both Municipalities shall support development within the Fringe Area provided that it:

- a) is based on an identified need
- b) is consistent with the overall planning strategy of the adjacent rural municipality, and
- c) is, where practical, directed to areas of non-productive agricultural land.

## **7. CONFINED FEEDING OPERATIONS (CFOs) AND NRCB APPLICATIONS**

Due to the nature of large-scale feedlot and intensive livestock operations and the important issue of air quality and groundwater proximity, exclusion zones are acknowledged and identified for those operations falling under the jurisdiction of the Natural Resource and Conservation Board (NRCB) authority as established by the Agricultural Operations and Protection Act (AOPA) as well as for those operations which fall under the threshold of the NRCB limits, but still require a development consideration from the appropriate Municipality.

Keeping in mind the M.D. of Provost's development permit regulations in their Land Use Bylaw for the development of major industrial land use, the M.D. requires consultation and discretionary approval for the development of CFOs. Further, their Municipal Development Plan (MDP) (Bylaw No. 2132) mandates that any possibility of groundwater, well, or spring contamination by manure storage facilities shall be avoided thus, the protection of such bodies of water within the Fringe Area must be acknowledged and upheld by both Municipalities in the Area.

In regards to the County of Paintearth's policy towards to the development of CFOs that would raise special considerations within the Fringe Area, they have outlined in their Municipal Development Plan (Bylaw No. 539-04) that the development of CFOs in Environmentally Significant Areas (ESAs) would be grounds for special review and consideration due to the effects that a CFO would have on the ecological and biological nature of the area. Keeping this in mind, the County recognizes a large area of the Silver Heights watershed region and the Ribstone Creek as an ESA which crosses through the Fringe Area between the Municipalities at Township 384 between Range Road 83 and 82. Therefore, as indicated in section 5.7(a) of their MDP, the future development of a CFO in the Silver Heights watershed area or Ribstone Creek river valley, including within the Fringe Area, would be prohibited due to the proximity of the unique natural landscape and the reliance on this landscape for tourism and recreational pursuits.

## **8. OIL AND GAS OPERATIONS AND AER APPLICATIONS**

Oil and gas operations in both Municipalities are abundant in number which, consequently, increases the need for intermunicipal collaboration and cooperation in regards to the management of energy resource development. With that being said, oil and gas operations are under the regulating authority of the Alberta Energy Regulator, as established by the Oil and Gas Conservation Act, which can create a potential for conflict within the Fringe Area for existing oil and gas facilities as well as the development of new facilities and operations.

With this potential for conflict, the necessity of this Plan is immense as it addresses the issuance of consents for road use, land access, and buried services crossing municipal infrastructure in the following manner:

Wherein an oil and gas installation is requesting access to lands within one municipality from the neighbouring municipality's rights of way, consent shall be issued by the municipality whose right of way is affected.

## **9. ADJUDICATION PROCESS FOR APPLICATIONS WITHIN FRINGE AREA**

The IDP calls for the referral only of all subdivision, development, and planning applications within the Fringe Area, and in no circumstance will there be a need for joint review and adjudication. Therefore, the process of review and adjudication of applications is initiated and undertaken by the affected Municipality.

## **10. REFERRAL PROCESS FOR APPLICATIONS WITHIN FRINGE AREA**

A pillar of a successful IDP is an open and thorough discussion of issues impacting the Plan Area. Future plans, studies, or their subsequent amendments will be prepared and implemented more efficiently provided there is good communication.

The referral areas for each municipality will be as follows:

Only those developments involving discretionary uses identified in section 4.1 above or those that involve shared transportation linkages or environmentally sensitive areas shall be referred to each municipality for comment and review prior to the respective municipal adjudication process.

The referral process will be as follows:

1. The Municipality proposing development requiring special discretion in the Fringe Area shall share information, data or studies, and road plans that may have implications for the Area to the affected Municipality.
2. The proposing Municipality shall refer to other possible proposed statutory plans, concept plans, land use bylaws and amendments to any of these documents where such proposals may affect land within the Fringe Area.
3. The affected Municipality shall have twenty-one days to review and comment on any referrals. The affected Municipality may request an extension of the initial review period. The proposing Municipality sending the referral may agree to an extension of the review period and, where an extension is provided, it shall be communicated in writing.

4. Subject to a written and signed intermunicipal memorandum of understanding, items subject to referral and their respective timelines for submitting comments may be added or deleted without the need for a formal amendment to this Plan.
5. Planning and Development issues that become evident during a circulation review through the communication and referral process will be communicated to the proposing Municipality in writing. In order to facilitate the cooperative development process, the Municipalities shall address the issues or source of contention using the following process:

**Stage 1: Administrative Review**

Every attempt shall be made to discuss the issue between the Municipalities' Chief Administrative Officers and Development Authorities with the intent of arriving at a mutually acceptable resolution. If an agreement or understanding on how to approach the issue is reached, the affected Municipality shall indicate the same to the proposing Municipality in writing. If an agreement cannot be reached, the matter shall be referred to the Intermunicipal Committee.

**Stage 2: Intermunicipal Planning Committee Review**

If an issue is referred, a meeting shall be scheduled to allow both Administrations to present their perspectives and views on the issue. The Intermunicipal Planning Committee is comprised of a total of six appointed representatives including one staff member and two elected Councillors from both the M.D. and the County, less those Councillors who are also members of the SDAB. The Intermunicipal Committee may:

- a) Provide suggestions back to both Administrations on how to address the issue and refer the matter back to the Administrative Review stage;
- b) Seek additional information and alternatives for consideration at a future meeting of the Intermunicipal Committee;
- c) If possible, agree on a consensus position that resolves the issue; or
- d) Conclude that no initial agreement can be reached, and the development matter will be left to the respective Municipality's Development Authority for adjudication, with the objecting Municipality having the ability to refer the matter to the dispute resolution process as outlined for an approved development permit or subdivision applications.

In the event that the Intermunicipal Committee reaches consensus and resolves the issue, the details of the consensus shall be provided to the Municipalities in writing.

## **11. DISPUTE RESOLUTION PROCESS**

This is a mandatory component of the IDP as per the MGA. While the intent is to avoid municipal appeals of decisions to the SDAB, an unresolvable issue, or proceeding to an appeal to the Municipal Government Board (MGB), there may be issues or applications that still need to be administered. Where a decision leads to contention between the two partner Municipalities, the process indicated below will occur in respect to the decision.

For the dispute resolution process, a Dispute Resolution Committee will serve for the interests of both Municipalities and is comprised of an equal number of appointed representatives from both Municipalities,

which includes the Chief Administrative Officers and Development Authorities and two council members from each Municipality, less those who serve on the SDAB.

The following shall form the basis for initiating the dispute resolution process:

- a) Lack of agreement between the Municipalities on any proposed amendment to this Plan;
- b) Lack of agreement between the Municipalities on any proposed statutory plan, concept plan, land use bylaw or amendment to any of these documents affecting lands within the Fringe Area which have not been reconciled through the Referral Process; or
- c) Lack of agreement between the Municipalities on an interpretation of this Plan;
- d) Lack of agreement between the Municipalities on an approved development permit or subdivision application affecting lands within the Fringe Area which have not been reconciled through the Referral Process.

The dispute resolution process of this Plan may only be initiated by the Council of either the M.D. or the County and shall only be used for resolving intermunicipal planning disputes. Where either Municipality has received written notice of a dispute from the other Municipality, the dispute resolution process shall be started within fifteen calendar days of the date the written notice was received unless otherwise agreed to by the Chief Administrative Officer of the Municipality that sent the notice.

A dispute shall be addressed and may be resolved at any stage using the following process:

**Stage 1: Mediation Process**

In accordance with Section 690(1)(c) of the MGA, engaging a mediator is mandatory in order for an appeal to occur before the Municipal Government Board (MGB), unless otherwise able to provide reasonable and valid evidence as to why a mediator was not engaged. Therefore, it is the best practice to engage a mediator to resolve a dispute through a neutral entity. A dispute is referred for mediation which shall be used to reach an agreement unless otherwise deemed unnecessary by the Councils of the affected Municipality and proposing Municipality. Prior to the commencement of the mediation process, the Municipalities shall:

1. Appoint an equal number of representatives from both Municipalities to participate in the mediation process on a Dispute Resolution Committee;
2. Engage a mediator agreed to by both Municipalities at equal cost to both parties; and
3. Approve a mediation process and schedule. Mediation should commence no later than thirty days following the date the written dispute notice was received.
4. If agreed to by the Dispute Resolution Committee, Municipal Administration may be used as a resource during the mediation process.
5. All discussions and information related to the mediation process shall be held in confidence until the conclusion of the mediation process.
6. The process shall be deemed as finished once the mediator submits a report to the Councils of both Municipalities.
7. The mediator's report and recommendations shall not be binding on either Municipality.
8. For disputes that cannot be appealed, the mediator's report shall be considered binding.



9. If the Councils accept the mediator's report in their respective meetings, this shall be communicated to the Municipality in writing and the matter shall be considered resolved. The report shall be introduced through the public hearing process along with any necessary amendments to the proposed bylaw or plan.
10. If mediation is not undertaken or the mediator's report is not accepted by the Councils, then the disputing municipality may begin the appeal process where permitted to do so by the *Municipal Government Act*.

### **Stage 2: Appeal Process**

In the event that mediation proves to be unsuccessful, was not undertaken, or the proposing Municipality proceeds with an approval that does not reflect the accepted mediation recommendations, the affected Municipality may appeal the matter to the MGB in accordance with Section 690(1) of the *Municipal Government Act*.

If the disputing Municipality initiates a dispute, they may withdraw their objections at any time throughout the process and shall provide written confirmation that the dispute is withdrawn to the proposing Municipality.

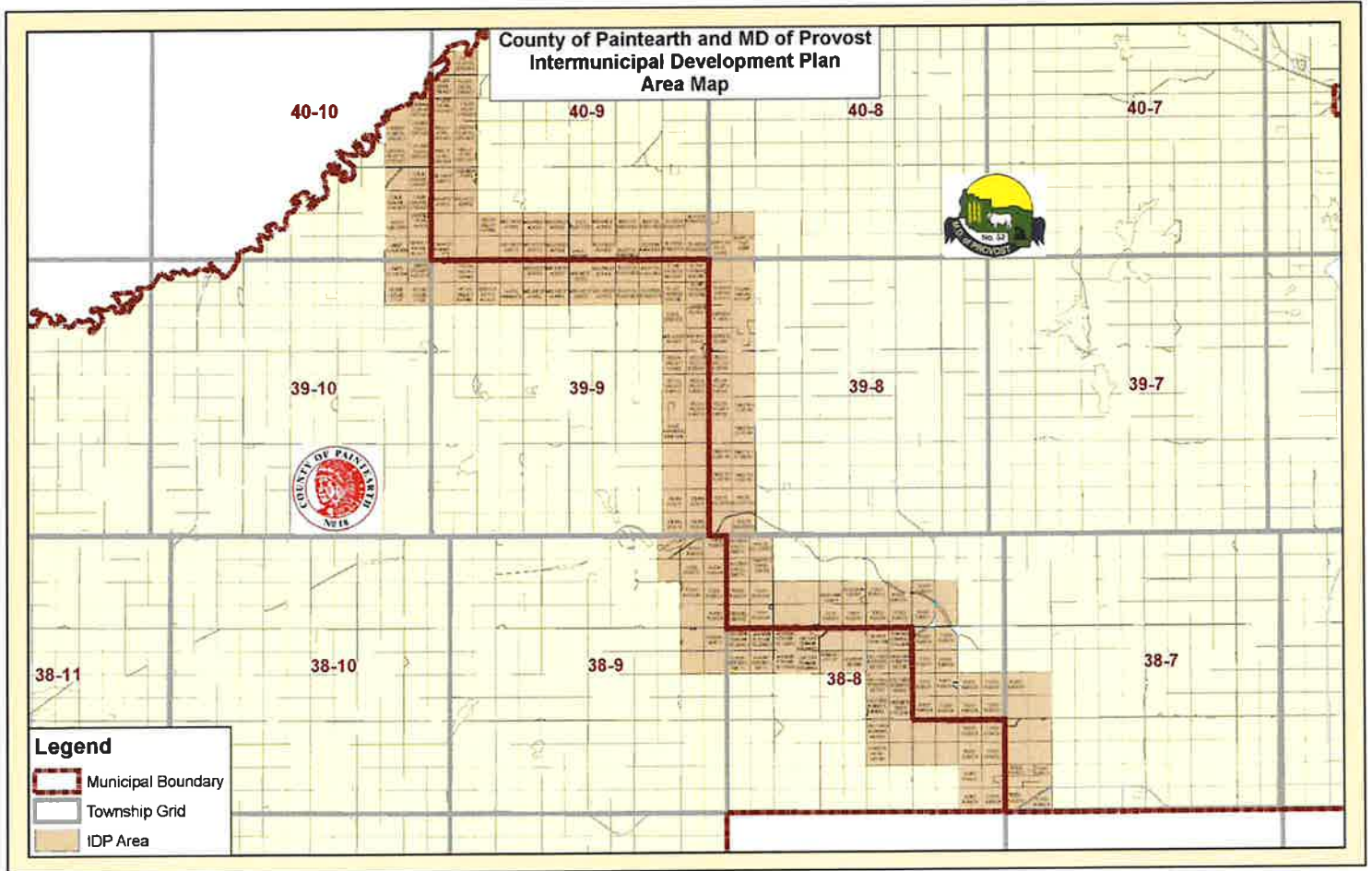
Both the M.D. and the County agree that time shall be of the essence when working through the dispute resolution process.

## **12. IMPLEMENTATION, REVIEW, AMENDMENTS AND REPEAL OF IDP**

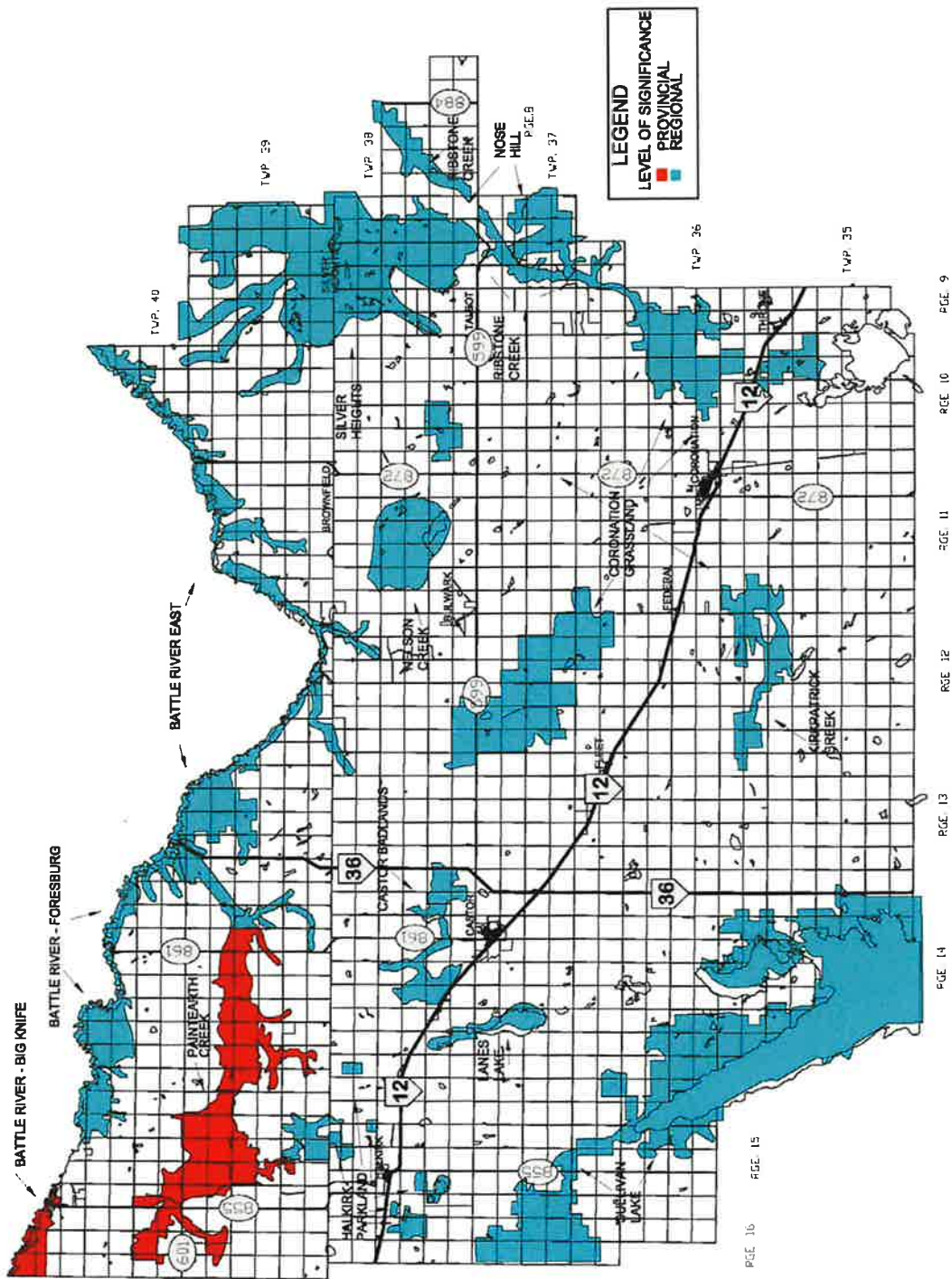
This is also a mandatory component of the IDP as per the MGA. The IDP is seen as a living document, in that it is open to review, amendment and effect within a term agreed upon by the Municipalities in accordance with the following stipulations:

1. This IDP will go under mandatory review every five years following the date of adoption by the Councils of both Municipalities unless otherwise reviewed and renewed before such date. If a review does not occur within such a timeline, it will expire indefinitely.
2. Upon adoption, the IDP will supersede previous policies, studies or resolutions for the Fringe Area contained within.
3. The IDP may be reviewed annually together by both of the Municipality's CAOs with development staff for possible amendments, which may be suggested at any time from the joint review committee.
4. Repealing the IDP or withdrawing from it requires both municipalities to go through the Dispute Resolution Process steps 1-2.

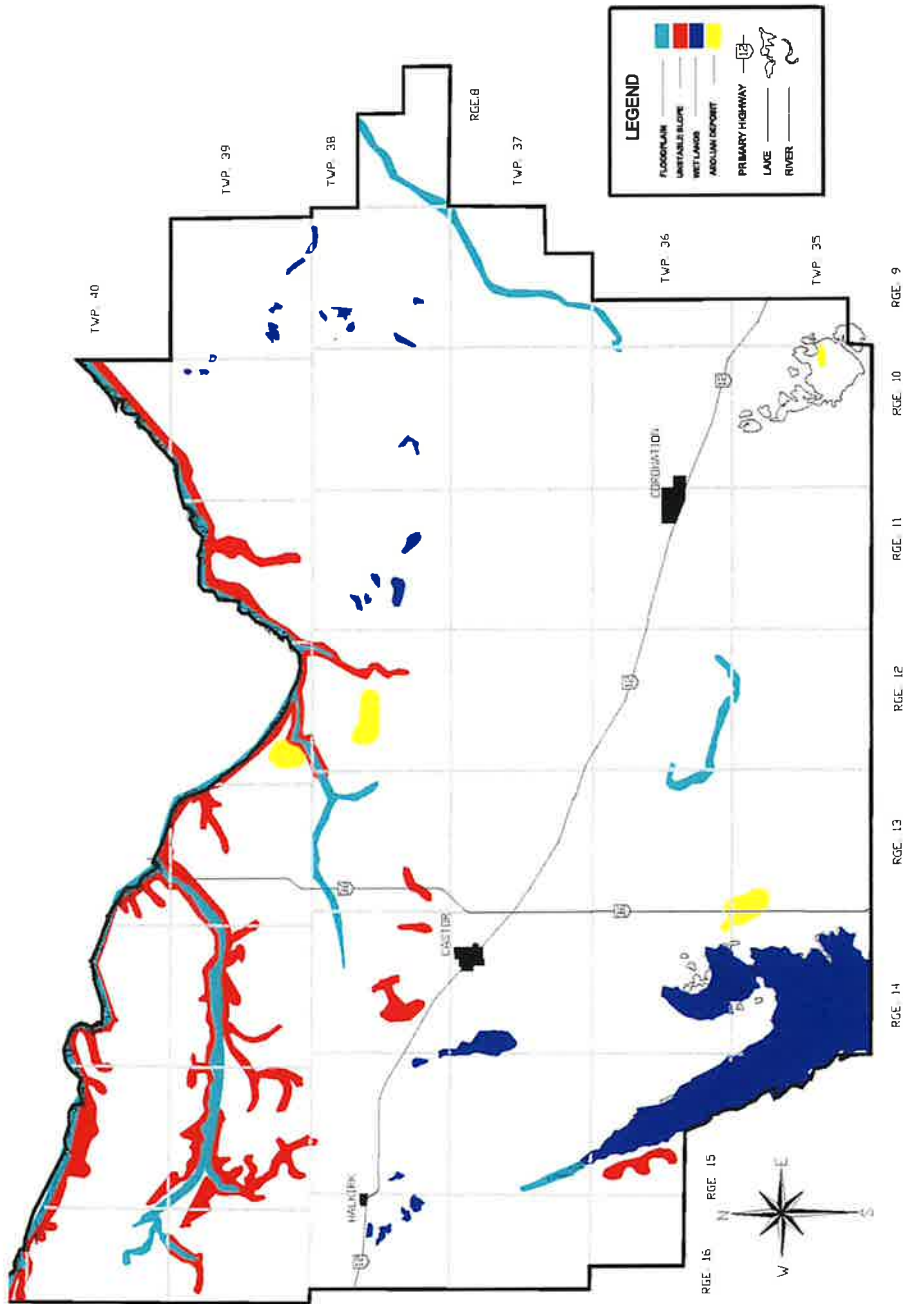
# APPENDIX A – FRINGE AREA MAP



**APPENDIX B – COUNTY OF PAINTEARTH MAP OF ENVIRONMENTALLY SENSITIVE AREAS (ESAs)**



# APPENDIX C – COUNTY OF PAINEARTH DEVELOPMENT HAZARD MAP





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## CAO Report

Meeting: Regular Council Meeting

Meeting Date: September 17, 2024

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### 1. Sept 3 – Present:

- a. Research on the future of electricity markets, renewable generation challenges and electricity dispatching trends. In Paintearth, there is more generation than consumption and as the excess is exported during hours where the renewable is producing power, the wholesale market fluctuates according to over/under supply.

A good point was raised in regard to the limitation of renewable power being a “time of year/time of day” puzzle to solve to which Natural Gas continues to act as a solution in terms of its ready availability and pricing. Peak power consumption generally occurs when renewables are not contributing much to the total load in Alberta, namely evenings and during winter months. As the Country moves towards a much larger electrical power consumption footprint it is also unclear how this may impact pricing, which currently favours the County in terms of its solar arrays being constructed. A possible move towards de-centralized energy generation/consumption is also something to watch for down the road.

On the topic of Federal Carbon Energy policy, as it’s been noted in conversation with those working on renewable generation projects in the County, the uncertainty in the past two years has meant that steps taken towards shovel in the ground projects are small and measured as a final policy from the Federal Government has yet to be announced.

In the case of Carbon Credits earned by the County of Paintearth in it’s solar generation offset project, there is speculation that in the unforeseen future the value of those credits may increase, hopefully beating revenue projections for the project. The question of whether or not the County can defer Carbon Credit sales until the market prices are more favourable to recognize that benefit is unclear at this time.

The CAO will make himself available for future education on this topic as it comes available including exploring the concept of attracting or facilitating generation/storage model in Paintearth for generators as the yet to be built CETO Line reaches capacity for what can be sent outside the County to substations for consumption, given the possible remaining number of renewable projects that may receive AUC approval in the next two years.

- b. Meeting with Klay Dyer from Alberta Counsel to discuss potential future grant opportunities and current projects. Regarding our effort to secure a MITACS Grant for a research pilot, the program announced it is no longer operating in Alberta, and so budgeted County portions for that project estimated at \$5,000 will not be expensed. The site selected for that pilot has been working however with a entity to explore conversion of biomass to fuel and fertilizer at a scale that exceeds 1T per day. Potential leads on new grants for trails and playgrounds will be explored and brought to Council for consideration at future Council meetings if viable projects can be undertaken.
- c. Council on Sept 4 as an observer.
- d. Update on solar with Jason from Terralta on scheduled timelines for commencement of the County administration building solar site PEG array. Coinciding with that, conversations with

ATCO on placing transformer upgrades at the Castor PW location and the upgrades required at the Crowfoot Reservoir for bi-directional power metering were also held to ensure communication is clear on timelines.

- e. Conversation with Alberta Counsel regarding SuperNet dialogue in regard to the Brownfield broadband project and a request for possible support were held, and in the days that followed, a meeting did take place between Rural Connect Ltd., Alberta Technology & Innovation and Paintearth County did take place and requests for support were relayed with an update tentatively offered by the Executive Director as early as next week on that project. At all times the theme of the conversation continues to be a desire to explore deliverance on AXIA's promise on its website of "cost effective" ways to collaborate with municipalities.
- f. The first Board of Directors meeting for Rural Connect Ltd. Has taken place, with 1 meeting per month slated until December as things get rolling. As the County representative, I've also been named to the position of Vice-Chair of the Board for a 1-year term, with Red Deer County CAO Curtis Herzberg serving as Interim Chair until a suitable Independent Chair with no ties to shareholders has been recruited and appointed. A review of the Strategic Plan took place, approval of the RCLT Ltd. Policy Manual and acceptance of the Closing Book as well as onboarding for the Directors. Conversations about meeting with non-member municipalities to get them to explore the fiber project for themselves has also begun.
- g. Managers meeting on Sept 4 saw updates from Directors on projects, as well as discussions related to Strategic Planning items to be brought forward for future Council consideration. Possible considerations for the outcome of the Halkirk dissolution vote are now also beginning to be discussed for budgetary considerations as part of future budget planning for the 2025 fiscal year.
- h. Virtual meeting with Municipal Viability Advisor Dee Deveau to review County-related materials in the Halkirk Viability Report with the Reeve indicates that the material captured in the report is accurate and reliable. The Halkirk Townhall regarding the release of the report in advance of the vote will take place Sept 24<sup>th</sup> in Halkirk at 7 pm at the Halkirk Community Hall.
- i. Attended the BRAED Harvest BBQ with the Reeve and had good conversations with member of the BRAED team on industry relations, the possible impacts of the shift in government policy impacting REDA funding and matters relating to County business with municipal contacts also at the meeting that do not pertain to economic development.
- j. A meeting was held with the CAO's of Coronation and Castor regarding intermunicipal collaborative frameworks and the subsequent agreements for Fire, Recreation and intermunicipal servicing for water and sewer considerations. As a first meeting, the progress on suggested changes to the documents was very good, and it is anticipated a draft of new agreements will be provided to Council within the next quarter. As a general theme, it is anticipated that the County will be paying higher amounts for various aspects of each service, and once a draft has been prepared, I would ask the County to consider a meeting with their elected counterparts and the CAO's to discuss the contents and make any of the required changes based on agreement of all the parties.
- k. Discussions with the Union regarding a pre-collective bargaining information request has resulted in information sharing ahead of the Bargaining sessions scheduled to take place between Sept 25 and 26<sup>th</sup>. Relations with the Union Business Agent continue to be positive and it is hoped a favourable CBA can be reached within the allocated time frame to be included in the 2025 budget discussions for the County.
- l. Preparation of an update on the Strategic Plan currently in effect for the term of 2022-2025 continues in between various meetings and responses to ratepayer requests for information.

Report Prepared By: \_\_\_\_\_



Michael Simpson, Chief Administrative Officer



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## Assistant CAO Report

Meeting: Regular Council

Meeting Date: September 17, 2024

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1. Correspondence with legal regarding tax collection from outstanding oil and gas properties, prepare payment schedule to be included with draft agreement
2. September 4 – managers meeting follow up after Council.
3. September 4 – PEPs meeting. Received updates on business start up grant, eat local supper (October 23), Stay and Play, PEPs bucks, the investment co-op, truck driving school and small business awards (October 23).
4. Coordinate meeting with Ascend LLP regarding year end financials, for County and PRWM, meeting to be held September 18, 2024. Interim audit will begin November 25.
5. Start preparing 2025 budget documents to be distributed to department heads in preparation for 2025 budget cycle
6. Reach out to Central Square to request a quote for the Diamond Utilities module
7. Correspond with Town of Coronation in regards to a weed complaint at the 4-plex in Coronation
8. Prepare working file in preparation for union negotiations that are to begin at the end of September
9. Completed annual return documents for PEPs and submitted to Brownlee

*Prepared By: Lana Roth, Assistant Chief Administrative Officer*

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## Director's Report

**Department: Community Services**

**Meeting: Regular Council Meeting**

**Meeting Date: September 17, 2024**

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### 1. Planning and Development

- i) Development Permit and Subdivision Reports – please see the attached YTD lists of the permits issued and subdivisions in stages of processing.
- ii) IDP renewals – please see the attached letter from Flagstaff County regarding not needing to officially review the IDP with them as they feel satisfied with the current version and propose looking at it in 5 yrs as per the Province's mandated review. Mike & Tyler updated the Provost MD IDP and I've reached out to SAB and Stettler County to get their views on leaving the IDP's as status quo's.
- iii) Paintearth Wind Project Reclamation – we've completed a reclamation agreement with Potentia for the reclamation of areas where their seeding didn't take, so that it will close off the current project RUDA, and release their security. We'll complete the reclamation in spring of 2025 with either their or our forces as needed.
- iv) NW Castor property development – have secured the land for access road, survey and road construction to commence asap, septic analysis contractor engaged, and subdivision application is being completed/submitted by applicant.

### 2. Emergency Management

In preparation for the ESS exercise on Oct 17 we've now also set up a full ESS training seminar at the Castor hall on Oct 10-11 with provincial AEMA staff. This will help us prep for the exercise, and as it is a full training seminar on handling and receiving evacuees we are opening it up the entire east central AB region for all MDs, Counties, and urbans. Big thanks to John Lamb and AEMA for getting us the trainer/resources...

Rest of our fall sched for the ACP grant completion of our regional partnership is below:

- i) ESS Exercise scheduled for Thurs Oct 17 at Castor Hall. Council welcome as observers and role players to see the impacts and operations should we have to host a reception center for evacuees and the complexities that entails.
- ii) Regional Exercise scheduled for Thurs Nov 14 here at County office. Council welcome as observers, role players, and participants as a SOLE may be involved, due to event similar to May 2023 fire SE of Coronation impacting the region.

**Prepared By: Todd Pawsey, Director of Community Services**



# 2024 Development Report

As of Sept 13

2024

DP #	Applicant	Location	Particulars	Value	District	Perm/Disc	Class
2401	Loren Rodvang	SW5-36-9	placement of mobile home	\$50,000	Ag	Perm	Res
2402	Cam & Candy Brown	SE7-39-11	new residence/cabin	\$150,000	Ag	Perm	Res
2403	Capital Power H2 Project	SE11-40-15	ADLS Tower - radar lighting	\$900,000	Ag	Perm	Ind
2404	Stan & Lorie Schulmeister	SW24-37-14	replacement of residence	\$550,000	Ag	Perm	Res
2405	Erin & Graham Collier	SE15-39-13	replacement of residence	\$400,000	Ag	Perm	Res
2406	Eric & Josie Neilson	SW14-37-13	Cabin and deck area	\$20,000	Ag	Perm	Res
2407	Eric & Josie Neilson	NW14-37-13	Yurt and deck area	\$50,000	Rec	Perm	Res
2408	Castor Colony	NW14-37-15	Multi Unit Housing	\$800,000	Ag	Disc	Res
2409	Darin Eno	NE15-36-11	Mobile home w attached porch	\$10,000	Ag	Perm	Res
2410	Tye & Alison Boehlke	SW1-38-16	new residence w attached garage	\$860,000	Ag	Perm	Res
2411	Whitney Berg	Lot 1 Blk 1 Pln 1722327 SW36-35-12	50x60 finished pole shed shop	\$183,000	Ag	Perm	Res
2412	Katherine Baker	Lot 1 Plan 9623499 in NE13-39-16	modular RTM residence	\$350,000	Ag	Perm	Res
2413	Glen Hartel	Lot 2 Pln 9622898 in SW6-39-10	25x25' cold storage shed	\$10,000	HR	Perm	Res
2414	Jim & Val Gonda	SE26-37-16	new residence w attached garage	\$400,000	Ag	Perm	Res
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			<b>Totals</b>	<b>\$4,733,000</b>			



RECEIVED

AUG 27 2024



August 21, 2024

County of Paintearth No. 18  
P.O. Box 509  
Castor, AB  
T0C 0X0


Attn: Todd Pawsey

Dear Todd:

**Re: County of Paintearth No. 18 / Flagstaff County IDP – 5-Year Review**

For administrative purposes, in lieu of a formal 5-year review of the County of Paintearth No. 18 & Flagstaff County Intermunicipal Development Plan (IDP), dated October 2019, the Intermunicipal Development Plan members agreed that a formal review was not necessary. All members are satisfied with how the current agreement is worded and working for both municipalities. Therefore, our next formal review will be scheduled for completion by October 2029.

Yours sincerely,

  
Rosemary Hoyland  
Development Officer

RJH/rjh

cc: Karen Burnand, Community Services Director

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**FLAGSTAFF COUNTY PO Box 358, Sedgewick, Alberta T0B 4C0**

**Phone: 780-384-4100**

**Fax: 780-384-3635 Email address: [county@flagstaff.ab.ca](mailto:county@flagstaff.ab.ca)**

## 2024 Industry & Utilities Report

As of Sept 13

2024

Approaches and Access						
# Applicant	Land Location	Date Applied	Existing	New Constr.	Culvert?	Date Approved
1	Karve Energy	NW28-38-12				06-Mar
2	Karve Energy	SW3-38-12			y	06-Mar
3	Karve Energy	NE24-38-13			y	06-Mar
4	Karve Energy	NE12-38-12	y			06-Mar
5	Karve Energy	SE26-38-13	y			27-Mar
6	Interpipeline Ltd	NW34-35-10	y			07-Jun
7	Interpipeline Ltd	SW27-35-10	y			07-Jun
8	CETO Line - ATCO	various - 20 locations				29-May
9	Interpipeline Ltd	SW27 & NW22-35-10			temp	07-Jun
10	Axiom O&G	SE16-36-11	y			14-Jun
11	Axiom O&G	NW36-35-11	y			14-Jun
12	Axiom O&G	SE9-36-11	y			14-Jun
13	Axiom O&G	NW2-36-11	y			14-Jun
14	Karve Energy	NE21-38-14	y			12-Jul
15	ATCO Gas	NE25-40-16	y			22-Jul
16	NGTL Ltd	SW26-38-16	y			30-Jul
17	OVINTIV	SE22-39-15	y			04-Sep
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Pipeline Crossings						
Applicant	Land Location	Date Applied	Open/Bored	Weed Ctrl?	Profile Rec'd	Date Approved
1	Karve Energy	NE24-38-13 to SW30-38-12	02-May	bored		16-May
2	Karve Energy	SE29 to NE20-38-12	31-Jan	bored		08-Feb
3	Karve Energy	NE12 to SE14-38-12	16-May	Open		31-May
4	Paintearth Gas Co-op	NW36-37-16 to SW1-38-16	10-Sep	bored		11-Sep
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12						

**Proximity Requests**

<b>Applicant</b>	<b>Land Location</b>	<b>Date Applied</b>	<b>Date Approved</b>
1 Karve Energy	SW3-38-12	20-Feb	06-Mar
2 Karve Energy	SW8-39-11	27-Feb	27-Mar
3 Karve Energy	NE24-38-13	27-Feb	06-Mar
4 Karve Energy	SE26-38-13	05-Mar	27-Mar
5 Karve Energy	NE12-38-12	05-Mar	06-Mar
6 Karve Energy	SW19-38-12	02-May	16-May
7 Axiom O&G	NW36-35-11	12-Jun	14-Jun
8 Axiom O&G	SE9-36-11	12-Jun	14-Jun
9			
10			
11			
12			

**Utility Applications**

	<b>Land Location</b>	<b>Project</b>	<b>Notified</b>	<b>Approved</b>
1 ATCO Electric	NE34-39-15	Temp laydown yard service	17-Jan	30-Jan
2 ATCO Electric	SE23-39-10	site service, lease road not cou	21-Mar	25-Mar
3 ATCO Electric	SW14-37-15	salvage material Paintearth Wir	18-Mar	25-Mar
4 ATCO Electric	NE24-38-13	new lease site service	22-Mar	25-Mar
5 ATCO Electric	SE21-40-15	salvage materials industry	27-Mar	19-Apr
6 ATCO Electric	NE15-36-11	salvage materials industry	15-May	16-May
7 ATCO Electric	NE24-36-12	salvage materials industry	08-May	16-May
8 ATCO Electric	SW21-36-11	salvage materials industry	08-May	16-May
9 ATCO Electric	SW20-36-11	salvage materials industry	08-May	16-May
10 ATCO Electric	NE7-36-10	salvage materials industry	08-May	16-May
11 ATCO Electric	SE12-38-12	new lease site service	10-Jun	14-Jun
12 ATCO Electric	SW1-38-16	new yard service	08-Jul	12-Jul
13 ATCO Electric	SW14-37-14	new yard service	11-Jul	12-Jul
14 ATCO Electric	NE7-40-14	salvage materials from site	16-Aug	23-Aug
15 ATCO Electric	NE27-37-9	replace pole at road crossing	03-Sep	09-Sep
16 ATCO Electric	NW24-35-10	industry service replacements	03-Sep	09-Sep
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**RUA Projects**

	<b>Land Location</b>	<b>Roads</b>	<b>Date Entered</b>
1 Ovintiv	SE22-39-15	RR152	04-Sep
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**D56 & Other Notices**

**Exploration/Development Notices of Intent**

**Intent Notice**

**Compl. Notice**

**Purpose**

Applicant	Land Location	Intent Notice	Compl. Notice	Purpose
1 Terrene Environmental	NW26-36-13	17-Jan	17-Jan	approach release - OWA
2 Karve Energy	NE7-39-10		10-Jan	rec certificate issued
3 NGTL	SW3-38-13	24-Jan		blowdown notice
4 Axiom Oil and Gas	NE16-36-11	30-Jan		Multi well oil battery
5 Crescent Point Energy	NW16-39-15	13-Feb		wellsite abandonment
6 Crescent Point Energy	NW16-39-15	13-Feb		pipeline abandonment
7 Karve Energy	SW14-37-12	20-Feb		approach release
8 Karve Energy	SW3-38-12	21-Feb		new multiwell padsite
9 Karve Energy	NW28-38-12	21-Feb		new multiwell padsite
10 Battle River Energy	SW26-38-10	23-Feb		wellsite abandonment
11 Battle River Energy	SE24-38-11	23-Feb		wellsite abandonment
12 Battle River Energy	NE24-35-14	23-Feb		wellsite abandonment
13 Battle River Energy	SW8-39-10	23-Feb		wellsite abandonment
14 Battle River Energy	NW29-38-10	23-Feb		wellsite abandonment
15 Battle River Energy	NW28-38-10	23-Feb		wellsite abandonment
16 Battle River Energy	NW23-37-10	23-Feb		wellsite abandonment
17 Battle River Energy	NW26-38-10	23-Feb		wellsite abandonment
18 Battle River Energy	SE34-37-9	23-Feb		wellsite abandonment
19 Karve Energy	NW15-39-11	22-Feb		approach release
20 Karve Energy	SW8-39-11	27-Feb		add'l wells on existing padsite
21 Crescent Point Energy	SE2-40-15	27-Feb		wellsite abandonment
22 Karve Energy	NE24-38-13	28-Feb		add'l wells on existing padsite
23 Karve Energy	NE5-38-12	05-Mar		Multi well oil battery
24 Karve Energy	SE26-38-13	05-Mar		new multiwell padsite
25 Karve Energy	NE12-38-12	29-Feb		new oil well
26 Battle River Energy	SE24-38-11	19-Mar		wellsite abandonment
27 Battle River Energy	SE15-37-10	19-Mar		wellsite abandonment
28 Battle River Energy	SE26-37-10	19-Mar		wellsite abandonment
29 Bay Oil and Gas	NW8-39-10	27-Mar		add'l wells on existing padsite
30 Crescent Point Energy	NW11-40-15	08-Apr		wellsite abandonment
31 Karve Energy	SW1-39-13	05-Apr		rec certificate issued
32 Karve Energy	SW14-37-12	05-Apr		rec certificate issued
33 Karve Energy	24-38-13 to 19-38-12	16-Apr		oil pipeline
34 Karve Energy	24-38-13 to 30-38-12	16-Apr		nat gas pipeline
35 Karve Energy	SE8-38-12	15-Apr		add'l wells on existing padsite
36 Karve Energy	NE12-38-12	17-Apr		salt water pipeline
37 Karve Energy	NE12-38-12	17-Apr		salt water pipeline
38 Karve Energy	NW14 to NE14-38-12	17-Apr		salt water pipeline
39 Karve Energy	NE12 to SE14-38-12	22-Apr		salt water pipeline
40 Karve Energy	NE12-38-12	14-May		water source well
41 Karve Energy	14 to 24-35-10	01-May		pipeline abandonment
42 Battle River Energy	24-38-11	30-Apr		pipeline abandonment
43 Orphan Well Assoc	NE4-39-15	06-Jun		approach release
44 Orphan Well Assoc	SE1-36-13	06-Jun		approach release
45 Battle River Energy	NE4-37-9	11-Jun		wellsite abandonment
46 Battle River Energy	NW11-37-11	11-Jun		wellsite abandonment
47 Battle River Energy	SW32-39-10	11-Jun		wellsite abandonment
48 Battle River Energy	NE35-36-10	11-Jun		wellsite abandonment
49 Battle River Energy	NE27-38-10	11-Jun		wellsite abandonment
50 Battle River Energy	NW4-39-10	11-Jun		wellsite abandonment
51 Veren Inc	NE24-40-16	11-Jun		facility abandonment
52 Axiom Oil and Gas	SE16-36-11	12-Jun		single well reactivation
53 Axiom Oil and Gas	NW36-35-11	12-Jun		single well reactivation
54 Axiom Oil and Gas	SE9-36-11	12-Jun		single well reactivation
55 Axiom Oil and Gas	NW2-36-11	12-Jun		single well reactivation
56 Karve Energy	NW23-38-14	19-Jun		rec certificate issued
57 Orphan Well Assoc	18-35-9	17-Jul		pipeline abandonment
58 Orphan Well Assoc	SE19 to SE22-38-9	17-Jul		pipeline abandonment
59 Battle River Energy	NE4-37-9	31-Jul		completion of abandonment
60 Karve Energy	8 to 5-38-12	12-Aug		oil pipeline
61 Veren Inc	10-39-15	15-Aug		wellsite abandonment
62 Veren Inc	10-39-15	15-Aug		pipeline abandonment
63 Veren Inc	13-38-11	19-Aug		wellsite abandonment
64 Veren Inc	11 to 13 to 15-38-11	19-Aug		pipeline abandonment
65 Bay Oil and Gas	8-39-10	14-Aug		Multi well oil battery