

IN THE PROVINCIAL COURT OF ALBERTA
CRIMINAL DIVISION

BETWEEN:

HER MAJESTY THE QUEEN

-and-

MOORE'S INDUSTRIAL SERVICE LTD. also known as MOORE'S INDUSTRIAL
SERVICE and MOORE'S INDUSTRIAL SERVICES

BEFORE THE HONOURABLE) On Monday, the 28th day
JUDGE A. A. FRADSHAM) of January, 2019.
AT CALGARY, ALBERTA)

**ORDER PURSUANT TO SECTION 234(1) OF THE
ENVIRONMENTAL PROTECTION AND ENHANCEMENT ACT**

WHEREAS Moore's Industrial Service Ltd. also known as Moore's Industrial Service and Moore's Industrial Services ("Moore's") stands convicted of an offence contrary to the *Environmental Protection and Enhancement Act*, to wit:

Count 2: On or between the 11th day of June 2016 and the 13th day of June 2016, at or near the City of Calgary, in the Province of Alberta, did dispose of waste except at a waste management facility or in a container the contents of which will be taken to a waste management facility, that is subject to the appropriate approval, registration or notice required under the Act or in accordance with the written authorization of the Director contrary to section 176 of the Environmental Protection and Enhancement Act and did thereby commit an offence contrary to s. 227(j) of the Environmental Protection and Enhancement Act evidence of the offence having first come to the attention of the Director on June 13, 2016.

AND WHEREAS in addition to a fine of \$5,000.00 as against Moore's, imposed under the *Environmental Protection and Enhancement Act*, inclusive of victim fine

surcharge, and having regard to the nature of the offence and circumstances surrounding its commission;

IT IS HEREBY ORDERED that pursuant to the provisions of section 234(1) of the *Environmental Protection and Enhancement Act*, Moore's Industrial Service Ltd. also known as Moore's Industrial Service and Moore's Industrial Services shall comply with the following conditions:

Nose Creek Watershed Partnership and Bow River Basin Council Fine Diversion Project Order

1. That Moore's will unconditionally forward \$25,000.00 to the Nose Creek Watershed Partnership and the Bow River Basin Council on or before March 11, 2019. The \$25,000.00 will be forwarded to the Nose Creek Watershed Partnership and the Bow River Basin Council for the sole purpose of funding the project as detailed and described in Schedule "1" hereto. The specific address to which the funds should be forwarded is: Nose Creek Watershed Partnership, Attention: Jessica Sleeman, Chairperson, 400 Main Street SE, Airdrie, AB, T4B 3C3. The specific payee that should be entered on the cheque is "Bow River Basin Council on behalf of the Nose Creek Watershed Partnership".
2. Moore's shall only forward the funds as ordered in paragraph 1 to the Nose Creek Watershed Partnership and Bow River Basin Council upon receiving confirmation from counsel for the Crown that the Nose Creek Watershed Partnership, the Bow River Basin Council, and Her Majesty the Queen, in Right of the Province of Alberta, as Represented by the Minister of Environment and Parks, have fully executed Schedule "1". Should Schedule "1" not be fully executed by February 18, 2019, the funds referred to in paragraph 1 will be forthwith sent to the Clerk of the Court along with a copy of this Order. The Clerk of the Court will then deal with those funds as though they were payment of an additional fine ordered by the Court with respect to Count 1, inclusive of any applicable surcharge.

3. All of the reports produced in accordance with the project described in paragraph 1 will be available to the public and may be posted on the website of Alberta Environment and Parks or elsewhere.
4. If any conditions or requirements of this Order cannot be met, counsel for the Alberta Crown Prosecution Service, Alberta Environment and Parks, Nose Creek Watershed Partnership, Bow River Basin Council, and Moore's can resolve any resulting issues by agreement, failing which the parties hereto shall appear before this Honourable court for further direction.
5. The term of this Order is for three years from the date hereof to allow sufficient time for completion of the project described herein.

Publication Order

6. Pursuant to the provisions of section 234(1) of the Environmental Protection and Enhancement Act, Moore's will allow Alberta Environment and Parks to publish, archive, and freely distribute, without compensation and without restriction, an article for publication by the Canadian Association for Surface Finishing or the Environmental Services Association of Alberta or some other similar organization or any combination of the foregoing. The first purpose of the article will be to explain the adverse effect that the prosecution process has had upon the company. The second purpose of the article will be to detail a combination water sensor/solenoid water cutoff machine that Moore's has developed in response to this incident. By spreading knowledge of the sensor to people in the electroplating business and environmental consulting, other people who need to secondarily contain large amounts of potential hazardous wastes or hazardous recyclables should benefit and better be able to prevent similar incidents in the future. A rough draft prepared by Moore's detailing the water sensor machine is attached hereto as Schedule "B".
7. When published, the article will not identify Moore's, and the article will be preceded by the following statement: "This article is part of a creative sentence

that the Provincial Court of Alberta imposed as a result of an Environmental Protection and Enhancement Act infraction.

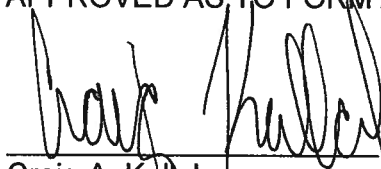
8. That the proposed text of the article will be subject to approval by counsel for the Alberta Crown Prosecution Service and Moore's. If counsel for the parties cannot agree about the text of the proposed article, the parties will seek the further direction of this Court regarding the proposed text of the article.
9. Upon completion of the publication of the article, Environmental Protection Officer Hanneke Brooymans or her designate is directed to forward a copy of the final published documents along with details of how they were published and confirmation that the terms of this Order have been carried out to this Honourable Court .
10. This Order may be consented to in counterpart, by facsimile or otherwise.

DATED this 20 day of January, 2019, in Calgary, in the Province of Alberta.



Judge of the Provincial Court of Alberta

APPROVED AS TO FORM AND CONTENT BY:



Craig A. Kallal
Solicitor for the Specialized Prosecutions Branch
of the Alberta Crown Prosecution Service



Darius L. Bennett
Solicitor and Agent for Moore's Industrial Service
Ltd. also known as Moore's Industrial Service and
Moore's Industrial Services

66 Schedule 1

RECIPIENT AGREEMENT

THIS AGREEMENT is to be effective commencing on the Effective Date,

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA
as Represented by the Minister of
Environment and Parks

(the "Province")

AND:

NOSE CREEK WATERSHED PARTNERSHIP
and
BOW RIVER BASIN COUNCIL

(together, the "Recipient")

WHEREAS:

- A. The Province is the administrator of the Sentencing Fund;
- B. Pursuant to a court order issued by the Provincial Court of Alberta made on January 28, 2019, Moore's Industrial Services Ltd. was ordered to pay the Sentencing Fund under the creative sentencing provisions of the *Environmental Protection and Enhancement Act*; and
- C. The Province and the Recipient desire to have the Recipient use the Sentencing Fund for the Project in accordance with the Project Proposal.

THEREFORE the parties agree as follows:

1. Definitions and Interpretations

1.1. In this Agreement:

- (a) "**Contract**" means one or more contracts to perform work relating to the Project, to be awarded by the Recipient to third parties in accordance with the Project Proposal and this Agreement;
- (b) "**Contractor**" means a third party who has been awarded a Contract by the Recipient;
- (c) "**Effective Date**" means January 28, 2019;
- (d) "**Eligible Expenses**" means an expense incurred for the Project that meets the Project Details, as further described by Schedules A, B and C;

- (e) **"Final Report"** means the Final Report to be prepared by the Recipient and delivered to the Province in accordance with Sections 4.5 and 4.6;
- (f) **"Interim Report"** means an Interim Report to be prepared by the Recipient and delivered to the Province in accordance with Sections 4.3 and 4.4;
- (g) **"Minister"** means the Minister of Environment and Parks and any duly authorized representative of the Minister;
- (h) **"Project"** means the updating and refining of a wetland inventory for the Nose Creek Watershed using the Province's Merged Wetland Inventory data layer and associated field work, as set out in the Project Proposal;
- (i) **"Project Proposal"** means the Recipient's proposal for the Project, as set out in Schedule B;
- (j) **"Sentencing Fund"** means the amount of \$25,000 and any additions to this amount in accordance with this Agreement; and
- (k) **"Term"** has the meaning as set out in Section 6.1.

1.2. The following Schedules are incorporated into and form a part of this Agreement:

Schedule A – Eligible Expenses;

Schedule B – The Project Proposal Letter dated November 29, 2018 from the Recipient to the Province; and

Schedule C – Project Report Template.

1.3. In interpreting this Agreement

- (a) time is of the essence;
- (b) a reference to any Act
 - (i) unless otherwise stated, is to the Act of the Province of Alberta; and
 - (ii) includes all regulations made pursuant to such Act, as such Act and associated regulations may be amended or replaced from time to time;
- (c) words importing gender include all genders;
- (d) words in the singular include the plural and vice versa;
- (e) the word "include" and its inflected forms are not be to interpreted as limiting;
- (f) headings are for convenience only;

- (g) if there is any conflict between the body of this Agreement and the Schedules, the body of this Agreement prevails, followed by Schedule A;
- (h) a waiver of any term or condition by one party is only effective if in writing, and any such waiver relates only to the specific breach and instance set out in the waiver;
- (i) any discretion to be exercised by the Province under this Agreement, including where the Province "may" do something, is at the Province's absolute discretion; and
- (j) where a time or date for doing something occurs on a Saturday or a day that is a holiday (as defined in the *Interpretation Act*), the time is deemed to be extended to the first following day that is not a Saturday or holiday.

2. The Grant

- 2.1. The Province will make arrangements to have the Sentencing Fund paid to the Recipient within a reasonable time after the Effective Date.
- 2.2. As consideration for the Province arranging for the payment of the Sentencing Fund to the Recipient, the Recipient will undertake and supervise the Project in accordance with the Project Proposal and the terms and conditions of this Agreement.
- 2.3. On receipt of the Sentencing Fund, the Recipient will promptly deposit the amount into an appropriate account, acceptable to the Province, and the Recipient will:
 - (a) maintain a reasonable accounting system to separately identify the Sentencing Fund associated with the Project apart from any other amounts in the account;
 - (b) ensure that, at any given time, the Recipient is able to determine the amount of Sentencing Fund; and
 - (c) allocated any interest earned on the account as a whole, on a *pro rata* basis, to the Sentencing Fund, which then becomes a part of the Sentencing Fund and subject to this Agreement.
- 2.4. The Bow River Basin Council's role shall be limited to the holding and management of the Sentencing Fund and such other additional administrative or other assistance required by the Nose Creek Watershed Partnership as agreed to by the parties.

3. Eligible Expenses

- 3.1. The Recipient will only use the Sentencing Fund for Eligible Expenses.
- 3.2. The Recipient will monitor the expenditure of all amounts from the Sentencing Fund and will promptly notify the Province of any of the following:
 - (a) the improper use of any portion of the Sentencing Fund; or

- (b) a breach of any environmental law or noncompliance with any permit, licence or approval that is related to any aspect of the Project or an expense incurred using the Sentencing Fund.
- 3.3. Without limiting the requirements under Section 3.4, if any of the events in Section 3.2 occurs, the Recipient will promptly take such actions as the Province may direct to correct or rectify such event.
- 3.4. If the Province believes an expense made using the Sentencing Fund is not an Eligible Expense, then
 - (a) the Province will, promptly on becoming aware of a questioned expense, inform the Recipient of its concern, and
 - (b) the Recipient will, within 30 days of the notice from the Province,
 - (i) subject to Section 6.5, reimburse the Sentencing Fund by the amount of the questioned expense and provide evidence to the Province, or
 - (ii) deliver to the Province any materials supporting why the questioned expense should be an Eligible Expense.
- 3.5. After receiving materials under Section 3.4(b)(ii), the Province will, acting reasonably and consistent with the intent of the Project and its Project Proposals, make a final determination regarding whether the questioned expense was an Eligible Expense.
- 3.6. If the Province determines an expense is not an Eligible Expense under Section 3.5, the Recipient agrees to be bound by the decision of the Province and, subject to Section 6.5, will promptly reimburse the Sentencing Fund by the amount of the improper expense and provide evidence to the Province within 30 days.

4. Management of the Sentencing Fund and Reporting Obligations

- 4.1. When managing the Sentencing Fund and incurring Eligible Expenses, the Recipient will adhere to investment and business practices, standards and procedures that are at least consistent with those followed by a reasonably prudent person who is acting to
 - (a) avoid undue risk of loss;
 - (b) obtain a reasonable return; and
 - (c) receive reasonable value for services, supplies and assets purchased.
- 4.2. The Recipient will deliver to the Province a notice setting out the Recipient's selection of any Contractor together with a copy of the Contract (as may be redacted to delete any prices, rates or other business information from the Contract) at the time any Contract is awarded.

- 4.3. The Recipient will deliver to the Province the following Interim Reports:
- (a) on or before September 30, 2019: an Interim setting out the progress of the Project, including the Project strategy;
 - (b) on or before January 1, 2020: an Interim setting out the progress of the Project, since the previous Interim Report; and
 - (c) on or before July 31, 2020: an Interim setting out the progress of the Project, since the previous Interim Report.
- 4.4. The Recipient will prepare each Interim Report using the template attached as Schedule C and containing at least the following:
- (a) a summary of the status of the Project;
 - (b) a summary of all services, supplies, equipment and other expenses incurred from the Sentencing Fund, including a brief summary of the use to which they were put;
 - (c) a summary of any revenue (including interest) earned from the Sentencing Fund allocated to the Project;
 - (d) the amount of the Sentencing Fund remaining as of the date of the Interim Report;
 - (e) a summary of any delays or problems for the Project experienced or expected; and
 - (f) such other information the Province may reasonably request in advance.
- 4.5. The Recipient will deliver to the Province a Final Report, as appropriate
- (a) within 30 days of the expiry or early termination of the Agreement, or
 - (b) on or before March 31, 2021 or the revised completion date for the Project determined in accordance with Section 4.7(a).
- 4.6. The Recipient will prepare the Final Report using the template attached as Schedule C containing at least the following:
- (a) a complete report detailing the use of the Sentencing Fund, including a full accounting of all
 - (i) expenses incurred,
 - (ii) revenue earned; and
 - (iii) amounts remaining in the Sentencing Fund;

- (b) a certified cheque or bank draft in an amount equal to the remaining amount of the Sentencing Fund;
 - (c) a copy of, or access to, the mapping tool created for the Nose Creek Watershed wetlands; and
 - (d) such other information the Province may reasonably request in advance.
- 4.7. If the Recipient is unable to complete the Project by March 31, 2021, the Recipient will
- (a) notify the Province as soon as practical that the Project is delayed and indicating a revised completion date for the Project that is no later than December 31, 2021, and
 - (b) deliver an additional Interim Report on or before March 31, 2021.
- 4.8. Notwithstanding anything else in this Agreement, if the Project is not completed by December 31, 2021, the Recipient will
- (a) stop or cause to be stopped all work on the Project by January 1, 2022, and
 - (b) deliver a Final Report to the Province together with a summary of the work that was not completed for the Project, before January 27, 2022.
- 4.9. In carrying out this Agreement, the Recipient will comply with all applicable:
- (a) laws of the Province of Alberta and the federal laws of Canada applicable in the province;
 - (b) bylaws or resolutions of any municipal government; and
 - (c) permits, licenses and approvals.
- 4.10. The Recipient acknowledges that the *Freedom of Information and Protection of Privacy Act* applies to all information and records provided by the Recipient to the Province and to any information and records provided to the Province in connection with the subject matter of this Agreement, and which are in the custody or under the control of the Province.
- 4.11. The Recipient will not make any public announcement or issue any press release regarding the entering into of this Agreement or receiving the Sentencing Fund, except in consultation with and the approval of the Province as to the contents of the announcement or press release.
- 4.12. The Province is not responsible for the establishment and operation of the Project, and the Recipient agrees to indemnify and hold harmless the Province from any and all third party claims, demands or actions for which the Recipient is legally responsible, including those arising out of negligence or wilful acts by the Recipient or their respective employees, contractors or agents in carrying out the Project or using Sentencing Funds.

5. Conflict Of Interest And Ethical Conduct

- 5.1. The Recipient will ensure there are no conflicts of interest or apparent conflicts of interest on the part of the Recipient and their respective employees in relation to
- (a) making any expenditure using the Sentencing Fund,
 - (b) awarding any Contract, and
 - (c) the performance of all work done in relation to the Project, including the selection of any third party contractors or consultants.
- 5.2. Without limiting Section 5.1:
- (a) the Recipient will not influence, or seek to influence, or otherwise take part in a decision of the Province, knowing that the decision might further the Recipient's private interests;
 - (b) where any work under the Agreement or for a Project involves providing advice, making recommendations to the Province or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, the Recipient will provide or carry out such advice, recommendation or discretion impartially and without bias;
 - (c) that except for payments as set out in this Agreement, the Recipient will not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the carrying out the obligation under this Agreement or performing a Project, include in awarding a Contract;
 - (d) the Recipient will not have any financial interest in any business of a third party that causes, or would appear to cause, a conflict of interest in connection with awarding of a Contract;
 - (e) that upon request by the Province, the Recipient will deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the Recipient in its business practices or in relation to its employees or contractors; and
 - (f) the Recipient will, and will ensure its employees and contractors, comply with the *Lobbyists Act*.
- 5.3. In the event the Recipient becomes aware of any matter that causes or is likely to cause a conflict of interest, the Recipient will immediately provide notice to the Province and the Recipient will immediately cease the performance of any work relating to this Agreement or the Project unless the Province notifies the Recipient that such work may continue, as the Province may determine.
- 5.4. If the Province reasonably believes the Recipient is or likely to be in a conflict of interest, then Section 6.3 applies.

6. Term and Termination

- 6.1. The term of this Agreement (the "Term") commences the Effective Date and expires at the earlier of
 - (a) the date that the Recipient has completed all of its obligations under this Agreement; or
 - (b) 60 days after one party provides notice to the other party that it is ending this Agreement.
- 6.2. If this Agreement expires under section 6.1(b), the Recipient will deliver a Final Report to the Province within 30 days of the expiry of the Term without further demand by the Province.
- 6.3. Notwithstanding any other provision of this Agreement, the Province may immediately and without notice terminate this Agreement, and the Recipient will immediately pay to the Province without further demand, all undisbursed amounts of the Sentencing Fund to the Province if any of the following events occurs (or if the Province has a reasonable belief that any of the following may imminently occur):
 - (a) the Recipient is petitioned into bankruptcy or makes an assignment for the benefit of creditors,
 - (b) the Recipient is adjudicated bankrupt or insolvent,
 - (c) the Recipient files a petition or institutes any proceedings under any bankruptcy or insolvency legislation,
 - (d) the Recipient has its chattels, equipment or supplies seized under process of law for non-payment of debts, or
 - (e) the Recipient is the subject of an appointment of a receiver or trustee in bankruptcy.
- 6.4. The Recipient will immediately advise the Province if it has reason to believe any of the events in Section 6.3 may occur, in which case the Province is deemed to have a reasonable belief that such event may imminently occur.
- 6.5. If Sections 3.4(b)(i) or 3.6 apply after the expiry of the Term or the termination of this Agreement, then instead of reimbursing the Sentencing Fund, the Recipient will pay the amount of the improper expenses to the Province without further demand.
- 6.6. Any amount that the Recipient is required to pay to the Province under this Agreement is a debt due to the Crown and may be recovered from the Recipient by an action in debt.

7. General

7.1. Sections 3.4, 3.5, 3.6, 4.6, 4.10, 4.11, 4.12, 5.3, 6.2, 6.5, 6.6 and 7.2 survive the expiry of the Term or the earlier termination of this Agreement

7.2. Any notices or communication to be given by one party to the other under this Agreement are to be given in writing and may be delivered to the other party at the following addresses, email addresses or facsimile numbers, or to such other person and contact information as a party may provide by notice:

To the Province:

Environment and Parks
15th Floor, Oxbridge Place
9820 106 Street
Edmonton, AB T5K 2J6

Attn: Hanneke Brooymans
Justice Liaison
Tele: 780-644-8355
Email: hanneke.brooymans@gov.ab.ca

To the Recipient:

Nose Creek Watershed Partnership
400 Main Street SE
Airdrie, AB T4B 3C3

Attn: Jessica Sleeman
Chairperson
Tele: 403-948-8800 ext. 6417
Email: Jessica.Sleeman@airdrie.ca

7.3. This Agreement

- (a) is subject to and conditional upon the Nose Creek Watershed Partnership representatives ratifying a MOU with Bow River Basin Council within 30 days of the date of being executed and delivered to the parties,
- (b) constitutes the entire Agreement between the parties,
- (c) enures to the benefit of and is binding on the parties and their respective representatives, successors and permitted assigns,
- (d) is not to be interpreted or construed as creating a relationship of principal and agent, employer and employee, partnership or joint venture between the parties,
- (e) is to be construed and interpreted in accordance with the laws applicable in the Province of Alberta and the federal laws of Canada applicable therein,
- (f) may only be amended in writing, and
- (g) may not be assigned by the Recipient without the prior written consent of the Province.

7.4. The Recipient represents to the Province that the persons signing this Agreement on behalf of the Recipient has authority to bind their respective entities and that all

resolutions and other actions required to enter this Agreement have been properly completed.

IN WITNESS WHEREOF the Parties have signed this Agreement effective as of the Effective Date

**HER MAJESTY THE QUEEN, in Right of
the Province of Alberta, as Represented by
the Minister of Environment and Parks**

Hanneke Brooymans
Justice Liaison

NOSE CREEK WATERSHED PARTNERSHIP

Jessica Sleeman
Chairperson

BOW RIVER BASIN COUNCIL

Mark Bennett
Executive Director

Schedule A

Eligible Expenses

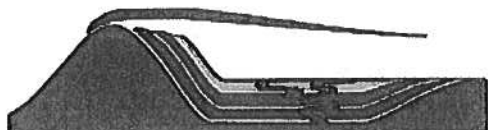
When utilizing the Sentencing Fund, the Recipient agrees an Eligible Expense is an expense actually incurred by the Recipient for the Project and in accordance with the Objectives.

The Recipient acknowledges and agrees that expenditures that do not meet the definition of an Eligible Expense include:

- expenses that do not meet the Objectives;
- expenses that have no connection to the Nose Creek Watershed;
- amounts incurred contrary to the conflict of interest and ethical conduct provisions in Section 5,
- expenses incurred conducting an activity
 - in violation of any environmental law, or
 - that is not compliant with any required permit, licence or approval;
- amount to pay any fine, penalty, restitution, clean up, or to correct a violation of any environmental law or noncompliance with any permit, licence or approval by the Recipient, its employees or any person acting on behalf of the Recipient;
- fees or honoraria paid to members of the Recipient unless in accordance with this Agreement and directly related to the Project, and
- out of province travel.

This list is not exhaustive and the Recipient is responsible to ensure all uses of the Sentencing Fund is only used for Eligible Expenses. If the Recipient is unsure whether a proposed expense is an Eligible Expense, it may contact the Province to discuss prior to incurring such expense.

Schedule B: Project Proposal Letter



Nose Creek Watershed Partnership

Ms. Hanneke Brooymans
Justice Liaison, Alberta Environment and Parks
Oxbridge Place
15th floor, 9820 106 St NW, Edmonton, Alberta T5K 2J6

November 29, 2018

Dear Ms. Brooymans,

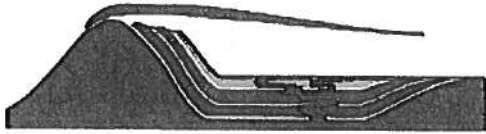
The Nose Creek Watershed Partnership (NCWP) is pleased to provide the following wetland project outline, as a potential recipient for grant funds from the Creative Sentencing program. Wetlands are an important aspect of the Nose Creek watershed, and have been the subject of many recent watershed management planning discussions. The role and inherent value of wetlands was identified in the recently updated Nose Creek Watershed Water Management Plan (2018). Recommendations in the Plan address the need for improved wetland management that will reflect their importance in watershed function, namely for flood and drought mitigation, and maintaining water quality and biodiversity in the watershed.

The NCWP would use these funds to implement priority recommendation 6.4.4 a: Update and refine the wetland inventory for the Nose Creek watershed using Alberta's Merged Wetland Inventory data layer in conjunction with field-truthing. Create a map tool to support wetland management and prioritize wetlands for future retention, restoration and/or integration.

This project will have many benefits for the future of wetlands in the Nose Creek watershed, as well as other watersheds in the region. The project will:

- a) Provide a firm baseline inventory and prioritization of high valued wetlands for future retention and restoration
- b) Support municipalities in their current review of development plans
- c) Inform future wetland integration discussions with respect to stormwater management
- d) Align with a current model project by providing more detailed wetland information to consider in the future evaluation of development scenarios

The NCWP would expend the funds within three years of receiving the grant. The Partnership would initiate the project in 2019 by working on a strategy with Miistakis Institute, using the strategy data to inform developing a comprehensive RFP for the project and hiring a wetland consultant (Table 1). The wetland inventory and map tool would be completed in 2019, followed by a valuation and prioritization of wetlands for retention, restoration, and/or integration in 2020.



Nose Creek Watershed Partnership

Table 1. Preliminary timeline and key project actions.

Timeline	Key Actions
Jan 2019	Secure funding
Jan 2019 - July 2019	Work with Miistakis Institute on Strategy
July 2019 - Oct 2019	Prepare project Request for Proposal
Dec 2018; Jan-Apr 2019	Seek additional funding
Dec 2019	Hire consultant
Jan 2020 - Jun 2020	Phase 1. Complete wetland inventory map layer
Sep-Feb 2021	Phase 2. Value wetlands based on established criteria and current process. Prioritize wetlands for retention/restoration and integration.

There are a number of known data sources that will be compiled for the Nose Creek watershed, including the Alberta Merged Wetland Inventory, wet areas mapping, drained wetland inventories, municipal biophysical assessment data, and municipal updated wetland inventories (where available). The wetland consultant will be responsible for compiling this data for the Nose Creek watershed. Criteria will be used to identify high-valued wetlands, in collaboration with the consultant, NCWP and NCWP technical team (municipal representatives, Bow River Basin Council).

The expected cost of the project is about \$100,000.00. The cost will be covered using this grant, NCWP project funds (to be confirmed), and additional grant funds that will be sought in early 2019.

The NCWP is going to be partnering with Miistakis Institute with their regional project, "Developing a Wetland Dataset for Land Use Planning in the Bow River Basin". The Partnership will collaborate with the Miistakis Institute wherever possible, to further this important work at a larger scale. Opportunities to collaborate include sharing of information and participation in broader discussions. The NCWP would like to continue their focused effort in the Nose Creek watershed to address the urgent need for data and direction regarding wetland retention and restoration. The work undertaken in this Bow River watershed sub-basin can be used to inform the larger, regional-scale work.

The NCWP looks forward to hearing from you in the near future. If you have any questions regarding this project, please contact me at 403-948-8800 (ext. 6417) or by email at Jessica.Sleeman@airdrie.ca.

Sincerely,

Jessica Sleeman, NCWP Chair

SUBTOTAL LABOUR COSTS =

B. Material Project Costs

Type	Description	Total cost
Capital Expenditures / Equipment Purchase		
Site Supplies & Materials		
Rentals (equipment, vehicle, helicopter)		
Work & Safety Supplies		
Other		
SUBTOTAL MATERIAL COSTS =		

C: Overhead/Administration

Category	Description	Total project cost
Office space, utilities, etc.		
Office supplies		
Printing/photocopying		
Administration fee		
Sub-contractor admin fee (if not included in labour cost)		
Other		
SUBTOTAL OVERHEAD COSTS =		

D. Project Expenditure Summary

Please insert the subtotals from above:

	Total Project Amount
Labour Costs	
Material Costs	
Overhead Costs	
Total Spent	

Original Amt diverted to project	
Interest earned on account	
Amount Remaining	

Additional Comments on Project Costs:

Explain any significant variances or differences from the approved project proposal (e.g., unspent funds, approved budget changes). Please provide a brief description of expected expenses in coming term.

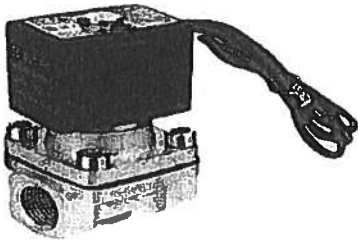
How good is your Containment?

Sometimes fresh ideas are a new take on an old technology.

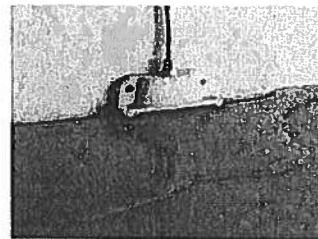
While your company has containments for chrome tanks, strips tanks or any other chemical holding containers; and everyone has been trained on what to do in the event of a chemical spill. Has your company ever thought about unexpected events which could escalate into a serious environmental situation? Lets just say, a fresh water line coming into your facility, (which we all have) suddenly bursts due to a frozen line or wear causing your containments to fill with fresh water, and mix with waste water creating chemical waste, also filling up the containment area and possibly finding its way to either a floor drain or outside storm drain; which as you all know goes to our local ponds, rivers and lakes.

Moore's Industrial Service Ltd believes that protecting the environment could mean taking a fresh idea on an old technology. Moore's has placed water bugs in all critical locations of the building, so that, if a fresh water source is introduced due to a frozen line or wear, the water bug will get wet, it will interrupt the signal to the solenoid, which will then shut off all water to the building, controlling and diverting any and all environmental concerns. In addition; the water bug will activate a siren, drawing attention to the situation.

Water bugs (sensors) are not new technology, nor is a solenoid, but using them together to protect the environment and the future is an idea that Moore's believes is worth sharing with other companies in surface finishing.



Solenoid



Water sensor