



**County of St. Paul No 19
Council Meeting
AGENDA**

**Tuesday, March 12, 2019
10:00 AM
Board Room**

Pages

- 1. Call to Order**
- 2. Minutes**
- 3. Bank Reconciliation**
- 4. Additions to Agenda and Acceptance of Agenda**
- 5. Closed Session**
 - 5.1 Closed Session** 1
- 6. Business Arising from Minutes**
- 7. Delegation**
 - 7.1 11:00 a.m. - St. Paul Gymnastics Club** 2
 - 7.2 11:30 a.m. - St. Paul Municipal Library** 3
- 8. New Business**
 - 8.1 Alberta Library Conference - April 25 - 28** 6
 - 8.2 Alberta Capital Finance Authority AGM** 7
 - 8.3 Funding Request - St. Paul and District Arts Foundation** 11
 - 8.4 Funding Request for Elk Point Canada Day** 13
 - 8.5 Bylaw 2019-08 - Appoint Ag Fieldman as Designated Officer** 15
 - 8.6 Waste Transfer and Recycling Station Joint Capital and Operating Agreement** 17
 - 8.7 County of St. Paul Facilities Operating Agreement and Lease Agreement** 22

with ERWMSC

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9.	Correspondence	
10.	Reports	
10.1	CAO Report	
	CAO Report to be presented at the meeting.	
11.	Upcoming Meetings	
11.1	March 11 @ 1:00 p.m. - Budget	
11.2	March 14 @ 1:00 p.m. - ASB	
11.3	March 18-20 - RMA Convention	
11.4	March 25 @ 10:00 a.m. - Budget	
11.5	March 26 @ 10:00 a.m. - Public Works	
11.6	March 29 @ 10:00 a.m. - Budget	
12.	Financial	
12.1	Budget to Actual	

Budget to Actual to be presented at the meeting.

12.2 Listing of Accounts Payable

A listing of Accounts Payable will be provided for Council's review.

12.3 Council Fees

Council fees for the past month will be circulated for review.

13. Adjournment



Request for Decision

Council Meeting: March 12, 2019

5.1 Closed Session

Request

Items to be discussed during the closed session will be presented at the meeting.

Alternatives

Recommendation

That pursuant to Section 197(2) of the MGA, County Council move into closed session and close the meeting to the public as per Section 17(4) and 27, Division 2, Part 1 of the FOIP Act.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: March 12, 2019

7.1 - 11:00 a.m. - St. Paul Gymnastics Club

Request

The St. Paul Gymnastics Club will meet with Council for a 15-20-minute presentation which focuses on the following:

1. Introduction/history of the club, including our enrollment numbers and community involvement
2. Current financial situation
3. Future goals

They will not be requesting specific financial or other assistance at the meeting. They have long term goals that will require community support, but at this point their objective is to provide club exposure so that they will be "on the radar" when the County is considering community sport decisions in the future.

Alternatives

Recommendation

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: March 12, 2019

7.2 – 11:30 a.m. - St. Paul Municipal Library

Request

Eunhye Cho, Manager of the St. Paul Library will be presenting the St. Paul Municipal Library 2018 Annual Report.

Alternatives

Recommendation

Information

Submitted by: Phyllis Corbiere, Executive Assistant

2018 Annual Report



March 2019

St. Paul Municipal Library

2018 Statistics

• Library's total traffic has recovered from the small fall in 2017 and is back up.

• Our online traffic has **increased by 40%** compared to 2017

• Library had checked out **36617** items out to patrons.

• The number of reference transactions has **increased by 23%** compared to 2017 (2312 -> 2839)

• Library brought in **15% more** books from other libraries for patrons (11077->12758) and sent out **6306** books to other libraries.

• Library has purchased **1690** new items for the library and weeded out **2569** items that were either damaged or was no longer being read by patrons.

	2016	2017	2018
Membership	745	1016	957
Traffic	49033	46295	49766
(web/ physical)	(10985/380 48)	(11350/349 45)	(15820/339 46)

ROI

• Return on investment is a ratio between the net profit and cost of investment resulting from an investment of some resources.

• Library has returned **\$6.16** in services for every dollar that you have given us in 2018.

"Bad libraries only build collections. Good libraries build services (and a collection is only one of many). Great libraries build communities."

— R. David Lankes, *Expect More: Demanding Better Libraries For Today's Complex World*

Highlights from 2018:

• Summer Reading program was attended by 296 children and 86% of parents indicated that their child's literacy skill had improved over the summer.

• Library had a visit from Illustrator Lorna Bennett.

• Library had a Santa for our Christmas event that was attended by 46 children.

• Library delivered 27 pop-up story time services to various places in St. Paul including Ecole de Sommets, Boys and Girls Club, Parent Link and Headstart.



Goals for 2019

• Bring in more diverse technology into our library for patrons to access based on patron surveys.

• Continue to provide free memberships to members to grant equal access to all members of community.

• Continue to build Indigenous and French collections.

• Increase number of active patrons by 50.



St. Paul Municipal Library

Annual
Report
2018



The library had **2,200** open hours in 2018!



957 people have a card at our library



33,946 people walked through our doors last year



In addition to **15,820** website visits



The library added **1,690** new items last year



Bringing the total collection to **25,106**



There were **5,312** downloads of e-Content



Contributing to a total of **36,617** checkouts!



We lent our items to libraries outside of our system **6,306** times



Our service is delivered by **7** dedicated staff



And **17** amazing volunteers



The library has **9** public computers



And brought in **12,758** items upon patron request



The library participated in **4** promotional events



Where **1,200** people heard our message



They were in use for a total of **11,375.00** hours!



We offered **110** programs for kids



26 for adults and seniors



And **45** for families



3,969 people attended in total!



There were also **4,712** connections to our Wi-Fi



Request for Decision

Council Meeting: March 12, 2019

8.1 Alberta Library Conference – April 25-28

Request

The Alberta Library Conference (ALC) is scheduled to take place April 25-28, 2019 in Jasper. The ALC is Alberta's largest provincial library conference, hosted annually by the Library Association of Alberta and the Alberta Library Trustees Association.

For Information about the conference click on the following link -

<https://www.albertalibraryconference.com/page/register%20now.aspx#.XH72TU3sb4Y>

Alternatives

Recommendation

Motion to approve Councillor Fodness and Councillor Amyotte to attend the Alberta Library Conference from April 25-28, 2019 in Jasper.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: March 12, 2019

8.2 Alberta Capital Finance Authority (ACFA) AGM

Request

The AGM of the shareholders of the Alberta Capital Finance Authority will be held on Thursday, May 1, 2019 at 10:00 a.m. in Edmonton. We require a motion to appoint a representative to vote the shares of the County at the AGM.

Alternatives

Recommendation

Administration is recommending that Ed Kaemingh, or designee, be appointed to represent and vote the share of the County of St. Paul at the Annual General Meeting of the Alberta Capital Finance Authority to be held on May 1, 2019 in Edmonton, Alberta.

Submitted by: Phyllis Corbiere, Executive Assistant



March 4, 2019

To the Shareholders of the
Alberta Capital Finance Authority

Re: Annual General Meeting

Enclosed is the agenda for the Annual General Meeting (AGM) of the Alberta Capital Finance Authority (ACFA) to be held on **Wednesday, May 1, 2019**, together with a copy of the minutes of the AGM held on May 2, 2018.

In accordance with ACFA's [General Bylaws](#), nominations from the floor regarding the **Class "E"** election will not be accepted. Please see the Nomination Notification page for instructions on submitting a nomination prior to the AGM. Shareholders of this class will also be required to submit authorization for a representative to vote their shares in the Class "E" election, unless a standing resolution has been previously submitted.

In order to plan for the luncheon to be held in conjunction with the AGM, attendees must [register via EventBrite](#) no later than **April 17, 2019**.

Thank you for your attention to this matter.

Yours truly,

Rachel Anderson
Senior Administrative Assistant & Corporate Officer

Atts.



March 4, 2019

To the Shareholders of the
Alberta Capital Finance Authority

Re: Annual General Meeting

Date: Wednesday, May 1, 2019

Time: 10:00 a.m. – AGM Commences
12:00 p.m. – Luncheon & Guest Speaker

Location: Derrick Golf & Winter Club – Jasper Room
3500 – 119 Street NW
Edmonton, AB T6J 5P5

AGENDA

1. Call to order.
2. Introduction of Board of Directors and Officers.
3. Approval of minutes of the last Annual General Meeting.
4. Chair & President's report.
5. Presentation of ACFA's audited financial statements for 2018.
6. Group meetings of each shareholder class (**Election of Class "E" director**).
7. Guest Speaker – [Lorne Rubis](#)
8. Other Business.
9. Adjournment.

With respect to item 6 of the Agenda (shareholder class meetings including election of a Class “E” director), the present elected directors are:

Ed Kaemingh	Representing Class “B” shareholders – Municipal authorities
Ed Gibbons	Representing Class "C" shareholders – Cities
Kim Craig	Representing Class "D" shareholders – Towns & Villages
Ron Ritter	Representing Class "E" shareholders – Education authorities

Class "E" shareholders will be electing a representative to the Board of Directors of the Alberta Capital Finance Authority this year. Pursuant to the General Bylaws, incumbent Class “E” Director Ron Ritter is unable to stand for re-election, as he has served three consecutive terms. Nominations for Class “E” Director will be accepted until **Wednesday, April 24, 2019**.

To establish eligibility to vote in the election of a Class “E” Director (applies to Class E members only), please designate a representative to vote at the Annual General Meeting by complying with 4.8(a) of the General Bylaws of the Alberta Capital Finance Authority, which reads, in part, as follows:

“... a shareholder shall attend a meeting of the shareholders by a person appointed as its authorized representative by delivering to the Corporation, no later than 3 business days immediately preceding the meeting, notice of the bylaw, resolution or other authority of the governing body of the shareholder (whether the governing body is a council, board of governors, board of directors or other similar body, and including any administrator or other person appointed by law to act for an on behalf of the body) appointing the individual as its authorized representative.”

Please forward via email to webacfa@acfacapital.ca as soon as possible (no later than **Friday, April 26, 2019**) a copy of your bylaw, resolution or other authority of the governing body of the shareholder designating the name and/or title of the person eligible to vote the share(s) of the shareholder at the Annual General Meeting. Suggested wording is as follows:

That _____, or designee, be appointed to represent and vote the shares of the _____ at the Annual General Meeting of the Alberta Capital Finance Authority to be held on May 1, 2019 in Edmonton, Alberta.

Yours truly,

Rachel Anderson
Senior Administrative Assistant & Corporate Officer



Request for Decision

Council Meeting: March 12, 2019

8.3 Funding Request - St. Paul & District Arts Foundation

Request

The St. Paul and District Arts Foundation expanded their dance program to the Hamlet of Mallaig in 2017. The instructor teaches once a week for 5 hours. There are currently eighteen students between the ages of seven to thirteen. One student takes private lessons.

As the program is still quite new, they need more students to be able to cover the cost of the instructor. To assist them with continuing this program in Mallaig, they are requesting \$2000 to offset the cost of the instructor. They are hoping to increase registration in the program for the coming years.

Alternatives

Deny the request for funding.

Approve a \$2000 operating grant for a one-year trial basis.

Recommendation

Administration is recommending to deny the request for funding to offset the cost of the instructor for the dance program in Mallaig.

Submitted by: Phyllis Corbiere, Executive Assistant



4822-50th Avenue
PO Box 1775
St. Paul, AB
T0A 3A0
780-645-ART(1)

mpdowntownartsstudio@outlook.com

March 4, 2019

Dear County of St. Paul,

The St. Paul & District Arts Foundation is currently running a dance program in the community of Mallaig. We piloted the program in 2017 and are approaching the culmination of a second year on May 25, 2019. Our dance instructor teaches in Mallaig once a week, at Mallaig School, for five hours. There are currently eighteen registered participants, from the ages of seven to thirteen, that engage in Ballet, Hip-Hop, and Lyrical/Contemporary dance styles. There is also one additional student that takes private lessons and is considering competing in her first competitive festival this year. Participants of the Mallaig program are included in the annual Nutcracker performance and Spring Showcase in St. Paul.

The biggest obstacle facing the St. Paul & District Art Foundation is fairly compensating artists and instructors, while continuing to expand and offer arts programming to outlying communities. As this program is still quite new, we will require more students in order to cover the cost of instructor. In order to continue running a sustainable program in Mallaig, The St. Paul & District Arts Foundation is requesting \$2000 to offset the cost of the instructor.

Thank you for your consideration in helping us build a dance program in Mallaig. We are hoping to increase registration in this program in the coming years so that the program will be robust and successful. We are also open to expanding the program to include other arts disciplines and welcome further suggestions from the personnel at the County of St. Paul for additional funding.

Kindest regards,

Natalie Wild

Natalie Wild
Volunteer Board Member, Secretary
St. Paul & District Arts Foundation

Charity number: 837592393RR0001



Request for Decision

Council Meeting: March 12, 2019

8.4 Funding Request for Elk Point Canada Day

Request

The Elk Point and District Volunteer Canada Day Committee has started planning for their 2019 celebration.

They are requesting \$6,000 from the County - \$4800 to cover the cost of the fireworks and \$1200 for the main stage performer Home Roots. They are also requesting \$6000 from the Town of Elk Point for tent rental, bouncy houses and teen activities.

In 2018 Council provided \$2,000 to pay for ½ of the fireworks. In 2017 Council approved \$6,000 for fireworks for the Canada 150 celebration.

Alternatives

Provide \$2,000 based on the 2018 contribution.

Provide \$6,000 as per the request.

Deny the request for funding.

Recommendation

Administration is recommending to approve a \$2,000 grant to assist with the cost of fireworks for the Elk Point Canada Day Celebration.

Submitted by: Phyllis Corbiere, Executive Assistant

Elk Point and District Recreation Committee

March 6, 2019

County of St. Paul No.19

Attention: Reeve Steve Upham

Regarding: Donation request Canada Day and District

Dear Steve,

The Elk Point and District volunteer Canada Day Committee are planning this year's event. In doing so, we are hopeful the County of St. Paul No.19 would assist the Canada Day event by contributing a total \$6000.00 which includes the fireworks (\$4800.00) and main stage performer Home Roots (\$1200.00).

The Canada Day Committee is also requesting the Town of Elk Point to contribute \$6000.00 towards a tent rental, bouncy houses, teen activities (i.e. axe throwing, dunk tank, high striker, loopy balls and sumo wrestling suits). Other activities will include cultural food vendors i.e. Bannock and Filipino food.

We are very excited to partner with the County of St. Paul No. 19 in making the 2019 Canada Day a lasting and memorable event.

Yours Truly



Toni May, Vice Chair Canada Day Committee

Per Sherry Oszust, Chairperson Canada Day Committee

CC: County Councillor Kevin Wirtsa

CC: Elk Point Town Council

CC: County of St Paul CAO Sheila Kitz

CC: Town of Elk Point CAO Ken Gwozdz



Request for Decision

Council Meeting: March 12, 2019

8.5 Bylaw 2019-08 – Appoint Ag Fieldman as Designated Officer

Request

Bylaw 2019-08 is being presented to Council to appoint Keith Kornelsen, Agricultural Fieldman as a designated officer as per Section 8 of the Agricultural Services Board Act.

Section 8(1) of the Act states that if Council has established a board, the Council must appoint a qualified person as Agricultural Fieldman to implement agricultural policies and programs and to manage the agricultural resources of the municipality. Section 8(2) states that the Ag Fieldman shall act as a designated officer of the municipality.

Bylaw 2019-08 also repeals Bylaw 1346, appointing Dennis Bergheim as designated officer.

Alternatives

Recommendation

Motion to give first reading to Bylaw 2019-08.

Motion to give second reading to Bylaw 2019-08.

Motion to present Bylaw 2019-08 at this meeting for third reading.

Motion to give third reading to Bylaw 2019-08.

Submitted by: Phyllis Corbiere, Executive Assistant

BYLAW 2019-08

A BYLAW OF THE COUNTY OF ST. PAUL NO. 19 IN THE PROVINCE OF ALBERTA, TO APPOINT THE AGRICULTURAL FIELDMAN AS DESIGNATED OFFICER.

Whereas, Section 8 of the Agricultural Service Board Act., R.S.A. 2000, Chapter A-10 and amendments thereto requires that the Agricultural Fieldman shall act as a Designated Officer; and

Whereas, Section 210 of the Municipal Government Act, R.S.A. 2000, Chapter M-26 and amendments thereto outlines the appointment of Designated Officers.

Now Therefore, the Council of the County of St. Paul No.19, in the Province of Alberta, duly assembled, enacts as follows:

1. That Keith Kornelsen, Agricultural Fieldman, be appointed as a Designated Officer of the County of St. Paul No. 19.
2. That Keith Kornelsen, as Designated Officer shall carry out functions, duties and powers of the County of St. Paul No. 19 under any Act relating to agriculture, implement projects respecting agriculture agreed on between the Council of the County of St. Paul No. 19 and the Minister of Agriculture, Food and Rural Development and execute all other duties as delegated by the Chief Administrative Officer.
3. That Bylaw 1346 is hereby repealed.
4. This Bylaw shall come into force and effect upon the final passing thereof.

Read a first time in Council this day of A.D. 2019.

Read a second time in Council this day of A.D. 2019.

Read a third time in Council and duly passed this day of A.D. 2019.

Reeve

Chief Administrative Officer



Request for Decision

Council Meeting: March 12, 2019

8.6 Waste Transfer and Recycling Station Joint Capital and Operating Agreement

Request

The five-year Waste Transfer and Recycling Station Joint Capital and Operating Agreement expired March 1, 2019. Administration has updated the agreement with the following changes:

Capital and Operating Costs addition -

3. For any unbudgeted operational and/or capital purchases under \$30,000, we will need approval from both the Town and County Councils, and the cost sharing arrangement will be negotiated on an individual basis.

Force Majeure Clause section has been added -

8. Failure of performance by either party under this Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent it is caused by occurrences beyond the control of the party affected, including, but not limited to decrees or orders of government (Federal and/or Provincial) acts of God, inability to procure materials or labor, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents (herein called "Force Majeure"). If performance of this agreement in the reasonable opinion of either party is made impossible by Force Majeure, then either party shall so notify the other in writing, and either:
 - a. The agreement shall be deemed to have been terminated immediately; or
 - b. Require the completion of the performance of this agreement with such adjustments as required by the existence of the Force Majeure and as are agreed upon by both parties. Upon the termination of the Force Majeure the parties shall resume their obligations in accordance with the terms of this agreement.



Length of Agreement/Renewal additions -

10. Either party may terminate this agreement prior to the expiration date by providing the other party one (1) year notice in writing of its intention to terminate.
11. Either party will have the right to amend the agreement from time to time with proper notice in writing to the other party with said amendments subject to approval by both parties.

This agreement has been reviewed by the St. Paul Transfer Station Committee.

Alternatives

Recommendation

Administration is recommending to approve the five-year Waste Transfer and Recycling Station Joint Capital and Operating Agreement with the Town of St. Paul, effective April 1, 2019.

Submitted by: Tim Mahdiuk, Director of Community Services

WASTE TRANSFER & RECYCLING STATION JOINT CAPITAL AND OPERATING AGREEMENT

This Agreement Made _____ Day of _____, 2019

BETWEEN:

The Town of St. Paul
Hereinafter called "The Town"
Of the First Part

-and-

The County of St. Paul No. 19
Hereinafter called "The County"
Of the Second Part

WHEREAS: The Town and County will jointly operate a Level I Waste Transfer Station & Recycling Station at PSE 16-58-9-W4th

AND WHEREAS the Waste Transfer and Recycling Station will be for the specific use of both Town and County residents.

AND WHEREAS the Town and the County have reached an agreement, which sets out the terms and conditions of the considerations for the joint operation and use of the said Waste Transfer and Recycling Station.

NOW THEREFORE this agreement witnesses that, in consideration of the mutual covenants and undertaking herein, the parties hereto agree as follows, namely;

CAPITAL AND OPERATING COSTS

1. The County and the Town will split the capital and operating costs for the Waste Transfer Site on a 75:25 basis, with the 75% (seventy-five percent) of said capital and operating cost being attributed to the Town and 25% (twenty-five percent) of said capital & operating development costs being attributed to the County.
2. For any unbudgeted capital purchases over \$30,000.00, we will need approval from both the Town and County Councils.
3. For any unbudgeted operational and/or capital purchase under \$30,000.00, we need approval from both the Town and the County Councils, and the cost sharing arrangement will be negotiated on an individual basis.

OPERATIONAL RESPONSIBILITIES

4. The Town will administer all financial responsibilities regarding capital and operating, and the Town will invoice the County for their required share annually.

5. The Town will provide a preliminary operating and capital budget for the County to review and approve prior to December 1st of each year for the next fiscal year.
6. The Waste Transfer and Recycling Station will be operated by the Town to those standards set out and abided by the Evergreen Waste Commission as per the Facilities Operating Agreement.

REVENUE ALLOCATION

7. Any revenue generated by the Waste Transfer Station will be allocated between the Town and the County on 75% (seventy-five percent) Town and 25% (twenty-five percent) County basis.

FORCE MAJEURE CLAUSE

8. Failure of performance by either party under this Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent it is caused by occurrences beyond the control of the party affected, including, but not limited to decrees or orders of government (Federal and/or Provincial) acts of God, inability to procure materials or labor, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents (herein called "Force Majeure"). If performance of this agreement in the reasonable opinion of either party is made impossible by Force Majeure, then either party shall so notify the other in writing, and either:
 - a. The agreement shall be deemed to have been terminated immediately; or
 - b. Require the completion of the performance of this agreement with such adjustments as required by the existence of the Force Majeure and as are agreed upon by both parties. Upon the termination of the Force Majeure the parties shall resume their obligations in accordance with the terms of this agreement.

LENGTH OF AGREEMENT/RENEWAL

9. This agreement shall remain in full force from the effective date for a five (5) year term to expire March 31, 2024.
10. Either party may terminate this agreement prior to the expiration date by providing the other party one (1) year notice in writing of its intention to terminate.
11. Either party will have the right to amend the agreement from time to time with proper notice in writing to the other party with said amendments subject to approval by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

TOWN OF ST. PAUL

Per: _____
Mayor – Maureen Miller

Per: _____
Administrator – Kim Heyman

DATE: _____

COUNTY OF ST. PAUL

Per: _____
Reeve – Steve Upham

Per: _____
Administrator – Sheila Kitz

Date: _____



Request for Decision

Council Meeting: March 12, 2019

8.7 County of St. Paul Facilities Operating Agreement and Lease Agreement with ERWMS

Request

The Facilities Operating Agreement and the Lease Agreement between the County of St. Paul and Evergreen Regional Waste Management Services Commission are being presented to Council for approval. The Evergreen Commission has reviewed the agreements and recommended to send them to the commission partners for approval. They have also been vetted by Legal Counsel and insurance.

Alternatives

Recommendation

Administration is recommending approving the Facilities Operating Agreement between the County of St. Paul and the Evergreen Regional Waste Management Services Commission to operate facilities at the following locations:

- Ashmont Class III Landfill & Waste Transfer Facility; NE 34-59-11-W4
- Mallaig Class III Landfill & Waste Transfer Facility; NE 24-60-10-W4
- St. Edouard Waste Transfer Facility; NW 27-57-8-W4
- St. Lina Waste Transfer Facility; SE 29-61-10-W4
- Vincent Lake Waste Transfer Facility; NW 8-59-9-W4
- Whitney Lake Waste Transfer Facility; NE 8-56-4-W4

COUNTY OF ST. PAUL
5015 – 49 Avenue, St. Paul, AB



Administration is recommending to approve the Lease Agreement with the Evergreen Regional Waste Management Services Commission to lease the following lands:

- NE 34-59-11-W4th
- NE 24-60-10-W4th
- NW 27-57-8-W4th
- SE 29-61-10-W4th
- NW 8-59-9-W4th
- NE 8-56-4-W4th

for the operation and maintenance of the waste management facilities.

Submitted by: Tim Mahdiuk, Director of Community Services

FACILITIES OPERATING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2019.

BETWEEN:

COUNTY OF ST. PAUL NO. 19

(the "OPERATOR")

AND

EVERGREEN REGIONAL WASTE MANAGEMENT SERVICES COMMISSION

(the "COMMISSION")

WHEREAS:

- A. Evergreen Regional Waste Management Commission is a regional services commission established pursuant to Part 16.1 of the *Municipal Government Act* (Alberta) and the Evergreen Regional Waste Management Services Commission Regulation for the purpose of providing solid waste management services;
- B. The Operator is a municipality incorporated pursuant to the *Municipal Government Act* and a member of the Commission;
- C. The Commission leases lands (the "Lands") legally described as:

NE 34-59-11-W4th
NE 24-60-10-W4th
NW 27-57-8-W4th
SE 29-61-10-W4th
NW 8-59-9-W4th
NE 8-56-4-W4th

(the "Lands");

upon which certain facilities, as defined herein and set out in Schedule "A" to this Agreement (the "Facilities") are located;

- D. The Commission desires to engage the Operator to operate the Facilities, upon and subject to the further terms and provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES and the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.1 Definitions

Capitalized words used in this Agreement shall have the meanings set forth below:

- a. "Agreement" means this Facilities Operating Agreement between the Commission and the Operator, including all terms, conditions and recitals contained herein and all Schedules attached hereto.
- b. "AEPEA" means the *Alberta Environmental Protection and Enhancement Act* (Alberta) and regulations enacted thereunder as amended or replaced from time to time.
- c. "Approval" means the lawful permission(s) granted to the Commission to operate the Facilities.
- d. "Good Solid Waste Landfill Operating Practices" means the standard of practice attained by exercising that degree of knowledge, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and which is expected to accomplish the desired result consistent with governing laws and regulations, reliability, safety of the public, safety of personnel and expediency, but is not restricted to the optimum practice or course of action to the exclusion of all others but rather to the spectrum of reasonable practices, methods or acts;
- e. "Initial Term" has the meaning given to it in section 5.1.
- f. "Operations" means those operations more particularly identified in the Operations Manual.
- g. "Operations Manual" means the operations manual prepared for the Commission, as amended from time to time by the Commission acting reasonably after consultation with the Operator, the most recent version of which is attached hereto as Schedule "B".
- h. "Permits" means all permits and authorizations that are or may be required to operate the Facilities.
- i. "Facilities" means facilities used to gather, collect, hold, store, remove or transfer Waste and includes any system used to move waste from one area to another so that it can be disposed of or temporarily moving and storing Waste until it is eventually disposed of. For further certainty, Facilities includes those waste transfer and landfill (if any) facilities described and referred to in the Operations Manual attached hereto as Schedule "B".

- j. “Waste” means any solid or liquid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposing of including refuse, garbage and includes anything that is useless, unwanted or discarded materials which results from society’s normal activities and which may be of a household, domestic, agricultural, commercial or industrial nature, excluding sewage and non-household hazardous waste.

1.2 Schedules

The following Schedules are attached hereto and incorporated into this Agreement.

Schedule “A” – Lands and Facilities

Schedule “B” – Operations Manual

ARTICLE 2 OPERATIONS

2.1 Engagement of Operator

The Commission hereby engages the Operator to operate, and the Operator agrees to operate the Facilities for and on behalf of the Commission, upon and subject to the terms and provisions of this Agreement. The Facilities will be located on the Lands. Unless otherwise agreed in writing between the parties, the Commission shall not have any rights of ownership in the Lands.

2.2 Scope of Operations

The scope of Operations to be conducted by the Operator as contract operator of the Facilities are generally described in the Operations Manual. Notwithstanding the foregoing, in carrying out Operations hereunder, the Operator shall be responsible for conducting all operations necessary to operate the Facilities at the standards set out herein, whether or not such operations are described in the Operations Manual, other than those operations or activities which the Commission has expressly agreed to be responsible for pursuant to this Agreement. Any standards which apply to the Operation of the Facilities must be reasonable. Any change in such standards made by the Commission after this Agreement is executed shall only come into effect after notification to the Operator.

2.3 Conduct of Operations

- a. Subject to Section 2.4, Operator shall conduct the Operations in accordance with Good Solid Waste Operating Practices, in compliance with governing laws and regulations, including applicable Approvals and Permits and, to the extent not inconsistent with the foregoing, in accordance with the policies and procedures set forth in the Operations Manual, as amended from time to time.
- b. In performing or causing the performance of its obligations under this Agreement the Operator:
 - i. subject to Section 2.6 herein, shall not be entitled to use sub-contractors in the performance of the Operations without the prior written approval of the Commission which approval may be withheld by the Commission in its sole discretion;
 - ii. shall employ the quantity and quality of personnel necessary for the effective and efficient performance of Operations;
 - iii. shall at all times be responsible for its employees; and
 - iv. shall ensure that its employees are trained, competent and certified in performing the Operations and shall use reasonable care in performance of the Operations.

2.4 Modifications to the Operations Manual

The Operator recognizes that the Operations Manual will be subject to review by the Commission and that changes or modifications to the Operations Manual may be made by the Commission, in its full discretion. The Commission will give notice to the Operator of any changes or modifications to the Operations Manual within THIRTY (30) DAYS from the date the change or modification was approved by the Commission and the Operator will carry out the Operations in accordance with the modified Operations Manual.

2.5 Permits and Governmental Reporting Obligations

The Commission shall be responsible for obtaining and maintaining all necessary Approvals and Permits associated with the Facilities and for complying with all necessary regulatory reporting requirements imposed by the Approvals and Permits and governing laws including but not limited to the AEPEA. Nothing from the foregoing relieves the Operator of its obligation to conduct the Operations in accordance with the requirements of this Agreement including those set out in Section 2.3 of this Agreement.

2.6 Subcontractors

- a. Notwithstanding Section 2.3(b)(1) of this Agreement the Operator may use sub-contractors to provide materials and services which are not operational and in nature and which relate solely to routine and ordinary maintenance of the Lands or Facilities, including: the supply and placement of gravel and similar materials, road maintenance, fence repair, and repairs to and maintenance of attendant structures. In addition to the foregoing, the Operator may use sub-contractors when responding to releases of substances in which case the Operator shall at its sole cost and expense retain such sub-contractors and take such steps as are required to respond to the release of the substance and remediate the area of the release in accordance with all applicable legislative, regulatory and operational requirements.
- b. The Operator may only use sub-contractors for services related to the transfer of materials from the Lands (including metals, electronic waste, oil, tires, propane bottles, household hazardous waste, pesticide and herbicide containers, cardboard, batteries, florescent tubes and Freon) and monitoring the wells located in the proximity of the Facilities if the services are provided by the Commission or its designated sub-contractor. If refunds, commissions or fees are paid to the Commission as a result of services provided to the Operator by the Commission's designated sub-contractor, the refunds, commissions or fees in question shall be distributed to the Operator and any other municipality that is a member of the Commission and received such services based on the municipality's on a proportionate basis as determined by the Commission in its sole discretion from time to time.

2.7 Operator's Employees

The Operator acknowledges that with respect to its employees, that it is responsible for all aspects arising out of the employer-employee relations between it, and each such employee, including, without limitation, the provision of supervision, responsibility for hiring, dismissal, discipline, direction and control, the payment of salary, the withholding and remittance of taxes, pension plan contributions, unemployment insurance, health care, worker's compensation and any other premiums and amounts generally payable by an employer in respect of an employee.

2.8 Alterations to Facilities

The Operator may at its sole cost and expense take all steps necessary to maintain and operate the Facilities upon the Lands make such modifications or alterations to the Lands as are required for the maintenance and operation of the Facilities. The Operator shall not alter or remove any building, equipment, fixture, improvement or structure which has been funded or placed on the Lands by the Commission without written permission from the Commission.

ARTICLE 3

OPERATOR EXPENSES, FEES AND GST

3.1 Operator Expenses

The Commission may, in its sole discretion, from time to time agree to pay certain expenses of the Operator, under this Agreement. The Commission shall only be responsible for the payment of those expenses of the Operator which the Commission has approved in writing. Unless otherwise agreed in writing any monies collected at the Facilities are to be retained by the Operator of the Facilities.

3.2 Interest Payable on Outstanding Amounts

All fees and other expenses payable by a party pursuant to this Agreement shall be invoiced by the party owed such fees or expenses, and such fees or other expenses come due as of the invoice date and shall be paid within THIRTY (30) DAYS of such date. All fees and other expenses which are not paid when due shall be subject to interest at the (bank) prime rate for commercial loans plus ONE (1%) PERCENT calculated from the date such fees or other expenses become due, to the date such fees or other expenses are paid.

3.3 GST

All amounts paid by the Commission to the Operator shall be subject to goods and services taxes, sales taxes, value added taxes, and other taxes imposed on the Operator with respect to the provision of services invoiced under this Agreement.

ARTICLE 4

INSPECTION & INFORMATION

4.1 Access and Inspection of the Facilities

The Commission retains all rights with respect to the Facilities not expressly granted to the Operator. For greater certainty, but not to restrict the generality of the foregoing, the Commission shall have the right for its representatives to have unimpeded access to the Facilities at any time and the Commission has the right to inspect the Operator's operation of the Facilities for any purpose, including the Operator's compliance with this Agreement.

4.2 Duty to Provide Information

When requested to do so, each party shall use reasonable efforts to provide the other with information in sufficient quantity and quality so to facilitate discharge of their respective duties and functions under this Agreement.

4.3 Monthly Site Operations Report

The Operator will prepare and maintain in its records monthly site operations reports in a form and with contents satisfactory to the Commission, which shall at a minimum include a list of recyclables and inventory for the Facilities. The Operator will provide its monthly site operation reports, and any other information that the Commission may request in relation to said reports, as requested by the Commission from time to time.

4.4 Annual Compliance Audit

Without limiting the generality of any other provision of this Agreement, in every year that the Agreement exists between the parties, the Commission shall complete an Annual Compliance Audit of the Facilities on a date to be determined in the full discretion of the Commission. The Operator will answer any inquiries and will provide any information requested by the Commission which is required to complete the Annual Compliance Audit.

4.5 Maintenance of Records

The Operator shall maintain accurate records of operating and technical information for a period of seven (7) years relating to the matters contemplated under the Agreement in such a manner that any data required to verify any payment obligations or operating information shall be available to the Commission for the purposes of conducting an audit pursuant to section 4.6.

4.6 Right to Audit Books and Records

The Commission shall have the right, on reasonable written notice to the Operator, not more than once a year, at its sole expense, during the normal business hours, during the term of this Agreement and for a period of TWO (2) YEARS following termination of this Agreement, to have access to and inspect the books and records of the Operator to audit any amounts invoiced by the Operator to the Commission under this Agreement. If, as a result of such audit, monies are found to be owing by one party to the other party, the party owing such amounts shall promptly pay such amounts to other party.

ARTICLE 5 TERM AND TERMINATION

5.1 Initial Term and Renewal Terms

Subject to earlier termination, as provided herein, this Agreement shall commence on the Effective Date and shall continue for a period of TEN (10) YEARS (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for TWO (2) successive TEN (10) year terms (each one a "Renewal Term") unless, not less than THREE (3) MONTHS prior to the expiry of the Initial or Renewal Term, either party gives notice to the other party of its intent to terminate this agreement.

5.2 Early Termination

This Agreement may be terminated prior to the expiry of the Initial Term or the Renewal Term without penalty or payment:

- a. by the Commission, without cause, on providing ONE (1) YEAR written notice of its intent to terminate this Agreement;
- b. by the Operator, without cause, on providing ONE (1) YEAR written notice of its intent to terminate this Agreement which notice period may be waived or shortened by the Commission in its sole discretion;
- c. by either party:
 - i. if the Defaulting party is in breach of any of its obligations under this Agreement, which breach is not cured within TEN (10) DAYS after delivery of written notice by the non-defaulting party to the Defaulting party, specifying such breach; provided that, if the breach is such that TEN (10) DAYS is not sufficient to rectify the breach, this Agreement may not be terminated by the non-defaulting party if the Defaulting party is then diligently rectifying such breach, and continues to do so until the default is cured;
 - ii. if either party takes the benefit of or become subject to bankruptcy or insolvency legislation, or if a receiver, receiver-manager, trustee or other official shall take control of any of such party's business or assets, or upon the dissolution of either party pursuant to the provision of the *Municipal Government Act* (Alberta) or other relevant legislation than either party may, in its sole discretion, upon written notice, terminate this Agreement forthwith.

5.3 Post Termination Obligations

Upon notice of termination of this Agreement being given pursuant to section 5.2, the parties shall meet to discuss a plan for the orderly and efficient transition of operatorship of the Facilities back to the Commission or to any person designated by the Commission. Each party shall use all reasonable commercial efforts to effect the termination of this Agreement in an orderly and efficient manner. Upon termination, all fees which have accrued or which are due and owing by a party to the other party shall immediately become due and payable.

5.4 Return of Facilities

At the termination of this Agreement the Operator shall relinquish and surrender, in good condition, any improvements, structures, or buildings caused to be made to or at the Facilities by the Operator, the Commission, or others.

ARTICLE 6 INSURANCE

6.1 Operator's Insurance Coverage

Without in any way limiting the liability of the Operator under this Agreement, the Operator shall obtain and maintain in force during the Term the following insurance, all satisfactory to the Commission, acting reasonably;

- a. standard automobile, bodily injury and property damage insurance providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- b. a comprehensive general liability insurance policy providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. contractual liability including this Agreement;
 - iii. broad form property damage endorsement; and
 - iv. sudden and accidental environmental liability.
- c. Workers' Compensation coverage for all employees engaged by the Operator in accordance with the laws of the Province of Alberta;

- d. In cases where Workers' Compensation coverage is unavailable employer's liability insurance respecting employees of the Operator with limits of liability of not less than Five Million (\$5,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee engaged by the Operator; and
- e. such other insurance as the Commission may from time to time reasonably require.

6.2 Insurance Certificate

- a. The Operator shall upon request provide to the Commission evidence of renewal of the insurance policies required in section 6.1 within thirty (30) days following the date upon which the applicable policy must be renewed which insurance policy shall name the Commission as an additional insured and not be capable of cancellation or substantial modifications without a minimum of THIRTY (30) DAYS prior written notice to the Commission.
- b. Upon a request by the Commission, the Operator shall provide to the Commission certificates of insurance evidencing compliance with section 6.1 of this Agreement and such certificates shall be provided within FIVE (5) DAYS from the date that the request is made; and the Operator shall deliver to the Commission, with in FIVE (5) DAYS upon request, its certificate number from the appropriate Worker's Compensation Board or Commission, showing the Operator has registered and is in good standing with such Board or Commission.

6.3 Notice of Claim

The Operator shall notify the Commission of any claim or potential claim of which it becomes aware against the Operator's insurance policies. The Commission shall notify the operator of any claim or potential claim which it becomes aware which arises from the Operator operating the Facilities or from the Commission overseeing the operation of the Facilities.

ARTICLE 7 FORCE MAJEURE

7.1 Meaning of Force Majeure

For the purposes of this Agreement, the term "Force Majeure" means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure.

7.2 Consequences of Force Majeure

Should either party become unable to fulfill its obligations under this Agreement due to an event of Force Majeure, the following shall apply:

- a. the affected party shall notify the other party in writing, of the occurrence of the Force Majeure as soon as practicable;
- b. the affected party shall not be required to fulfill its obligation under this Agreement while the event of Force Majeure continues;
- c. the affected party shall use all reasonable commercial means to reduce the consequences of the event of Force Majeure; and
- d. neither party shall be responsible for, nor liable to the other party for, any loss or damage which the other may suffer or incur as a result of the inability of the Affected party to perform its obligations under this Agreement due to an event of Force Majeure.

ARTICLE 8 LIABILITY AND INDEMNITY

- 8.1 Neither party shall have liability of any nature whatsoever to the other party for any losses or damages suffered or sustained, either directly or indirectly, by the other party including without limitation, loss of profit, as a result of the termination of this Agreement, whether the termination was with or without cause.
- 8.2 The Operator shall be liable to and shall indemnify and hold harmless the Commission, its employees and agents, from any demands, losses, costs, damages, actions, claims, proceedings, penalties and expenses, including legal costs on a full indemnity solicitor and own client basis, whatsoever that may arise, directly, or indirectly, out of any act or omission of the Operator, the Operator's agents, employees, subcontractors or representatives, in the performance of this Agreement.
- 8.3 The Commission shall not be liable for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Operator, its employees, representatives or subcontractors in the performance of this Agreement.

ARTICLE 9 DISPUTE RESOLUTION

9.1 Negotiations

The parties shall first attempt to resolve any dispute relating to this Agreement by good faith negotiations. If, after TWENTY (20) DAYS, it becomes apparent to the parties that the dispute will not be resolved by such negotiations, then either party may request that the dispute be submitted to final and binding arbitration.

9.2 Submission of Dispute to Arbitration

If a dispute is submitted to arbitration pursuant to Section 11.1, such arbitration shall be conducted pursuant to the provisions of the *Arbitration Act* (Alberta), and the following shall apply:

- a. the party desiring arbitration shall nominate one arbitrator and shall notify the other party in writing of the nomination. The notice shall set forth a brief description of the matter submitted for arbitration. The other party shall, within TEN (10) DAYS after receiving such notice, nominate an arbitrator and the two arbitrators shall select a chairman of the arbitration tribunal to act jointly with them. The parties will act reasonably and in good faith to select arbitrators who are objective and who are suitably qualified by education or professional experience to deal with the matters, which are the subject of the arbitration. If the nominated arbitrators are unable to agree on the selection of a chairman within ten days after the second arbitrator is nominated, the parties or either one of them may apply to the Alberta Court of Queen's Bench to have the chairman appointed;
- b. if the party receiving the notice of the nomination of an arbitrator by the party desiring arbitration fails within ten days to nominate an arbitrator, then the arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he shall think fit and his decision shall, subject to the provisions of this Agreement, be binding upon the parties;
- c. subject to the provisions of this Agreement, the written decision of the arbitrators and chairman, or any of two of them, shall be binding upon the parties both in respect of procedure and the conduct of the parties during the proceedings and final determination of the issues. Any written award or decision of the arbitrators shall not repeat or recite any evidence which is proprietary or confidential to either party;
- d. notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the parties so agree, in which event the provisions of this Section shall apply, mutatis mutandis; and
- e. the costs of arbitration shall be borne by the parties as may be specified in the arbitrator's decision.

ARTICLE 10 NOTICES

10.1 Notice

Notices shall be in writing and shall be delivered personally or sent by fax or email to the addresses set out in section 11.2. Any notice given by fax or email delivery shall be deemed to be given at the commencement of the next business day. Either party may change its address for notice and shall immediately advise the other in writing of the new address.

10.2 Addresses for Notice

- a. The address for service of notice to the Operator is:

County of St. Paul No. 19
5015 – 49 Avenue
St. Paul, AB T0A 3A4
Chief Administrative Officer
(780) 645-3301
(780) 645-3104
countysp@county.stpaul.ab.ca

- b. The address for service of notice to the Commission is:

Evergreen Regional Waste Management Services Commission
Box 3
Lafond, AB T0A 2J0
Manager
(780) 646-6125
evergreenwaste@mscnet.ca

ARTICLE 11 INTERPRETATION

11.1 Headings

The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and shall not affect or be considered in the construction or interpretation of this Agreement.

11.2 Articles and Sections

References in this Agreement to articles, sections or subsections mean a reference to an article, section or subsection of this Agreement.

11.3 Statutes

A reference in this Agreement to all or any part of any statute shall be deemed to include all regulations, orders and guidelines prescribed or published pursuant to such statute, all as amended from time to time.

11.4 Derivative Terms

Words importing the singular shall include the plural and vice versa and words importing gender shall include all genders. Capitalized words used herein shall be deemed to include all derivatives of such words.

ARTICLE 12 GENERAL

12.1 Relationship of parties

No party shall, by virtue of this Agreement, in any way or for any purpose, be or be deemed to become a partner or agent of the other party in the conduct of any business, or otherwise be or be deemed to become a member of a joint venture or joint enterprise with the other party. Nothing in this Agreement confers on a party any agency or attorney status to act on behalf of or bind the other party. No party shall, by virtue of this Agreement, in any way or for any purpose, incur fiduciary obligations to the other party.

12.1 Confidential Information

Each party shall keep in the strictest of confidence any information or records which is provided to it by the other party. Any such information or records shall not be disclosed to any third party without written consent of the party who provided the information, unless required by law.

12.2 Assignment of Agreement

This agreement shall not be assigned or sub-contracted in whole or in part without the prior written consent of the Commission and such consent remains in the sole discretion of the Commission.

12.3 Waiver

A waiver by a party of a breach of this Agreement shall not operate as a waiver of any future breach, whether of a like or different nature, except to the extent specifically provided in such earlier waiver. No failure on the part of either party to this Agreement to exercise any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or of any other right or remedy in law or in equity or by statute, except as otherwise expressly set out in this Agreement.

12.4 Amendments

Except as otherwise provided herein, this Agreement may only be amended by the mutual consent of the parties, expressed in writing.

12.5 Entire Agreement

This Agreement represents the entire agreement of the parties in relation to the subject matter hereof and supercedes and replaces any and all prior agreements, written or oral, between them.

12.6 Severance

If any provision or provisions of this Agreement, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.7 Survival

Any obligations and duties which by their nature extend beyond the lapse, expiry or termination of this Agreement shall survive any lapse, expiry or termination of this Agreement and remain in effect. For greater certainty but not so as to restrict the generality of the foregoing, the confidentiality, warranty and indemnity provisions contained herein shall survive the lapse, expiry or termination of this Agreement.

12.8 Governing Law

This Agreement shall be governed by the local domestic law of the Province of Alberta and each party hereto attorns to the jurisdiction of the courts of the Province of Alberta.

12.9 Further Assurances

The parties agree to do such things, and execute and deliver such agreements, documents and instruments, for no additional consideration, at the request of the other party, as may be necessary to carry out and give full effect to the terms and provisions of this Agreement.

12.10 Enurement

This Agreement shall enure to the benefit of and be binding upon the heirs, assigns and successors of the parties hereto.

IN WITNESS WHEREOF the parties have entered into this Agreement on the date first written above.

**EVERGREEN REGIONAL WASTE
MANAGEMENT SERVICES
COMMISSION**

Per: _____

Per: _____

COUNTY OF ST. PAUL NO. 19

Per: _____

Per: _____

**SCHEDULE “A”
Lands and Facilities**

Ashmont Class III Landfill & Waste Transfer Facility NE 34-59-11-W4th 59518 Rng Rd 112

Mallaig Class III Landfill & Waste Transfer Facility NE 24-60-10-W4th 10015 Twp Rd 604

St. Edouard Waste Transfer Facility NW 27-57-8-W4th 8255 Twp Rd 575

St. Lina Waste Transfer Facility SE 29-61-10-W4th 61416 Rng Rd 104

Vincent Lake Waste Transfer Facility NW 8-59-9-W4th 59117 Rng Rd 95

Whitney Lake Waste Transfer Facility NE 8-56-4-W4th 56131 Rng Rd 44A

SCHEDULE “B”
Operations Manual

LEASE AGREEMENT

EFFECTIVE THIS _____ DAY OF _____, 2019.

BETWEEN:

COUNTY OF ST. PAUL NO. 19
(hereinafter referred to as "the Municipality")

OF THE FIRST PART

- and -

**EVERGREEN REGIONAL WASTE MANAGEMENT
SERVICES COMMISSION**
(hereinafter referred to as "the Commission")

OF THE SECOND PART

WHEREAS the Municipality is the registered owner of those certain land and premises legally described as follows:

NE 34-59-11-W4th
NE 24-60-10-W4th
NW 27-57-8-W4th
SE 29-61-10-W4th
NW 8-59-9-W4th
NE 8-56-4-W4th

(the "Lands");

AND WHEREAS the Municipality is a member of the Evergreen Regional Waste Management Services Commission, a regional services commission pursuant to Part 16.1 of the *Municipal Government Act* (Alberta) and the Evergreen Regional Waste Management Services Commission Regulation;

AND WHEREAS the Municipality wishes to enter into this Agreement and lease the Lands to the Commission and the Commission wishes to lease the Lands from the Municipality for the purpose of operation and maintenance of the waste management facilities (the "Facilities") located on the Lands ;

WITNESS THEREFORE that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Municipality and on the part of the Commission respectively, to be paid, observed, and performed, the sufficiency of which is

hereby acknowledged, the parties hereto mutually covenant and agree each with the other as follows:

ARTICLE 1
GRANT OF LEASE

- 1.01 The Municipality hereby leases the Lands to the Commission be held by the Commission as tenant for a term of TEN (10) YEARS commencing on the effective date of this Agreement and subject to prior termination in the events hereinafter set forth, at the rental and subject to the covenants, terms and conditions hereinafter set forth and which the Municipality and the Commission agree to observe and perform as the same may be applicable to each of them respectively.
- 1.02 The Commission shall be at liberty to terminate this Agreement, without cause, upon ONE (1) YEAR written notice. Upon exercising the right of termination, the Commission shall have no liability for any nature whatsoever to the Municipality for any losses or damages suffered or sustained, either directly or indirectly, by the Municipality including without limitation, loss of profit, as a result of the termination of this Agreement
- 1.03 The Municipality shall be at liberty to terminate this Agreement, without cause, upon written notice to the Commission provided however that such termination shall not become effective until:
- a. the Facilities has been decommissioned and the Lands remediated, restored, and if applicable reclaimed in accordance with all applicable legislative and regulatory requirements in effect at the time of the effective date of the termination, or;
 - b. the Municipality assumes all existing and future regulatory responsibilities and liability with respect to the Facilities which shall include the amendment or transfer of any notification submitted under the *Environmental Protection and Enhancement Act* (Alberta), or equivalent legislation, to identify and the Municipality or its designate as the person responsible for the Facilities
- and the Municipality has indemnified the Commission, in a form and on terms and conditions satisfactory to the Commission, with respect to any claims arising as a result of the existence or operation of the Facilities on the Lands.
- 1.04 The Commission covenants and agrees to pay to the Municipality in lawful money of Canada a basic annual lease payment in the sum of ONE (\$1.00) DOLLAR per year payable in advance on the first day of each year of the term of the Lease.

ARTICLE 2
COVENANTS OF THE COMMISSION

THE COMMISSION COVENANTS AND AGREES WITH THE MUNICIPALITY AS FOLLOWS:

- 2.01 To use the Lands only and solely for the purpose of the operation and maintenance of the Facilities located on the Lands. For the purpose of this Lease, "Facilities" shall have the meaning set out in the Facilities Operating Agreement between the Municipality and the Commission dated _____, 2019
- 2.02 To pay and discharge any and all taxes, charges, rates, duties, license fees or assessments levied in respect of the operations of the Commission on the Lands, or in respect of the occupancy of the Lands by the Commission. Notwithstanding the foregoing, the parties agree that all and every cost, expense, rate, tax or charge in any way related to the Lands will be borne by the Municipality.
- 2.03 To permit the Municipality or its agents, with or without workmen or others, at all reasonable times during the term hereof and upon no less than FORTY EIGHT (48) hours' notice to the Commission, to enter the Lands for the purpose of viewing and inspecting the condition thereof.
- 2.04 Except as specifically provided for in this Article, the Commission will not assign, sublet or license this lease or the Lands or any part thereof (other than to a subsidiary or other affiliate of the Commission) without first obtaining the consent of the Municipality.
- 2.05 The Commission may take all steps necessary to maintain the Facilities upon the Lands and the Commission may make such modifications or alterations to the Facilities or Lands as is required for the operation of the Facilities. No other developments may be constructed by the Commission without the Municipality's prior written consent, which said consent the Municipality covenants not to unreasonably withhold.
- 2.06 The Commission shall not cause, permit or suffer any caveat, builder's lien, or other encumbrance to be maintained against the Municipality's title to the Lands without the prior written consent of the Municipality, except this Lease or a caveat or other registration based thereon.
- 2.07 The Commission shall indemnify the Municipality against all claims by any person, firm or corporation arising as a result of the negligence or deliberate wrongdoing of the Commission or its employees, servants or agents and against all expenses and liabilities incurred in any claim or action brought thereon.

2.08 Commission's Insurance Coverage

Without in any way limiting the liability of the Commission under this Agreement, the Commission shall obtain and maintain in force during the Term the following insurance, all satisfactory to the Municipality, acting reasonably;

- a. a comprehensive general liability insurance policy providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. contractual liability including this Agreement;
 - iii. broad form property damage endorsement; and
 - iv. sudden and accidental environmental liability.

ARTICLE 3 **COVENANTS OF THE MUNICIPALITY**

THE MUNICIPALITY COVENANTS AND AGREES WITH THE COMMISSION AS FOLLOWS:

- 3.01 That for so long as this Lease is in effect the Municipality warrants that the Commission shall have and shall continue to be entitled to continuous and uninterrupted peaceful, exclusive and quiet possession of and access to the Lands for the term hereby granted and any renewals thereof.
- 3.02 The Municipality further agrees that the Commission may make such modification or alterations to the Lands as are required for the maintenance and operation of the Facilities. No other developments may be constructed by the Commission without the Municipality's prior written consent, which said consent the Municipality covenants not to unreasonably withhold.
- 3.03 The Municipality shall indemnify the Commission against all claims by any person, firm or corporation arising as a result of the negligence or deliberate wrongdoing of the Municipality or its employees, servants or agents and against all expenses and liabilities incurred in any claim or action brought thereon.
- 3.04 Municipality's Insurance Coverage

Without in any way limiting the liability of the Municipality under this Agreement, the Municipality shall obtain and maintain in force during the Term the following insurance, all satisfactory to the Commission, acting reasonably;

- b. a comprehensive general liability insurance policy providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. contractual liability including this Agreement;
 - iii. broad form property damage endorsement; and
 - iv. sudden and accidental environmental liability.

ARTICLE 4

OTHER COVENANTS

- 4.01 The Municipality shall insure the Lands and Facilities against fire and all other extended coverage perils (including lightning, explosion and vandalism) for the full replacement value thereof and shall maintain such insurance throughout the term of this Lease and any renewal hereof.
- 4.02 If and whenever the Municipality shall default in performing or observing any of its covenants or obligations under this Lease, and the Commission shall have given the Municipality notice of such default, and at the expiration of THIRTY (30) DAYS after the giving of such notice, the default shall continue to exist (or, in the case of a default which cannot with due diligence be cured within the period of THIRTY (30) DAYS, the Municipality shall have failed to proceed promptly after the giving of such notice to begin to cure the same or shall hereafter have failed to carry out the curing of the default with diligence) then the Commission may, at its exclusive option, and without notice, forthwith terminate this Lease, anything contained herein or any statute or law to the contrary notwithstanding, or alternatively, withhold any reasonable portion of rentals until such time as the default has been cured.
- 4.03 On the expiration or earlier termination of this Lease, the Commission may remove all building and structures placed by or constructed by the Commission upon the Lands at the Commission's expense during the term of this Lease. The Commission shall repair any damage to the Lands caused by such removal. Any such buildings and structures not removed by the Commission within THREE (3) months of the expiry or termination of the Lease become the sole property of the Municipality and the Commission's right to remove the same is then at an end. Notwithstanding the foregoing, the parties acknowledge and agree that any buildings and structures placed by or constructed upon the Lands prior to the commencement of this Lease, as set out in Schedule "A" of this Agreement, are the sole property of the Municipality, and the Municipality shall be entitled to retain such buildings and structures following the expiry or termination of this Lease.

ARTICLE 5

ACKNOWLEDGMENTS OF TENANT

- 5.01 The Commission acknowledges that the Municipality and the Municipality's agents have not made, does not make, and shall not be required to provide any warranty or representation with respect either to the condition of the Lands (environmental or otherwise) or the contents of any environmental assessment, or as to the thoroughness or accuracy of the site investigations and other analyses conducted in the preparation of any environmental assessment.

ARTICLE 6 **NOTICES**

- 6.01 Notices shall be in writing and shall either be delivered personally, sent by prepaid registered mail or sent by fax or e-mail to the addresses set out in Section 6.02. Any notice given by fax or e-mail delivery shall be deemed to be given at the commencement of the next business day. Any notice sent by mail shall be deemed to have been received by the fifth business day following the date of mailing. In the event of a disruption in postal service, notice must be personally delivered or sent by fax. Either party may change its address for notice and shall immediately advise the other in writing of the new address.

6.02 Addresses for Notice

- a. The address for service of notice to the Municipality is:

County of St. Paul No. 19
5015 – 49 Avenue
St. Paul, AB T0A 3A4
Chief Administrative Officer
(780) 645-3301
(780) 645-3104
countysp@county.stpaul.ab.ca

- b. The address for service of notice to the Commission is:

Evergreen Regional Waste Management Services Commission
Box 3
Lafond, AB T0A 2J0
Manager
(780) 646-6125
evergreenwaste@mcsnet.ca

ARTICLE 7

GENERAL

- 7.01 No waiver by one party of a breach of any of the obligations, agreements or covenants by the other party shall be a waiver of any subsequent breach of any other obligation, agreement or covenant, nor shall any forbearance by the one party to seek a remedy for any breach by the other party be a waiver by the first party of its rights and remedies with respect to such or any subsequent breach.
- 7.02 The terms of this Agreement may be amended only by the written consent of both parties to this Agreement.
- 7.03 If at the expiration of the original term or any renewal term (if exercised or taken hereunder) of this Lease, the Commission shall hold over for any reason, the tenancy of the Commission thereafter shall be from month-to-month only, and shall be subject to all terms and conditions of this Lease, except as to duration, in the absence of a written agreement to the contrary.
- 7.04 The word "Municipality" wherever it occurs herein shall mean and extend to and include the Municipality, its successors and permitted assigns; and the word "Commission" shall mean and extend to and include the Commission, its successors and permitted assigns.
- 7.05 The captions and headings in the Lease are for convenience of reference only, and shall not affect the interpretation of any provision or its scope or intent
- 7.06 This Agreement is governed by the laws of Alberta and each party attorns to the jurisdiction of the courts of the Province of Alberta.

ARTICLE 8

ACCEPTANCE OF LEASE

- 8.01 The Commission hereby accepts this lease of the above described premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

ARTICLE 9
RIGHT OF RENEWAL

- 9.01 Provided that the Commission has abided by the terms and conditions of the Lease, including timely payment of lease costs asset out herein, the Municipality does hereby grant to the Commission an irrevocable right to renew this Lease for a term of TEN (10) YEARS, after the expiry of the initial agreement, on the same terms and conditions as are contained in this Lease including the rate of lease payment and the option to renew for a further term of TEN (10) years. If that second option to renew is exercised, it shall be on the same terms and conditions in this Lease except the option to renew.
- 9.02 This option to renew this Lease shall be exercised by written notice to the Municipality and given not later than THREE (3) MONTHS before the expiration of the term then in effect.

IN WITNESS WHEREOF the parties have executed this Agreement under seal this _____ day of _____, 20_____.

COUNTY OF ST. PAUL NO. 19

Per: _____

Per: _____

**EVERGREEN REGIONAL
WASTEMANAGEMENT SERVICES
COMMISSION**

Per: _____

Per: _____

SCHEDULE “A”
EXISTING IMPROVEMENTS

Take-it or Leave-it building. Ashmont Class III Landfill & Waste Transfer Facility

8 x 10 Storage Shed. Ashmont Class III Landfill & Waste Transfer Facility

Class III new cell 3 & 4 constructed in October 2018. Ashmont Class III Landfill & Waste Transfer Facility

Take-it or Leave-it building. Mallaig Class III Landfill & Waste Transfer Facility

8 x 10 Storage Shed. Mallaig Class III Landfill & Waste Transfer Facility

Waste Water Treatment Lagoon. Mallaig Class III Landfill & Waste Transfer Facility

100 Concrete Block. Mallaig Class III Landfill & Waste Transfer Facility



Request for Decision

Council Meeting: March 12, 2019

8.8 County and Town of Elk Point Facilities Operating Agreement and Lease Agreement with ERWMSC

Request

The Facilities Operating Agreement and the Lease Agreement between the County of St. Paul and Town of Elk Point and the Evergreen Regional Waste Management Services Commission are being presented to Council for approval. The Evergreen Commission has reviewed the agreements and recommended to send them to the commission partners for approval. They have also been vetted by Legal Counsel and insurance.

Alternatives

Recommendation

Administration is recommending approving the Facilities Operating Agreement between the County of St. Paul and Town of Elk Point and the Evergreen Regional Waste Management Services Commission to operate a facility at the following location:

- Elk Point Class III Landfill and Waste Transfer Facility; SW 36-57-7-W4

Administration is recommending to approve the Lease Agreement between the County of St. Paul and Town of Elk Point and the Evergreen Regional Waste Management Services Commission to lease the following lands:

- SW 36-57-7-W4

for the operation and maintenance of a waste management facility.

Submitted by: Tim Mahdiuk, Director of Community Services

FACILITIES OPERATING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2019.

BETWEEN:

COUNTY OF ST. PAUL NO. 19 & TOWN OF ELK POINT

(the "OPERATOR")

AND

EVERGREEN REGIONAL WASTE MANAGEMENT SERVICES COMMISSION

(the "COMMISSION")

WHEREAS:

- A. Evergreen Regional Waste Management Commission is a regional services commission established pursuant to Part 16.1 of the *Municipal Government Act* (Alberta) and the Evergreen Regional Waste Management Services Commission Regulation for the purpose of providing solid waste management services;
- B. The Operator is a municipality incorporated pursuant to the *Municipal Government Act* and a member of the Commission;
- C. The Commission leases lands (the "Lands") legally described as:

SW 36-56-7-W4th

(the "Lands");

upon which certain facilities, as defined herein and set out in Schedule "A" to this Agreement (the "Facilities") are located;
- D. The Commission desires to engage the Operator to operate the Facilities, upon and subject to the further terms and provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES and the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.1 Definitions

Capitalized words used in this Agreement shall have the meanings set forth below:

- a. "Agreement" means this Facilities Operating Agreement between the Commission and the Operator, including all terms, conditions and recitals contained herein and all Schedules attached hereto.
- b. "AEPEA" means the *Alberta Environmental Protection and Enhancement Act* (Alberta) and regulations enacted thereunder as amended or replaced from time to time.
- c. "Approval" means the lawful permission(s) granted to the Commission to operate the Facilities.
- d. "Good Solid Waste Landfill Operating Practices" means the standard of practice attained by exercising that degree of knowledge, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and which is expected to accomplish the desired result consistent with governing laws and regulations, reliability, safety of the public, safety of personnel and expediency, but is not restricted to the optimum practice or course of action to the exclusion of all others but rather to the spectrum of reasonable practices, methods or acts;
- e. "Initial Term" has the meaning given to it in section 5.1.
- f. "Operations" means those operations more particularly identified in the Operations Manual.
- g. "Operations Manual" means the operations manual prepared for the Commission, as amended from time to time by the Commission acting reasonably after consultation with the Operator, the most recent version of which is attached hereto as Schedule "B".
- h. "Permits" means all permits and authorizations that are or may be required to operate the Facilities.
- i. "Facilities" means facilities used to gather, collect, hold, store, remove or transfer Waste and includes any system used to move waste from one area to another so that it can be disposed of or temporarily moving and storing Waste until it is eventually disposed of. For further certainty, Facilities includes those waste transfer and landfill (if any) facilities described and referred to in the Operations Manual attached hereto as Schedule "B".

- j. “Waste” means any solid or liquid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposing of including refuse, garbage and includes anything that is useless, unwanted or discarded materials which results from society’s normal activities and which may be of a household, domestic, agricultural, commercial or industrial nature, excluding sewage and non-household hazardous waste.

1.2 Schedules

The following Schedules are attached hereto and incorporated into this Agreement.

Schedule “A” – Lands and Facilities

Schedule “B” – Operations Manual

ARTICLE 2 OPERATIONS

2.1 Engagement of Operator

The Commission hereby engages the Operator to operate, and the Operator agrees to operate the Facilities for and on behalf of the Commission, upon and subject to the terms and provisions of this Agreement. The Facilities will be located on the Lands. Unless otherwise agreed in writing between the parties, the Commission shall not have any rights of ownership in the Lands.

2.2 Scope of Operations

The scope of Operations to be conducted by the Operator as contract operator of the Facilities are generally described in the Operations Manual. Notwithstanding the foregoing, in carrying out Operations hereunder, the Operator shall be responsible for conducting all operations necessary to operate the Facilities at the standards set out herein, whether or not such operations are described in the Operations Manual, other than those operations or activities which the Commission has expressly agreed to be responsible for pursuant to this Agreement. Any standards which apply to the Operation of the Facilities must be reasonable. Any change in such standards made by the Commission after this Agreement is executed shall only come into effect after notification to the Operator.

2.3 Conduct of Operations

- a. Subject to Section 2.4, Operator shall conduct the Operations in accordance with Good Solid Waste Operating Practices, in compliance with governing laws and regulations, including applicable Approvals and Permits and, to the extent not inconsistent with the foregoing, in accordance with the policies and procedures set forth in the Operations Manual, as amended from time to time.
- b. In performing or causing the performance of its obligations under this Agreement the Operator:
 - i. subject to Section 2.6 herein, shall not be entitled to use sub-contractors in the performance of the Operations without the prior written approval of the Commission which approval may be withheld by the Commission in its sole discretion;
 - ii. shall employ the quantity and quality of personnel necessary for the effective and efficient performance of Operations;
 - iii. shall at all times be responsible for its employees; and
 - iv. shall ensure that its employees are trained, competent and certified in performing the Operations and shall use reasonable care in performance of the Operations.

2.4 Modifications to the Operations Manual

The Operator recognizes that the Operations Manual will be subject to review by the Commission and that changes or modifications to the Operations Manual may be made by the Commission, in its full discretion. The Commission will give notice to the Operator of any changes or modifications to the Operations Manual within THIRTY (30) DAYS from the date the change or modification was approved by the Commission and the Operator will carry out the Operations in accordance with the modified Operations Manual.

2.5 Permits and Governmental Reporting Obligations

The Commission shall be responsible for obtaining and maintaining all necessary Approvals and Permits associated with the Facilities and for complying with all necessary regulatory reporting requirements imposed by the Approvals and Permits and governing laws including but not limited to the AEPEA. Nothing from the foregoing relieves the Operator of its obligation to conduct the Operations in accordance with the requirements of this Agreement including those set out in Section 2.3 of this Agreement.

2.6 Subcontractors

- a. Notwithstanding Section 2.3(b)(1) of this Agreement the Operator may use sub-contractors to provide materials and services which are not operational and in nature and which relate solely to routine and ordinary maintenance of the Lands or Facilities, including: the supply and placement of gravel and similar materials, road maintenance, fence repair, and repairs to and maintenance of attendant structures. In addition to the foregoing, the Operator may use sub-contractors when responding to releases of substances in which case the Operator shall at its sole cost and expense retain such sub-contractors and take such steps as are required to respond to the release of the substance and remediate the area of the release in accordance with all applicable legislative, regulatory and operational requirements.
- b. The Operator may only use sub-contractors for services related to the transfer of materials from the Lands (including metals, electronic waste, oil, tires, propane bottles, household hazardous waste, pesticide and herbicide containers, cardboard, batteries, florescent tubes and Freon) and monitoring the wells located in the proximity of the Facilities if the services are provided by the Commission or its designated sub-contractor. If refunds, commissions or fees are paid to the Commission as a result of services provided to the Operator by the Commission's designated sub-contractor, the refunds, commissions or fees in question shall be distributed to the Operator and any other municipality that is a member of the Commission and received such services based on the municipality's on a proportionate basis as determined by the Commission in its sole discretion from time to time.

2.7 Operator's Employees

The Operator acknowledges that with respect to its employees, that it is responsible for all aspects arising out of the employer-employee relations between it, and each such employee, including, without limitation, the provision of supervision, responsibility for hiring, dismissal, discipline, direction and control, the payment of salary, the withholding and remittance of taxes, pension plan contributions, unemployment insurance, health care, worker's compensation and any other premiums and amounts generally payable by an employer in respect of an employee.

2.8 Alterations to Facilities

The Operator may at its sole cost and expense take all steps necessary to maintain and operate the Facilities upon the Lands make such modifications or alterations to the Lands as are required for the maintenance and operation of the Facilities. The Operator shall not alter or remove any building, equipment, fixture, improvement or structure which has been funded or placed on the Lands by the Commission without written permission from the Commission.

ARTICLE 3

OPERATOR EXPENSES, FEES AND GST

3.1 Operator Expenses

The Commission may, in its sole discretion, from time to time agree to pay certain expenses of the Operator, under this Agreement. The Commission shall only be responsible for the payment of those expenses of the Operator which the Commission has approved in writing. Unless otherwise agreed in writing any monies collected at the Facilities are to be retained by the Operator of the Facilities.

3.2 Interest Payable on Outstanding Amounts

All fees and other expenses payable by a party pursuant to this Agreement shall be invoiced by the party owed such fees or expenses, and such fees or other expenses come due as of the invoice date and shall be paid within THIRTY (30) DAYS of such date. All fees and other expenses which are not paid when due shall be subject to interest at the (bank) prime rate for commercial loans plus ONE (1%) PERCENT calculated from the date such fees or other expenses become due, to the date such fees or other expenses are paid.

3.3 GST

All amounts paid by the Commission to the Operator shall be subject to goods and services taxes, sales taxes, value added taxes, and other taxes imposed on the Operator with respect to the provision of services invoiced under this Agreement.

ARTICLE 4

INSPECTION & INFORMATION

4.1 Access and Inspection of the Facilities

The Commission retains all rights with respect to the Facilities not expressly granted to the Operator. For greater certainty, but not to restrict the generality of the foregoing, the Commission shall have the right for its representatives to have unimpeded access to the Facilities at any time and the Commission has the right to inspect the Operator's operation of the Facilities for any purpose, including the Operator's compliance with this Agreement.

4.2 Duty to Provide Information

When requested to do so, each party shall use reasonable efforts to provide the other with information in sufficient quantity and quality so to facilitate discharge of their respective duties and functions under this Agreement.

4.3 Monthly Site Operations Report

The Operator will prepare and maintain in its records monthly site operations reports in a form and with contents satisfactory to the Commission, which shall at a minimum include a list of recyclables and inventory for the Facilities. The Operator will provide its monthly site operation reports, and any other information that the Commission may request in relation to said reports, as requested by the Commission from time to time.

4.4 Annual Compliance Audit

Without limiting the generality of any other provision of this Agreement, in every year that the Agreement exists between the parties, the Commission shall complete an Annual Compliance Audit of the Facilities on a date to be determined in the full discretion of the Commission. The Operator will answer any inquiries and will provide any information requested by the Commission which is required to complete the Annual Compliance Audit.

4.5 Maintenance of Records

The Operator shall maintain accurate records of operating and technical information for a period of seven (7) years relating to the matters contemplated under the Agreement in such a manner that any data required to verify any payment obligations or operating information shall be available to the Commission for the purposes of conducting an audit pursuant to section 4.6.

4.6 Right to Audit Books and Records

The Commission shall have the right, on reasonable written notice to the Operator, not more than once a year, at its sole expense, during the normal business hours, during the term of this Agreement and for a period of TWO (2) YEARS following termination of this Agreement, to have access to and inspect the books and records of the Operator to audit any amounts invoiced by the Operator to the Commission under this Agreement. If, as a result of such audit, monies are found to be owing by one party to the other party, the party owing such amounts shall promptly pay such amounts to other party.

ARTICLE 5 TERM AND TERMINATION

5.1 Initial Term and Renewal Terms

Subject to earlier termination, as provided herein, this Agreement shall commence on the Effective Date and shall continue for a period of TEN (10) YEARS (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for TWO (2) successive TEN (10) year terms (each one a "Renewal Term") unless, not less than THREE (3) MONTHS prior to the expiry of the Initial or Renewal Term, either party gives notice to the other party of its intent to terminate this agreement.

5.2 Early Termination

This Agreement may be terminated prior to the expiry of the Initial Term or the Renewal Term without penalty or payment:

- a. by the Commission, without cause, on providing ONE (1) YEAR written notice of its intent to terminate this Agreement;
- b. by the Operator, without cause, on providing ONE (1) YEAR written notice of its intent to terminate this Agreement which notice period may be waived or shortened by the Commission in its sole discretion;
- c. by either party:
 - i. if the Defaulting party is in breach of any of its obligations under this Agreement, which breach is not cured within TEN (10) DAYS after delivery of written notice by the non-defaulting party to the Defaulting party, specifying such breach; provided that, if the breach is such that TEN (10) DAYS is not sufficient to rectify the breach, this Agreement may not be terminated by the non-defaulting party if the Defaulting party is then diligently rectifying such breach, and continues to do so until the default is cured;
 - ii. if either party takes the benefit of or become subject to bankruptcy or insolvency legislation, or if a receiver, receiver-manager, trustee or other official shall take control of any of such party's business or assets, or upon the dissolution of either party pursuant to the provision of the *Municipal Government Act* (Alberta) or other relevant legislation then either party may, in its sole discretion, upon written notice, terminate this Agreement forthwith.

5.3 Post Termination Obligations

Upon notice of termination of this Agreement being given pursuant to section 5.2, the parties shall meet to discuss a plan for the orderly and efficient transition of operatorship of the Facilities back to the Commission or to any person designated by the Commission. Each party shall use all reasonable commercial efforts to effect the termination of this Agreement in an orderly and efficient manner. Upon termination, all fees which have accrued or which are due and owing by a party to the other party shall immediately become due and payable.

5.4 Return of Facilities

At the termination of this Agreement the Operator shall relinquish and surrender, in good condition, any improvements, structures, or buildings caused to be made to or at the Facilities by the Operator, the Commission, or others.

ARTICLE 6 INSURANCE

6.1 Operator's Insurance Coverage

Without in any way limiting the liability of the Operator under this Agreement, the Operator shall obtain and maintain in force during the Term the following insurance, all satisfactory to the Commission, acting reasonably;

- a. standard automobile, bodily injury and property damage insurance providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- b. a comprehensive general liability insurance policy providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. contractual liability including this Agreement;
 - iii. broad form property damage endorsement; and
 - iv. sudden and accidental environmental liability.
- c. Workers' Compensation coverage for all employees engaged by the Operator in accordance with the laws of the Province of Alberta;

- d. In cases where Workers' Compensation coverage is unavailable employer's liability insurance respecting employees of the Operator with limits of liability of not less than Five Million (\$5,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee engaged by the Operator; and
- e. such other insurance as the Commission may from time to time reasonably require.

6.2 Insurance Certificate

- a. The Operator shall upon request provide to the Commission evidence of renewal of the insurance policies required in section 6.1 within thirty (30) days following the date upon which the applicable policy must be renewed which insurance policy shall name the Commission as an additional insured and not be capable of cancellation or substantial modifications without a minimum of THIRTY (30) DAYS prior written notice to the Commission.
- b. Upon a request by the Commission, the Operator shall provide to the Commission certificates of insurance evidencing compliance with section 6.1 of this Agreement and such certificates shall be provided within FIVE (5) DAYS from the date that the request is made; and the Operator shall deliver to the Commission, with in FIVE (5) DAYS upon request, its certificate number from the appropriate Worker's Compensation Board or Commission, showing the Operator has registered and is in good standing with such Board or Commission.

6.3 Notice of Claim

The Operator shall notify the Commission of any claim or potential claim of which it becomes aware against the Operator's insurance policies. The Commission shall notify the operator of any claim or potential claim which it becomes aware which arises from the Operator operating the Facilities or from the Commission overseeing the operation of the Facilities.

ARTICLE 7 FORCE MAJEURE

7.1 Meaning of Force Majeure

For the purposes of this Agreement, the term "Force Majeure" means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure.

7.2 Consequences of Force Majeure

Should either party become unable to fulfill its obligations under this Agreement due to an event of Force Majeure, the following shall apply:

- a. the affected party shall notify the other party in writing, of the occurrence of the Force Majeure as soon as practicable;
- b. the affected party shall not be required to fulfill its obligation under this Agreement while the event of Force Majeure continues;
- c. the affected party shall use all reasonable commercial means to reduce the consequences of the event of Force Majeure; and
- d. neither party shall be responsible for, nor liable to the other party for, any loss or damage which the other may suffer or incur as a result of the inability of the Affected party to perform its obligations under this Agreement due to an event of Force Majeure.

ARTICLE 8 LIABILITY AND INDEMNITY

- 8.1 Neither party shall have liability of any nature whatsoever to the other party for any losses or damages suffered or sustained, either directly or indirectly, by the other party including without limitation, loss of profit, as a result of the termination of this Agreement, whether the termination was with or without cause.
- 8.2 The Operator shall be liable to and shall indemnify and hold harmless the Commission, its employees and agents, from any demands, losses, costs, damages, actions, claims, proceedings, penalties and expenses, including legal costs on a full indemnity solicitor and own client basis, whatsoever that may arise, directly, or indirectly, out of any act or omission of the Operator, the Operator's agents, employees, subcontractors or representatives, in the performance of this Agreement.
- 8.3 The Commission shall not be liable for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Operator, its employees, representatives or subcontractors in the performance of this Agreement.

ARTICLE 9 DISPUTE RESOLUTION

9.1 Negotiations

The parties shall first attempt to resolve any dispute relating to this Agreement by good faith negotiations. If, after TWENTY (20) DAYS, it becomes apparent to the parties that the dispute will not be resolved by such negotiations, then either party may request that the dispute be submitted to final and binding arbitration.

9.2 Submission of Dispute to Arbitration

If a dispute is submitted to arbitration pursuant to Section 11.1, such arbitration shall be conducted pursuant to the provisions of the *Arbitration Act* (Alberta), and the following shall apply:

- a. the party desiring arbitration shall nominate one arbitrator and shall notify the other party in writing of the nomination. The notice shall set forth a brief description of the matter submitted for arbitration. The other party shall, within TEN (10) DAYS after receiving such notice, nominate an arbitrator and the two arbitrators shall select a chairman of the arbitration tribunal to act jointly with them. The parties will act reasonably and in good faith to select arbitrators who are objective and who are suitably qualified by education or professional experience to deal with the matters, which are the subject of the arbitration. If the nominated arbitrators are unable to agree on the selection of a chairman within ten days after the second arbitrator is nominated, the parties or either one of them may apply to the Alberta Court of Queen's Bench to have the chairman appointed;
- b. if the party receiving the notice of the nomination of an arbitrator by the party desiring arbitration fails within ten days to nominate an arbitrator, then the arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he shall think fit and his decision shall, subject to the provisions of this Agreement, be binding upon the parties;
- c. subject to the provisions of this Agreement, the written decision of the arbitrators and chairman, or any of two of them, shall be binding upon the parties both in respect of procedure and the conduct of the parties during the proceedings and final determination of the issues. Any written award or decision of the arbitrators shall not repeat or recite any evidence which is proprietary or confidential to either party;
- d. notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the parties so agree, in which event the provisions of this Section shall apply, mutatis mutandis; and
- e. the costs of arbitration shall be borne by the parties as may be specified in the arbitrator's decision.

ARTICLE 10 NOTICES

10.1 Notice

Notices shall be in writing and shall be delivered personally or sent by fax or email to the addresses set out in section 11.2. Any notice given by fax or email delivery shall be deemed to be given at the commencement of the next business day. Either party may change its address for notice and shall immediately advise the other in writing of the new address.

10.2 Addresses for Notice

- a. The address for service of notice to the Operator is:

County of St. Paul No. 19
5015 – 49 Avenue
St. Paul, AB T0A 3A4
Chief Administrative Officer
(780) 645-3301
(780) 645-3104
countysp@county.stpaul.ab.ca

- b. The address for service of notice to the Operator is:

Town of Elk Point
Box 448
Elk Point, AB T0A 1A0
Chief Administrative Officer
(780) 724-3810
(780) 724-2762
cao@elkpoint.ca

- c. The address for service of notice to the Commission is:

Evergreen Regional Waste Management Services Commission
Box 3
Lafond, AB T0A 2J0
Manager
(780) 646-6125
evergreenwaste@mscnet.ca

ARTICLE 11

INTERPRETATION

11.1 Headings

The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and shall not affect or be considered in the construction or interpretation of this Agreement.

11.2 Articles and Sections

References in this Agreement to articles, sections or subsections mean a reference to an article, section or subsection of this Agreement.

11.3 Statutes

A reference in this Agreement to all or any part of any statute shall be deemed to include all regulations, orders and guidelines prescribed or published pursuant to such statute, all as amended from time to time.

11.4 Derivative Terms

Words importing the singular shall include the plural and vice versa and words importing gender shall include all genders. Capitalized words used herein shall be deemed to include all derivatives of such words.

ARTICLE 12 GENERAL

12.1 Relationship of parties

No party shall, by virtue of this Agreement, in any way or for any purpose, be or be deemed to become a partner or agent of the other party in the conduct of any business, or otherwise be or be deemed to become a member of a joint venture or joint enterprise with the other party. Nothing in this Agreement confers on a party any agency or attorney status to act on behalf of or bind the other party. No party shall, by virtue of this Agreement, in any way or for any purpose, incur fiduciary obligations to the other party.

12.1 Confidential Information

Each party shall keep in the strictest of confidence any information or records which is provided to it by the other party. Any such information or records shall not be disclosed to any third party without written consent of the party who provided the information, unless required by law.

12.2 Assignment of Agreement

This agreement shall not be assigned or sub-contracted in whole or in part without the prior written consent of the Commission and such consent remains in the sole discretion of the Commission.

12.3 Waiver

A waiver by a party of a breach of this Agreement shall not operate as a waiver of any future breach, whether of a like or different nature, except to the extent specifically provided in such earlier waiver. No failure on the part of either party to this Agreement to exercise any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or of any other right or remedy in law or in equity or by statute, except as otherwise expressly set out in this Agreement.

12.4 Amendments

Except as otherwise provided herein, this Agreement may only be amended by the mutual consent of the parties, expressed in writing.

12.5 Entire Agreement

This Agreement represents the entire agreement of the parties in relation to the subject matter hereof and supercedes and replaces any and all prior agreements, written or oral, between them.

12.6 Severance

If any provision or provisions of this Agreement, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.7 Survival

Any obligations and duties which by their nature extend beyond the lapse, expiry or termination of this Agreement shall survive any lapse, expiry or termination of this Agreement and remain in effect. For greater certainty but not so as to restrict the generality of the foregoing, the confidentiality, warranty and indemnity provisions contained herein shall survive the lapse, expiry or termination of this Agreement.

12.8 Governing Law

This Agreement shall be governed by the local domestic law of the Province of Alberta and each party hereto attorns to the jurisdiction of the courts of the Province of Alberta.

12.9 Further Assurances

The parties agree to do such things, and execute and deliver such agreements, documents and instruments, for no additional consideration, at the request of the other party, as may be necessary to carry out and give full effect to the terms and provisions of this Agreement.

12.10 Enurement

This Agreement shall enure to the benefit of and be binding upon the heirs, assigns and successors of the parties hereto.

IN WITNESS WHEREOF the parties have entered into this Agreement on the date first written above.

EVERGREEN REGIONAL WASTE MANAGEMENT SERVICES COMMISSION

Per: _____

Per: _____

COUNTY OF ST. PAUL NO. 19

Per: _____

Per: _____

TOWN OF ELK POINT

Per: _____

Per: _____

SCHEDULE “A”
Lands and Facilities

Elk Point Class III Landfill and Waste Transfer Facility SW 36-57-7-W4th 7015 Hwy 646

SCHEDULE “B”
Operations Manual

LEASE AGREEMENT

EFFECTIVE THIS _____ DAY OF _____, 2019.

BETWEEN:

COUNTY OF ST. PAUL NO. 19 & TOWN OF ELK POINT
(hereinafter referred to as "the Municipality")

OF THE FIRST PART

- and -

**EVERGREEN REGIONAL WASTE MANAGEMENT
SERVICES COMMISSION**
(hereinafter referred to as "the Commission")

OF THE SECOND PART

WHEREAS the Municipality is the registered owner of those certain land and premises legally described as follows:

SW 36-56-7-W4th

(the "Lands");

AND WHEREAS the Municipality is a member of the Evergreen Regional Waste Management Services Commission, a regional services commission pursuant to Part 16.1 of the *Municipal Government Act* (Alberta) and the Evergreen Regional Waste Management Services Commission Regulation;

AND WHEREAS the Municipality wishes to enter into this Agreement and lease the Lands to the Commission and the Commission wishes to lease the Lands from the Municipality for the purpose of operation and maintenance of the waste management facilities (the "Facilities") located on the Lands ;

WITNESS THEREFORE that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Municipality and on the part of the Commission respectively, to be paid, observed, and performed, the sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree each with the other as follows:

ARTICLE 1
GRANT OF LEASE

- 1.01 The Municipality hereby leases the Lands to the Commission be held by the Commission as tenant for a term of TEN (10) YEARS commencing on the effective date of this Agreement and subject to prior termination in the events hereinafter set forth, at the rental and subject to the covenants, terms and conditions hereinafter set forth and which the Municipality and the Commission agree to observe and perform as the same may be applicable to each of them respectively.
- 1.02 The Commission shall be at liberty to terminate this Agreement, without cause, upon ONE (1) YEAR written notice. Upon exercising the right of termination, the Commission shall have no liability for any nature whatsoever to the Municipality for any losses or damages suffered or sustained, either directly or indirectly, by the Municipality including without limitation, loss of profit, as a result of the termination of this Agreement
- 1.03 The Municipality shall be at liberty to terminate this Agreement, without cause, upon written notice to the Commission provided however that such termination shall not become effective until:
- a. the Facilities has been decommissioned and the Lands remediated, restored, and if applicable reclaimed in accordance with all applicable legislative and regulatory requirements in effect at the time of the effective date of the termination, or;
 - b. the Municipality assumes all existing and future regulatory responsibilities and liability with respect to the Facilities which shall include the amendment or transfer of any notification submitted under the *Environmental Protection and Enhancement Act* (Alberta), or equivalent legislation, to identify and the Municipality or its designate as the person responsible for the Facilities
- and the Municipality has indemnified the Commission, in a form and on terms and conditions satisfactory to the Commission, with respect to any claims arising as a result of the existence or operation of the Facilities on the Lands.
- 1.04 The Commission covenants and agrees to pay to the Municipality in lawful money of Canada a basic annual lease payment in the sum of ONE (\$1.00) DOLLAR per year payable in advance on the first day of each year of the term of the Lease.

ARTICLE 2
COVENANTS OF THE COMMISSION

THE COMMISSION COVENANTS AND AGREES WITH THE MUNICIPALITY AS FOLLOWS:

- 2.01 To use the Lands only and solely for the purpose of the operation and maintenance of the Facilities located on the Lands. For the purpose of this Lease, "Facilities" shall have the meaning set out in the Facilities Operating Agreement between the Municipality and the Commission dated _____, 2019
- 2.02 To pay and discharge any and all taxes, charges, rates, duties, license fees or assessments levied in respect of the operations of the Commission on the Lands, or in respect of the occupancy of the Lands by the Commission. Notwithstanding the foregoing, the parties agree that all and every cost, expense, rate, tax or charge in any way related to the Lands will be borne by the Municipality.
- 2.03 To permit the Municipality or its agents, with or without workmen or others, at all reasonable times during the term hereof and upon no less than FORTY EIGHT (48) hours' notice to the Commission, to enter the Lands for the purpose of viewing and inspecting the condition thereof.
- 2.04 Except as specifically provided for in this Article, the Commission will not assign, sublet or license this lease or the Lands or any part thereof (other than to a subsidiary or other affiliate of the Commission) without first obtaining the consent of the Municipality.
- 2.05 The Commission may take all steps necessary to maintain the Facilities upon the Lands and the Commission may make such modifications or alterations to the Facilities or Lands as is required for the operation of the Facilities. No other developments may be constructed by the Commission without the Municipality's prior written consent, which said consent the Municipality covenants not to unreasonably withhold.
- 2.06 The Commission shall not cause, permit or suffer any caveat, builder's lien, or other encumbrance to be maintained against the Municipality's title to the Lands without the prior written consent of the Municipality, except this Lease or a caveat or other registration based thereon.
- 2.07 The Commission shall indemnify the Municipality against all claims by any person, firm or corporation arising as a result of the negligence or deliberate wrongdoing of the Commission or its employees, servants or agents and against all expenses and liabilities incurred in any claim or action brought thereon.

2.08 Commission's Insurance Coverage

Without in any way limiting the liability of the Commission under this Agreement, the Commission shall obtain and maintain in force during the Term the following insurance, all satisfactory to the Municipality, acting reasonably;

- a. a comprehensive general liability insurance policy providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. contractual liability including this Agreement;
 - iii. broad form property damage endorsement; and
 - iv. sudden and accidental environmental liability.

ARTICLE 3 **COVENANTS OF THE MUNICIPALITY**

THE MUNICIPALITY COVENANTS AND AGREES WITH THE COMMISSION AS FOLLOWS:

- 3.01 That for so long as this Lease is in effect the Municipality warrants that the Commission shall have and shall continue to be entitled to continuous and uninterrupted peaceful, exclusive and quiet possession of and access to the Lands for the term hereby granted and any renewals thereof.
- 3.02 The Municipality further agrees that the Commission may make such modification or alterations to the Lands as are required for the maintenance and operation of the Facilities. No other developments may be constructed by the Commission without the Municipality's prior written consent, which said consent the Municipality covenants not to unreasonably withhold.
- 3.03 The Municipality shall indemnify the Commission against all claims by any person, firm or corporation arising as a result of the negligence or deliberate wrongdoing of the Municipality or its employees, servants or agents and against all expenses and liabilities incurred in any claim or action brought thereon.
- 3.04 Municipality's Insurance Coverage

Without in any way limiting the liability of the Municipality under this Agreement, the Municipality shall obtain and maintain in force during the Term the following insurance, all satisfactory to the Commission, acting reasonably;

- b. a comprehensive general liability insurance policy providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. contractual liability including this Agreement;
 - iii. broad form property damage endorsement; and
 - iv. sudden and accidental environmental liability.

ARTICLE 4

OTHER COVENANTS

- 4.01 The Municipality shall insure the Lands and Facilities against fire and all other extended coverage perils (including lightning, explosion and vandalism) for the full replacement value thereof and shall maintain such insurance throughout the term of this Lease and any renewal hereof.
- 4.02 If and whenever the Municipality shall default in performing or observing any of its covenants or obligations under this Lease, and the Commission shall have given the Municipality notice of such default, and at the expiration of THIRTY (30) DAYS after the giving of such notice, the default shall continue to exist (or, in the case of a default which cannot with due diligence be cured within the period of THIRTY (30) DAYS, the Municipality shall have failed to proceed promptly after the giving of such notice to begin to cure the same or shall hereafter have failed to carry out the curing of the default with diligence) then the Commission may, at its exclusive option, and without notice, forthwith terminate this Lease, anything contained herein or any statute or law to the contrary notwithstanding, or alternatively, withhold any reasonable portion of rentals until such time as the default has been cured.
- 4.03 On the expiration or earlier termination of this Lease, the Commission may remove all building and structures placed by or constructed by the Commission upon the Lands at the Commission's expense during the term of this Lease. The Commission shall repair any damage to the Lands caused by such removal. Any such buildings and structures not removed by the Commission within THREE (3) months of the expiry or termination of the Lease become the sole property of the Municipality and the Commission's right to remove the same is then at an end. Notwithstanding the foregoing, the parties acknowledge and agree that any buildings and structures placed by or constructed upon the Lands prior to the commencement of this Lease, as set out in Schedule "A" of this Agreement, are the sole property of the Municipality, and the Municipality shall be entitled to retain such buildings and structures following the expiry or termination of this Lease.

ARTICLE 5

ACKNOWLEDGMENTS OF TENANT

- 5.01 The Commission acknowledges that the Municipality and the Municipality's agents have not made, does not make, and shall not be required to provide any warranty or representation with respect either to the condition of the Lands (environmental or otherwise) or the contents of any environmental assessment, or as to the thoroughness or accuracy of the site investigations and other analyses conducted in the preparation of any environmental assessment.

ARTICLE 6 **NOTICES**

- 6.01 Notices shall be in writing and shall either be delivered personally, sent by prepaid registered mail or sent by fax or e-mail to the addresses set out in Section 6.02. Any notice given by fax or e-mail delivery shall be deemed to be given at the commencement of the next business day. Any notice sent by mail shall be deemed to have been received by the fifth business day following the date of mailing. In the event of a disruption in postal service, notice must be personally delivered or sent by fax. Either party may change its address for notice and shall immediately advise the other in writing of the new address.

6.02 Addresses for Notice

- a. The address for service of notice to the Municipality is:

County of St. Paul No. 19
5015 – 49 Avenue
St. Paul, AB T0A 3A4
Chief Administrative Officer
(780) 645-3301
(780) 645-3104
countysp@county.stpaul.ab.ca

- b. The address for service of notice to the Municipality is:

Town of Elk Point
Box 448
Elk Point, AB T0A 1A0
(780) 724-3810
(780) 724-2762
cao@elkpoint.ca

- c. The address for service of notice to the Commission is:

Evergreen Regional Waste Management Services Commission
Box 3
Lafond, AB T0A 2J0
Manager
(780) 646-6125
evergreenwaste@mcsnet.ca

ARTICLE 7

GENERAL

- 7.01 No waiver by one party of a breach of any of the obligations, agreements or covenants by the other party shall be a waiver of any subsequent breach of any other obligation, agreement or covenant, nor shall any forbearance by the one party to seek a remedy for any breach by the other party be a waiver by the first party of its rights and remedies with respect to such or any subsequent breach.
- 7.02 The terms of this Agreement may be amended only by the written consent of both parties to this Agreement.
- 7.03 If at the expiration of the original term or any renewal term (if exercised or taken hereunder) of this Lease, the Commission shall hold over for any reason, the tenancy of the Commission thereafter shall be from month-to-month only, and shall be subject to all terms and conditions of this Lease, except as to duration, in the absence of a written agreement to the contrary.
- 7.04 The word "Municipality" wherever it occurs herein shall mean and extend to and include the Municipality, its successors and permitted assigns; and the word "Commission" shall mean and extend to and include the Commission, its successors and permitted assigns.
- 7.05 The captions and headings in the Lease are for convenience of reference only, and shall not affect the interpretation of any provision or its scope or intent
- 7.06 This Agreement is governed by the laws of Alberta and each party attorns to the jurisdiction of the courts of the Province of Alberta.

ARTICLE 8

ACCEPTANCE OF LEASE

- 8.01 The Commission hereby accepts this lease of the above described premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

ARTICLE 9
RIGHT OF RENEWAL

- 9.01 Provided that the Commission has abided by the terms and conditions of the Lease, including timely payment of lease costs asset out herein, the Municipality does hereby grant to the Commission an irrevocable right to renew this Lease for a term of TEN (10) YEARS, after the expiry of the initial agreement, on the same terms and conditions as are contained in this Lease including the rate of lease payment and the option to renew for a further term of TEN (10) years. If that second option to renew is exercised, it shall be on the same terms and conditions in this Lease except the option to renew.
- 9.02 This option to renew this Lease shall be exercised by written notice to the Municipality and given not later than THREE (3) MONTHS before the expiration of the term then in effect.

IN WITNESS WHEREOF the parties have executed this Agreement under seal this _____ day of _____, 20_____.

COUNTY OF ST. PAUL NO. 19

Per: _____

Per: _____

**EVERGREEN REGIONAL
WASTEMANAGEMENT SERVICES
COMMISSION**

Per: _____

Per: _____

TOWN OF ELK POINT

Per: _____

Per: _____

SCHEDULE "A"
EXISTING IMPROVEMENTS

Salt Trap Shed 100% owned by the County of St. Paul No. 19. Built in 2016 PW-400

Storage Building 100% owned by the County of St. Paul No. 19. Built in 2016 PW-108



Request for Decision

Council Meeting: March 12, 2019

8.9 County and Town of St. Paul Facilities Operating Agreement and Lease Agreement with ERWMSC

Request

The Facilities Operating Agreement and the Lease Agreement between the County and Town of St. Paul and the Evergreen Regional Waste Management Services Commission are being presented to Council for approval. The Evergreen Commission has reviewed the agreements and recommended to send them to the commission partners for approval. The Agreements have been reviewed by the St. Paul Transfer Station Committee. And, they have also been vetted by Legal Counsel and insurance.

Alternatives

Recommendation

Administration is recommending approving the Facilities Operating Agreement between the County and Town of St. Paul and the Evergreen Regional Waste Management Services Commission to operate a facility at the following location:

- St. Paul Waste Transfer Facility; PSE 16-58-9-W4th/10259772 2A Parcel B

Administration is recommending to approve the Lease Agreement between the County and Town of St. Paul and the Evergreen Regional Waste Management Services Commission to lease the following lands:

- PSE 16-58-9-W4th/10259772 2A Parcel B

for the operation and maintenance of a waste management facility.

Submitted by: Tim Mahdiuk, Director of Community Services

FACILITIES OPERATING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2019.

BETWEEN:

COUNTY OF ST. PAUL NO. 19 & TOWN OF ST. PAUL

(the "OPERATOR")

AND

EVERGREEN REGIONAL WASTE MANAGEMENT SERVICES COMMISSION

(the "COMMISSION")

WHEREAS:

- A. Evergreen Regional Waste Management Commission is a regional services commission established pursuant to Part 16.1 of the *Municipal Government Act* (Alberta) and the Evergreen Regional Waste Management Services Commission Regulation for the purpose of providing solid waste management services;
- B. The Operator is a municipality incorporated pursuant to the *Municipal Government Act* and a member of the Commission;
- C. The Commission leases lands (the "Lands") legally described as:

Rural Legal: PSE 16-58-9-W4th
Urban Legal: 10259772 2A

(the "Lands");

upon which certain facilities, as defined herein and set out in Schedule "A" to this Agreement (the "Facilities") are located;
- D. The Commission desires to engage the Operator to operate the Facilities, upon and subject to the further terms and provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES and the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS AND SCHEDULES

1.1 Definitions

Capitalized words used in this Agreement shall have the meanings set forth below:

- a. "Agreement" means this Facilities Operating Agreement between the Commission and the Operator, including all terms, conditions and recitals contained herein and all Schedules attached hereto.
- b. "AEPEA" means the *Alberta Environmental Protection and Enhancement Act* (Alberta) and regulations enacted thereunder as amended or replaced from time to time.
- c. "Approval" means the lawful permission(s) granted to the Commission to operate the Facilities.
- d. "Good Solid Waste Landfill Operating Practices" means the standard of practice attained by exercising that degree of knowledge, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and which is expected to accomplish the desired result consistent with governing laws and regulations, reliability, safety of the public, safety of personnel and expediency, but is not restricted to the optimum practice or course of action to the exclusion of all others but rather to the spectrum of reasonable practices, methods or acts;
- e. "Initial Term" has the meaning given to it in section 5.1.
- f. "Operations" means those operations more particularly identified in the Operations Manual.
- g. "Operations Manual" means the operations manual prepared for the Commission, as amended from time to time by the Commission acting reasonably after consultation with the Operator, the most recent version of which is attached hereto as Schedule "B".
- h. "Permits" means all permits and authorizations that are or may be required to operate the Facilities.
- i. "Facilities" means facilities used to gather, collect, hold, store, remove or transfer Waste and includes any system used to move waste from one area to another so that it can be disposed of or temporarily moving and storing Waste until it is eventually disposed of. For further certainty, Facilities includes those waste transfer and landfill (if any) facilities described and referred to in the Operations Manual attached hereto as Schedule "B".

- j. “Waste” means any solid or liquid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposing of including refuse, garbage and includes anything that is useless, unwanted or discarded materials which results from society’s normal activities and which may be of a household, domestic, agricultural, commercial or industrial nature, excluding sewage and non-household hazardous waste.

1.2 Schedules

The following Schedules are attached hereto and incorporated into this Agreement.

Schedule “A” – Lands and Facilities

Schedule “B” – Operations Manual

ARTICLE 2 OPERATIONS

2.1 Engagement of Operator

The Commission hereby engages the Operator to operate, and the Operator agrees to operate the Facilities for and on behalf of the Commission, upon and subject to the terms and provisions of this Agreement. The Facilities will be located on the Lands. Unless otherwise agreed in writing between the parties, the Commission shall not have any rights of ownership in the Lands.

2.2 Scope of Operations

The scope of Operations to be conducted by the Operator as contract operator of the Facilities are generally described in the Operations Manual. Notwithstanding the foregoing, in carrying out Operations hereunder, the Operator shall be responsible for conducting all operations necessary to operate the Facilities at the standards set out herein, whether or not such operations are described in the Operations Manual, other than those operations or activities which the Commission has expressly agreed to be responsible for pursuant to this Agreement. Any standards which apply to the Operation of the Facilities must be reasonable. Any change in such standards made by the Commission after this Agreement is executed shall only come into effect after notification to the Operator.

2.3 Conduct of Operations

- a. Subject to Section 2.4, Operator shall conduct the Operations in accordance with Good Solid Waste Operating Practices, in compliance with governing laws and regulations, including applicable Approvals and Permits and, to the extent not inconsistent with the foregoing, in accordance with the policies and procedures set forth in the Operations Manual, as amended from time to time.
- b. In performing or causing the performance of its obligations under this Agreement the Operator:
 - i. subject to Section 2.6 herein, shall not be entitled to use sub-contractors in the performance of the Operations without the prior written approval of the Commission which approval may be withheld by the Commission in its sole discretion;
 - ii. shall employ the quantity and quality of personnel necessary for the effective and efficient performance of Operations;
 - iii. shall at all times be responsible for its employees; and
 - iv. shall ensure that its employees are trained, competent and certified in performing the Operations and shall use reasonable care in performance of the Operations.

2.4 Modifications to the Operations Manual

The Operator recognizes that the Operations Manual will be subject to review by the Commission and that changes or modifications to the Operations Manual may be made by the Commission, in its full discretion. The Commission will give notice to the Operator of any changes or modifications to the Operations Manual within THIRTY (30) DAYS from the date the change or modification was approved by the Commission and the Operator will carry out the Operations in accordance with the modified Operations Manual.

2.5 Permits and Governmental Reporting Obligations

The Commission shall be responsible for obtaining and maintaining all necessary Approvals and Permits associated with the Facilities and for complying with all necessary regulatory reporting requirements imposed by the Approvals and Permits and governing laws including but not limited to the AEPEA. Nothing from the foregoing relieves the Operator of its obligation to conduct the Operations in accordance with the requirements of this Agreement including those set out in Section 2.3 of this Agreement.

2.6 Subcontractors

- a. Notwithstanding Section 2.3(b)(1) of this Agreement the Operator may use sub-contractors to provide materials and services which are not operational and in nature and which relate solely to routine and ordinary maintenance of the Lands or Facilities, including: the supply and placement of gravel and similar materials, road maintenance, fence repair, and repairs to and maintenance of attendant structures. In addition to the foregoing, the Operator may use sub-contractors when responding to releases of substances in which case the Operator shall at its sole cost and expense retain such sub-contractors and take such steps as are required to respond to the release of the substance and remediate the area of the release in accordance with all applicable legislative, regulatory and operational requirements.
- b. The Operator may only use sub-contractors for services related to the transfer of materials from the Lands (including metals, electronic waste, oil, tires, propane bottles, household hazardous waste, pesticide and herbicide containers, cardboard, batteries, florescent tubes and Freon) and monitoring the wells located in the proximity of the Facilities if the services are provided by the Commission or its designated sub-contractor. If refunds, commissions or fees are paid to the Commission as a result of services provided to the Operator by the Commission's designated sub-contractor, the refunds, commissions or fees in question shall be distributed to the Operator and any other municipality that is a member of the Commission and received such services based on the municipality's on a proportionate basis as determined by the Commission in its sole discretion from time to time.

2.7 Operator's Employees

The Operator acknowledges that with respect to its employees, that it is responsible for all aspects arising out of the employer-employee relations between it, and each such employee, including, without limitation, the provision of supervision, responsibility for hiring, dismissal, discipline, direction and control, the payment of salary, the withholding and remittance of taxes, pension plan contributions, unemployment insurance, health care, worker's compensation and any other premiums and amounts generally payable by an employer in respect of an employee.

2.8 Alterations to Facilities

The Operator may at its sole cost and expense take all steps necessary to maintain and operate the Facilities upon the Lands make such modifications or alterations to the Lands as are required for the maintenance and operation of the Facilities. The Operator shall not alter or remove any building, equipment, fixture, improvement or structure which has been funded or placed on the Lands by the Commission without written permission from the Commission.

ARTICLE 3

OPERATOR EXPENSES, FEES AND GST

3.1 Operator Expenses

The Commission may, in its sole discretion, from time to time agree to pay certain expenses of the Operator, under this Agreement. The Commission shall only be responsible for the payment of those expenses of the Operator which the Commission has approved in writing. Unless otherwise agreed in writing any monies collected at the Facilities are to be retained by the Operator of the Facilities.

3.2 Interest Payable on Outstanding Amounts

All fees and other expenses payable by a party pursuant to this Agreement shall be invoiced by the party owed such fees or expenses, and such fees or other expenses come due as of the invoice date and shall be paid within THIRTY (30) DAYS of such date. All fees and other expenses which are not paid when due shall be subject to interest at the (bank) prime rate for commercial loans plus ONE (1%) PERCENT calculated from the date such fees or other expenses become due, to the date such fees or other expenses are paid.

3.3 GST

All amounts paid by the Commission to the Operator shall be subject to goods and services taxes, sales taxes, value added taxes, and other taxes imposed on the Operator with respect to the provision of services invoiced under this Agreement.

ARTICLE 4

INSPECTION & INFORMATION

4.1 Access and Inspection of the Facilities

The Commission retains all rights with respect to the Facilities not expressly granted to the Operator. For greater certainty, but not to restrict the generality of the foregoing, the Commission shall have the right for its representatives to have unimpeded access to the Facilities at any time and the Commission has the right to inspect the Operator's operation of the Facilities for any purpose, including the Operator's compliance with this Agreement.

4.2 Duty to Provide Information

When requested to do so, each party shall use reasonable efforts to provide the other with information in sufficient quantity and quality so to facilitate discharge of their respective duties and functions under this Agreement.

4.3 Monthly Site Operations Report

The Operator will prepare and maintain in its records monthly site operations reports in a form and with contents satisfactory to the Commission, which shall at a minimum include a list of recyclables and inventory for the Facilities. The Operator will provide its monthly site operation reports, and any other information that the Commission may request in relation to said reports, as requested by the Commission from time to time.

4.4 Annual Compliance Audit

Without limiting the generality of any other provision of this Agreement, in every year that the Agreement exists between the parties, the Commission shall complete an Annual Compliance Audit of the Facilities on a date to be determined in the full discretion of the Commission. The Operator will answer any inquiries and will provide any information requested by the Commission which is required to complete the Annual Compliance Audit.

4.5 Maintenance of Records

The Operator shall maintain accurate records of operating and technical information for a period of seven (7) years relating to the matters contemplated under the Agreement in such a manner that any data required to verify any payment obligations or operating information shall be available to the Commission for the purposes of conducting an audit pursuant to section 4.6.

4.6 Right to Audit Books and Records

The Commission shall have the right, on reasonable written notice to the Operator, not more than once a year, at its sole expense, during the normal business hours, during the term of this Agreement and for a period of TWO (2) YEARS following termination of this Agreement, to have access to and inspect the books and records of the Operator to audit any amounts invoiced by the Operator to the Commission under this Agreement. If, as a result of such audit, monies are found to be owing by one party to the other party, the party owing such amounts shall promptly pay such amounts to other party.

ARTICLE 5 TERM AND TERMINATION

5.1 Initial Term and Renewal Terms

Subject to earlier termination, as provided herein, this Agreement shall commence on the Effective Date and shall continue for a period of TEN (10) YEARS (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for TWO (2) successive TEN (10) year terms (each one a "Renewal Term") unless, not less than THREE (3) MONTHS prior to the expiry of the Initial or Renewal Term, either party gives notice to the other party of its intent to terminate this agreement.

5.2 Early Termination

This Agreement may be terminated prior to the expiry of the Initial Term or the Renewal Term without penalty or payment:

- a. by the Commission, without cause, on providing ONE (1) YEAR written notice of its intent to terminate this Agreement;
- b. by the Operator, without cause, on providing ONE (1) YEAR written notice of its intent to terminate this Agreement which notice period may be waived or shortened by the Commission in its sole discretion;
- c. by either party:
 - i. if the Defaulting party is in breach of any of its obligations under this Agreement, which breach is not cured within TEN (10) DAYS after delivery of written notice by the non-defaulting party to the Defaulting party, specifying such breach; provided that, if the breach is such that TEN (10) DAYS is not sufficient to rectify the breach, this Agreement may not be terminated by the non-defaulting party if the Defaulting party is then diligently rectifying such breach, and continues to do so until the default is cured;
 - ii. if either party takes the benefit of or become subject to bankruptcy or insolvency legislation, or if a receiver, receiver-manager, trustee or other official shall take control of any of such party's business or assets, or upon the dissolution of either party pursuant to the provision of the *Municipal Government Act* (Alberta) or other relevant legislation than either party may, in its sole discretion, upon written notice, terminate this Agreement forthwith.

5.3 Post Termination Obligations

Upon notice of termination of this Agreement being given pursuant to section 5.2, the parties shall meet to discuss a plan for the orderly and efficient transition of operatorship of the Facilities back to the Commission or to any person designated by the Commission. Each party shall use all reasonable commercial efforts to effect the termination of this Agreement in an orderly and efficient manner. Upon termination, all fees which have accrued or which are due and owing by a party to the other party shall immediately become due and payable.

5.4 Return of Facilities

At the termination of this Agreement the Operator shall relinquish and surrender, in good condition, any improvements, structures, or buildings caused to be made to or at the Facilities by the Operator, the Commission, or others.

ARTICLE 6 INSURANCE

6.1 Operator's Insurance Coverage

Without in any way limiting the liability of the Operator under this Agreement, the Operator shall obtain and maintain in force during the Term the following insurance, all satisfactory to the Commission, acting reasonably;

- a. standard automobile, bodily injury and property damage insurance providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- b. a comprehensive general liability insurance policy providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. contractual liability including this Agreement;
 - iii. broad form property damage endorsement; and
 - iv. sudden and accidental environmental liability.
- c. Workers' Compensation coverage for all employees engaged by the Operator in accordance with the laws of the Province of Alberta;

- d. In cases where Workers' Compensation coverage is unavailable employer's liability insurance respecting employees of the Operator with limits of liability of not less than Five Million (\$5,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee engaged by the Operator; and
- e. such other insurance as the Commission may from time to time reasonably require.

6.2 Insurance Certificate

- a. The Operator shall upon request provide to the Commission evidence of renewal of the insurance policies required in section 6.1 within thirty (30) days following the date upon which the applicable policy must be renewed which insurance policy shall name the Commission as an additional insured and not be capable of cancellation or substantial modifications without a minimum of THIRTY (30) DAYS prior written notice to the Commission.
- b. Upon a request by the Commission, the Operator shall provide to the Commission certificates of insurance evidencing compliance with section 6.1 of this Agreement and such certificates shall be provided within FIVE (5) DAYS from the date that the request is made; and the Operator shall deliver to the Commission, with in FIVE (5) DAYS upon request, its certificate number from the appropriate Worker's Compensation Board or Commission, showing the Operator has registered and is in good standing with such Board or Commission.

6.3 Notice of Claim

The Operator shall notify the Commission of any claim or potential claim of which it becomes aware against the Operator's insurance policies. The Commission shall notify the operator of any claim or potential claim which it becomes aware which arises from the Operator operating the Facilities or from the Commission overseeing the operation of the Facilities.

ARTICLE 7 FORCE MAJEURE

7.1 Meaning of Force Majeure

For the purposes of this Agreement, the term "Force Majeure" means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure.

7.2 Consequences of Force Majeure

Should either party become unable to fulfill its obligations under this Agreement due to an event of Force Majeure, the following shall apply:

- a. the affected party shall notify the other party in writing, of the occurrence of the Force Majeure as soon as practicable;
- b. the affected party shall not be required to fulfill its obligation under this Agreement while the event of Force Majeure continues;
- c. the affected party shall use all reasonable commercial means to reduce the consequences of the event of Force Majeure; and
- d. neither party shall be responsible for, nor liable to the other party for, any loss or damage which the other may suffer or incur as a result of the inability of the Affected party to perform its obligations under this Agreement due to an event of Force Majeure.

ARTICLE 8 LIABILITY AND INDEMNITY

- 8.1 Neither party shall have liability of any nature whatsoever to the other party for any losses or damages suffered or sustained, either directly or indirectly, by the other party including without limitation, loss of profit, as a result of the termination of this Agreement, whether the termination was with or without cause.
- 8.2 The Operator shall be liable to and shall indemnify and hold harmless the Commission, its employees and agents, from any demands, losses, costs, damages, actions, claims, proceedings, penalties and expenses, including legal costs on a full indemnity solicitor and own client basis, whatsoever that may arise, directly, or indirectly, out of any act or omission of the Operator, the Operator's agents, employees, subcontractors or representatives, in the performance of this Agreement.
- 8.3 The Commission shall not be liable for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Operator, its employees, representatives or subcontractors in the performance of this Agreement.

ARTICLE 9 DISPUTE RESOLUTION

9.1 Negotiations

The parties shall first attempt to resolve any dispute relating to this Agreement by good faith negotiations. If, after TWENTY (20) DAYS, it becomes apparent to the parties that the dispute will not be resolved by such negotiations, then either party may request that the dispute be submitted to final and binding arbitration.

9.2 Submission of Dispute to Arbitration

If a dispute is submitted to arbitration pursuant to Section 11.1, such arbitration shall be conducted pursuant to the provisions of the *Arbitration Act* (Alberta), and the following shall apply:

- a. the party desiring arbitration shall nominate one arbitrator and shall notify the other party in writing of the nomination. The notice shall set forth a brief description of the matter submitted for arbitration. The other party shall, within TEN (10) DAYS after receiving such notice, nominate an arbitrator and the two arbitrators shall select a chairman of the arbitration tribunal to act jointly with them. The parties will act reasonably and in good faith to select arbitrators who are objective and who are suitably qualified by education or professional experience to deal with the matters, which are the subject of the arbitration. If the nominated arbitrators are unable to agree on the selection of a chairman within ten days after the second arbitrator is nominated, the parties or either one of them may apply to the Alberta Court of Queen's Bench to have the chairman appointed;
- b. if the party receiving the notice of the nomination of an arbitrator by the party desiring arbitration fails within ten days to nominate an arbitrator, then the arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he shall think fit and his decision shall, subject to the provisions of this Agreement, be binding upon the parties;
- c. subject to the provisions of this Agreement, the written decision of the arbitrators and chairman, or any of two of them, shall be binding upon the parties both in respect of procedure and the conduct of the parties during the proceedings and final determination of the issues. Any written award or decision of the arbitrators shall not repeat or recite any evidence which is proprietary or confidential to either party;
- d. notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the parties so agree, in which event the provisions of this Section shall apply, mutatis mutandis; and
- e. the costs of arbitration shall be borne by the parties as may be specified in the arbitrator's decision.

ARTICLE 10 NOTICES

10.1 Notice

Notices shall be in writing and shall be delivered personally or sent by fax or email to the addresses set out in section 11.2. Any notice given by fax or email delivery shall be deemed to be given at the commencement of the next business day. Either party may change its address for notice and shall immediately advise the other in writing of the new address.

10.2 Addresses for Notice

- a. The address for service of notice to the Operator is:

County of St. Paul No. 19
5015 – 49 Avenue
St. Paul, AB T0A 3A4
Chief Administrative Officer
(780) 645-3301
(780) 645-3104
countysp@county.stpaul.ab.ca

- b. The address for service of notice to the Operator is:

Town of St. Paul
Box 1480
St. Paul, AB T0A 3A0
Chief Administrative Officer
(780) 645-4481
(780) 645-5076
townhall@town.stpaul.ab.ca

- c. The address for service of notice to the Commission is:

Evergreen Regional Waste Management Services Commission
Box 3
Lafond, AB T0A 2J0
Manager
(780) 646-6125
evergreenwaste@mscnet.ca

ARTICLE 11

INTERPRETATION

11.1 Headings

The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and shall not affect or be considered in the construction or interpretation of this Agreement.

11.2 Articles and Sections

References in this Agreement to articles, sections or subsections mean a reference to an article, section or subsection of this Agreement.

11.3 Statutes

A reference in this Agreement to all or any part of any statute shall be deemed to include all regulations, orders and guidelines prescribed or published pursuant to such statute, all as amended from time to time.

11.4 Derivative Terms

Words importing the singular shall include the plural and vice versa and words importing gender shall include all genders. Capitalized words used herein shall be deemed to include all derivatives of such words.

ARTICLE 12 GENERAL

12.1 Relationship of parties

No party shall, by virtue of this Agreement, in any way or for any purpose, be or be deemed to become a partner or agent of the other party in the conduct of any business, or otherwise be or be deemed to become a member of a joint venture or joint enterprise with the other party. Nothing in this Agreement confers on a party any agency or attorney status to act on behalf of or bind the other party. No party shall, by virtue of this Agreement, in any way or for any purpose, incur fiduciary obligations to the other party.

12.1 Confidential Information

Each party shall keep in the strictest of confidence any information or records which is provided to it by the other party. Any such information or records shall not be disclosed to any third party without written consent of the party who provided the information, unless required by law.

12.2 Assignment of Agreement

This agreement shall not be assigned or sub-contracted in whole or in part without the prior written consent of the Commission and such consent remains in the sole discretion of the Commission.

12.3 Waiver

A waiver by a party of a breach of this Agreement shall not operate as a waiver of any future breach, whether of a like or different nature, except to the extent specifically provided in such earlier waiver. No failure on the part of either party to this Agreement to exercise any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or of any other right or remedy in law or in equity or by statute, except as otherwise expressly set out in this Agreement.

12.4 Amendments

Except as otherwise provided herein, this Agreement may only be amended by the mutual consent of the parties, expressed in writing.

12.5 Entire Agreement

This Agreement represents the entire agreement of the parties in relation to the subject matter hereof and supercedes and replaces any and all prior agreements, written or oral, between them.

12.6 Severance

If any provision or provisions of this Agreement, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.7 Survival

Any obligations and duties which by their nature extend beyond the lapse, expiry or termination of this Agreement shall survive any lapse, expiry or termination of this Agreement and remain in effect. For greater certainty but not so as to restrict the generality of the foregoing, the confidentiality, warranty and indemnity provisions contained herein shall survive the lapse, expiry or termination of this Agreement.

12.8 Governing Law

This Agreement shall be governed by the local domestic law of the Province of Alberta and each party hereto attorns to the jurisdiction of the courts of the Province of Alberta.

12.9 Further Assurances

The parties agree to do such things, and execute and deliver such agreements, documents and instruments, for no additional consideration, at the request of the other party, as may be necessary to carry out and give full effect to the terms and provisions of this Agreement.

12.10 Enurement

This Agreement shall enure to the benefit of and be binding upon the heirs, assigns and successors of the parties hereto.

IN WITNESS WHEREOF the parties have entered into this Agreement on the date first written above.

EVERGREEN REGIONAL WASTE MANAGEMENT SERVICES COMMISSION

Per: _____

Per: _____

COUNTY OF ST. PAUL NO. 19

Per: _____

Per: _____

TOWN OF ST. PAUL

Per: _____

Per: _____

SCHEDULE “A”
Lands and Facilities

St. Paul Waste Transfer Facility PSE 16-58-9-W4th/10259772 2A Parcel B 58213 Rge Rd 93A

SCHEDULE “B”
Operations Manual

LEASE AGREEMENT

EFFECTIVE THIS _____ DAY OF _____, 2019.

BETWEEN:

COUNTY OF ST. PAUL NO. 19 & TOWN OF ST. PAUL
(hereinafter referred to as "the Municipality")

OF THE FIRST PART

- and -

**EVERGREEN REGIONAL WASTE MANAGEMENT
SERVICES COMMISSION**
(hereinafter referred to as "the Commission")

OF THE SECOND PART

WHEREAS the Municipality is the registered owner of those certain land and premises legally described as follows:

Rural Legal: PSE 16-58-9-W4th
Urban Legal: 10259772 2A

(the "Lands");

AND WHEREAS the Municipality is a member of the Evergreen Regional Waste Management Services Commission, a regional services commission pursuant to Part 16.1 of the *Municipal Government Act* (Alberta) and the Evergreen Regional Waste Management Services Commission Regulation;

AND WHEREAS the Municipality wishes to enter into this Agreement and lease the Lands to the Commission and the Commission wishes to lease the Lands from the Municipality for the purpose of operation and maintenance of the waste management facilities (the "Facilities") located on the Lands ;

WITNESS THEREFORE that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Municipality and on the part of the Commission respectively, to be paid, observed, and performed, the sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree each with the other as follows:

ARTICLE 1
GRANT OF LEASE

- 1.01 The Municipality hereby leases the Lands to the Commission be held by the Commission as tenant for a term of TEN (10) YEARS commencing on the effective date of this Agreement and subject to prior termination in the events hereinafter set forth, at the rental and subject to the covenants, terms and conditions hereinafter set forth and which the Municipality and the Commission agree to observe and perform as the same may be applicable to each of them respectively.
- 1.02 The Commission shall be at liberty to terminate this Agreement, without cause, upon ONE (1) YEAR written notice. Upon exercising the right of termination, the Commission shall have no liability for any nature whatsoever to the Municipality for any losses or damages suffered or sustained, either directly or indirectly, by the Municipality including without limitation, loss of profit, as a result of the termination of this Agreement
- 1.03 The Municipality shall be at liberty to terminate this Agreement, without cause, upon written notice to the Commission provided however that such termination shall not become effective until:
- a. the Facilities has been decommissioned and the Lands remediated, restored, and if applicable reclaimed in accordance with all applicable legislative and regulatory requirements in effect at the time of the effective date of the termination, or;
 - b. the Municipality assumes all existing and future regulatory responsibilities and liability with respect to the Facilities which shall include the amendment or transfer of any notification submitted under the *Environmental Protection and Enhancement Act* (Alberta), or equivalent legislation, to identify and the Municipality or its designate as the person responsible for the Facilities
- and the Municipality has indemnified the Commission, in a form and on terms and conditions satisfactory to the Commission, with respect to any claims arising as a result of the existence or operation of the Facilities on the Lands.
- 1.04 The Commission covenants and agrees to pay to the Municipality in lawful money of Canada a basic annual lease payment in the sum of ONE (\$1.00) DOLLAR per year payable in advance on the first day of each year of the term of the Lease.

ARTICLE 2
COVENANTS OF THE COMMISSION

THE COMMISSION COVENANTS AND AGREES WITH THE MUNICIPALITY AS FOLLOWS:

- 2.01 To use the Lands only and solely for the purpose of the operation and maintenance of the Facilities located on the Lands. For the purpose of this Lease, "Facilities" shall have the meaning set out in the Facilities Operating Agreement between the Municipality and the Commission dated _____, 2019
- 2.02 To pay and discharge any and all taxes, charges, rates, duties, license fees or assessments levied in respect of the operations of the Commission on the Lands, or in respect of the occupancy of the Lands by the Commission. Notwithstanding the foregoing, the parties agree that all and every cost, expense, rate, tax or charge in any way related to the Lands will be borne by the Municipality.
- 2.03 To permit the Municipality or its agents, with or without workmen or others, at all reasonable times during the term hereof and upon no less than FORTY EIGHT (48) hours' notice to the Commission, to enter the Lands for the purpose of viewing and inspecting the condition thereof.
- 2.04 Except as specifically provided for in this Article, the Commission will not assign, sublet or license this lease or the Lands or any part thereof (other than to a subsidiary or other affiliate of the Commission) without first obtaining the consent of the Municipality.
- 2.05 The Commission may take all steps necessary to maintain the Facilities upon the Lands and the Commission may make such modifications or alterations to the Facilities or Lands as is required for the operation of the Facilities. No other developments may be constructed by the Commission without the Municipality's prior written consent, which said consent the Municipality covenants not to unreasonably withhold.
- 2.06 The Commission shall not cause, permit or suffer any caveat, builder's lien, or other encumbrance to be maintained against the Municipality's title to the Lands without the prior written consent of the Municipality, except this Lease or a caveat or other registration based thereon.
- 2.07 The Commission shall indemnify the Municipality against all claims by any person, firm or corporation arising as a result of the negligence or deliberate wrongdoing of the Commission or its employees, servants or agents and against all expenses and liabilities incurred in any claim or action brought thereon.

2.08 Commission's Insurance Coverage

Without in any way limiting the liability of the Commission under this Agreement, the Commission shall obtain and maintain in force during the Term the following insurance, all satisfactory to the Municipality, acting reasonably;

- a. a comprehensive general liability insurance policy providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. contractual liability including this Agreement;
 - iii. broad form property damage endorsement; and
 - iv. sudden and accidental environmental liability.

ARTICLE 3 **COVENANTS OF THE MUNICIPALITY**

THE MUNICIPALITY COVENANTS AND AGREES WITH THE COMMISSION AS FOLLOWS:

- 3.01 That for so long as this Lease is in effect the Municipality warrants that the Commission shall have and shall continue to be entitled to continuous and uninterrupted peaceful, exclusive and quiet possession of and access to the Lands for the term hereby granted and any renewals thereof.
- 3.02 The Municipality further agrees that the Commission may make such modification or alterations to the Lands as are required for the maintenance and operation of the Facilities. No other developments may be constructed by the Commission without the Municipality's prior written consent, which said consent the Municipality covenants not to unreasonably withhold.
- 3.03 The Municipality shall indemnify the Commission against all claims by any person, firm or corporation arising as a result of the negligence or deliberate wrongdoing of the Municipality or its employees, servants or agents and against all expenses and liabilities incurred in any claim or action brought thereon.
- 3.04 Municipality's Insurance Coverage

Without in any way limiting the liability of the Municipality under this Agreement, the Municipality shall obtain and maintain in force during the Term the following insurance, all satisfactory to the Commission, acting reasonably;

- b. a comprehensive general liability insurance policy providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. contractual liability including this Agreement;
 - iii. broad form property damage endorsement; and
 - iv. sudden and accidental environmental liability.

ARTICLE 4

OTHER COVENANTS

- 4.01 The Municipality shall insure the Lands and Facilities against fire and all other extended coverage perils (including lightning, explosion and vandalism) for the full replacement value thereof and shall maintain such insurance throughout the term of this Lease and any renewal hereof.
- 4.02 If and whenever the Municipality shall default in performing or observing any of its covenants or obligations under this Lease, and the Commission shall have given the Municipality notice of such default, and at the expiration of THIRTY (30) DAYS after the giving of such notice, the default shall continue to exist (or, in the case of a default which cannot with due diligence be cured within the period of THIRTY (30) DAYS, the Municipality shall have failed to proceed promptly after the giving of such notice to begin to cure the same or shall hereafter have failed to carry out the curing of the default with diligence) then the Commission may, at its exclusive option, and without notice, forthwith terminate this Lease, anything contained herein or any statute or law to the contrary notwithstanding, or alternatively, withhold any reasonable portion of rentals until such time as the default has been cured.
- 4.03 On the expiration or earlier termination of this Lease, the Commission may remove all building and structures placed by or constructed by the Commission upon the Lands at the Commission's expense during the term of this Lease. The Commission shall repair any damage to the Lands caused by such removal. Any such buildings and structures not removed by the Commission within THREE (3) months of the expiry or termination of the Lease become the sole property of the Municipality and the Commission's right to remove the same is then at an end. Notwithstanding the foregoing, the parties acknowledge and agree that any buildings and structures placed by or constructed upon the Lands prior to the commencement of this Lease, as set out in Schedule "A" of this Agreement, are the sole property of the Municipality, and the Municipality shall be entitled to retain such buildings and structures following the expiry or termination of this Lease.

ARTICLE 5

ACKNOWLEDGMENTS OF TENANT

- 5.01 The Commission acknowledges that the Municipality and the Municipality's agents have not made, does not make, and shall not be required to provide any warranty or representation with respect either to the condition of the Lands (environmental or otherwise) or the contents of any environmental assessment, or as to the thoroughness or accuracy of the site investigations and other analyses conducted in the preparation of any environmental assessment.

ARTICLE 6 **NOTICES**

- 6.01 Notices shall be in writing and shall either be delivered personally, sent by prepaid registered mail or sent by fax or e-mail to the addresses set out in Section 6.02. Any notice given by fax or e-mail delivery shall be deemed to be given at the commencement of the next business day. Any notice sent by mail shall be deemed to have been received by the fifth business day following the date of mailing. In the event of a disruption in postal service, notice must be personally delivered or sent by fax. Either party may change its address for notice and shall immediately advise the other in writing of the new address.

6.02 Addresses for Notice

- a. The address for service of notice to the Municipality is:

County of St. Paul No. 19
5015 – 49 Avenue
St. Paul, AB T0A 3A4
Chief Administrative Officer
(780) 645-3301
(780) 645-3104
countysp@county.stpaul.ab.ca

- b. The address for service of notice to the Municipality is:

Town of St. Paul
Box 1480
St. Paul, AB T0A 3A0
Chief Administrative Officer
(780) 645-4481
(780) 645-5076
townhall@town.stpaul.ab.ca

- c. The address for service of notice to the Commission is:

Evergreen Regional Waste Management Services Commission
Box 3
Lafond, AB T0A 2J0
Manager
(780) 646-6125
evergreenwaste@mcsnet.ca

ARTICLE 7

GENERAL

- 7.01 No waiver by one party of a breach of any of the obligations, agreements or covenants by the other party shall be a waiver of any subsequent breach of any other obligation, agreement or covenant, nor shall any forbearance by the one party to seek a remedy for any breach by the other party be a waiver by the first party of its rights and remedies with respect to such or any subsequent breach.
- 7.02 The terms of this Agreement may be amended only by the written consent of both parties to this Agreement.
- 7.03 If at the expiration of the original term or any renewal term (if exercised or taken hereunder) of this Lease, the Commission shall hold over for any reason, the tenancy of the Commission thereafter shall be from month-to-month only, and shall be subject to all terms and conditions of this Lease, except as to duration, in the absence of a written agreement to the contrary.
- 7.04 The word "Municipality" wherever it occurs herein shall mean and extend to and include the Municipality, its successors and permitted assigns; and the word "Commission" shall mean and extend to and include the Commission, its successors and permitted assigns.
- 7.05 The captions and headings in the Lease are for convenience of reference only, and shall not affect the interpretation of any provision or its scope or intent
- 7.06 This Agreement is governed by the laws of Alberta and each party attorns to the jurisdiction of the courts of the Province of Alberta.

ARTICLE 8

ACCEPTANCE OF LEASE

- 8.01 The Commission hereby accepts this lease of the above described premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

ARTICLE 9
RIGHT OF RENEWAL

- 9.01 Provided that the Commission has abided by the terms and conditions of the Lease, including timely payment of lease costs asset out herein, the Municipality does hereby grant to the Commission an irrevocable right to renew this Lease for a term of TEN (10) YEARS, after the expiry of the initial agreement, on the same terms and conditions as are contained in this Lease including the rate of lease payment and the option to renew for a further term of TEN (10) years. If that second option to renew is exercised, it shall be on the same terms and conditions in this Lease except the option to renew.
- 9.02 This option to renew this Lease shall be exercised by written notice to the Municipality and given not later than THREE (3) MONTHS before the expiration of the term then in effect.

IN WITNESS WHEREOF the parties have executed this Agreement under seal this _____ day of _____, 20_____.

COUNTY OF ST. PAUL NO. 19

Per: _____

Per: _____

**EVERGREEN REGIONAL
WASTEMANAGEMENT SERVICES
COMMISSION**

Per: _____

Per: _____

TOWN OF ST. PAUL

Per: _____

Per: _____

SCHEDULE “A”
EXISTING IMPROVEMENTS



Request for Decision

Council Meeting: March 12, 2019

8.10 Regional Deputy Fire Chief Joint Servicing Agreement

Request

The Regional Deputy Fire Chief Joint Servicing Agreement was reviewed by the Joint Elk Point and St. Paul Fire Committees. The committees approved the agreement and recommended to forward the agreement to the respective Councils for approval.

The Agreement is attached. The term of the agreement is commencing on August 13, 2018, the date the Regional Fire Chief was hired. It is to be reviewed a minimum of once every five years from that date.

Alternatives

Recommendation

Administration is recommending to approve the Deputy Fire Chief Joint Servicing Agreement, with the term commencing August 13, 2018.

Submitted by: Tim Mahdiuk, Director of Community Services

REGIONAL DEPUTY FIRE CHIEF JOINT SERVICING AGREEMENT

THIS AGREEMENT MADE ON _____, 20_____.

BETWEEN

The County of St. Paul No. 19

A Municipal Corporation in the Province of Alberta

Hereinafter called "the County"

OF THE FIRST PART

AND

The Town of Elk Point

A Municipal Corporation in the Province of Alberta

Hereinafter called "Elk Point"

OF THE SECOND PART

AND

The Town of St. Paul

A Municipal Corporation in the Province of Alberta

Hereinafter called "St. Paul"

OF THE THIRD PART

WHEREAS the County, St. Paul, and Elk Point have agreed to work together through a Regional Deputy Fire Chief to carry out regional training and administrative plans and programs for Fire Services within their respective municipalities.

NOW THEREFORE, this agreement witnesses that in consideration of the mutual covenant and undertaking herein, the parties agree as follows:

- 1) The three (3) partnering municipalities will cost share the annual salary and benefits pertaining to the Regional Deputy Fire Chief on a per capita basis as follows:

County of St. Paul No. 19	47%
Town of St. Paul	43%
Town of Elk Point	10%

The above cost share percentages are further subject to any current bilateral Joint Service Agreements between the three (3) partnering municipalities for Fire Services.

- 2) These per capita costs will be reviewed and adjusted if necessary, to reflect any changes in the Federal Census population data. A municipality may wish to undertake a municipal census at which point, the municipal census data will be used.
- 3) St. Paul will invoice the other partnering municipalities at a minimum of once a year for their respective share of the salary and benefits. The fiscal year shall be from January 1st to December 31st.
- 4) The position will report to the St. Paul Fire Chief in consultation with the County of St. Paul Director of Community Services. Core duties and responsibilities will be defined in the Job Description.
- 5) All parties agree that the Regional Deputy Fire Chief shall be an employee of St. Paul.
- 6) Should the position of Regional Deputy Fire Chief become vacant, it will be the responsibility of the CAO of St. Paul to fill the vacancy in accordance with the hiring policies of St. Paul. The selection committee shall consist of the CAOs of the partnering municipalities and the Director of Community Services for the County.
- 7) This Agreement will commence August 13th, 2018 and will be reviewed a minimum of once every five (5) years.
- 8) This Agreement may be terminated by written notice of intention to terminate given by the council of any party to the councils of the other parties not less than one (1) year prior to the intended termination date.
- 9) Any party withdrawing from this Agreement remains responsible for its share of salary and benefits of the Regional Deputy Fire Chief incurred up to the date of withdrawal and any severance, penalty, or other costs necessarily incurred by the Regional Deputy Fire Chief as a result of the withdrawal.
- 10) Each party shall indemnify its representatives from any liability that may arise as a result of that member acting as a member under this Joint Servicing Agreement.
- 11) **Binding Dispute Resolution Process**
 - a.) All parties agree to adopt the dispute resolution provisions as set out in the Appendix A of this agreement.
 - b.) All parties agree to abide by the Duty to Act in Good Faith.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by the hands of their duly authorized officers and the affixing of their respective seals on the date first written above.

SIGNED, SEALED, AND DELIVERED
in the presence of:

COUNTY OF ST. PAUL NO. 19

Per: _____
Chief Administrative Officer

Printed Name

Reeve

Printed Name

TOWN OF ELK POINT

Per: _____
Chief Administrative Officer

Printed Name

Mayor

Printed Name

TOWN OF ST. PAUL

Per: _____

Chief Administrative Officer

Printed Name

Mayor

Printed Name

Appendix A: Dispute Resolution Provision Schedule

1. Definitions

1.1 In this Schedule,

- a. “Initiating Party” means a party who gives notice under section 2 of this Schedule;
- b. “Mediation” means a process involving a neutral person as a mediator who assists the parties to a matter and any other person brought in with the agreement of the parties to reach their own mutually acceptable settlement of the matter by structuring negotiations, facilitating communication and identifying the issues and interests of the parties;
- c. “Mediator” means the person or persons appointed to facilitate by mediation the resolution of a dispute between the parties.

2. Notice of dispute

- 2.1 When a party believes there is a dispute under a framework and wishes to engage in dispute resolution, the party must give written notice of the matters under dispute to the other parties.

3. Negotiation

- 3.1 Within 14 days after the notice is given under section 2 of this Schedule, each party must appoint a representative to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.

4. Mediation

- 4.1 If the dispute cannot be resolved through negotiations, the representatives must appoint a mediator to attempt to resolve the dispute by mediation.
- 4.2 The initiating party must provide the mediator with an outline of the dispute and any agreed statement of facts.
- 4.3 The parties must give the mediator access to all records, documents and information that the mediator may reasonably request.
- 4.4 The parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute.
- 4.5 All proceedings involving a mediator are without prejudice, and, unless the parties agree otherwise, the cost of the mediator must be shared equally between the parties.

5. Report

- 5.1 If the dispute has not been resolved within 6 months after the notice is given under section 2 of this Schedule, the initiating party must, within 21 days, prepare and provide to the other parties a report.
- 5.2 Without limiting the generality of subsection 5.1, the report must contain a list of the matters agreed on and those on which there is no agreement between the parties.
- 5.3 Despite subsection 5.1, the initiating party may prepare a report under subsection 5.1 before the 6 months have elapsed if
 - a. the parties agree, or
 - b. the parties are not able to appoint a mediator under section 4 of this Schedule.

6. Appointment of arbitrator

- 6.1 Within 14 days of a report being provided under section 5 of this Schedule, the representatives must appoint an arbitrator and the initiating party must provide the arbitrator with a copy of the report.

- 6.2 If the representatives cannot agree on an arbitrator, the initiating party must forward a copy of the report referred to in section 5 of this Schedule to the Minister with a request to the Minister to appoint an arbitrator.
- 6.3 In appointing an arbitrator under subsection 6.2, the Minister may place any conditions on the arbitration process as the Minister deems necessary.

7. Arbitration process

- 7.1 Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in Division 3 of Part 17.2 of the Municipal Government Act and Part 1 of the Intermunicipal Collaboration Framework Regulation (AR 191/2017).
- 7.2 In addition to the arbitrator's powers under subsection 7.1, the arbitrator may do the following:
- a. require an amendment to a framework;
 - b. require a party to cease any activity that is inconsistent with the framework;
 - c. provide for how a party's bylaws must be amended to be consistent with the framework;
 - d. award any costs, fees and disbursements incurred in respect of the dispute resolution process and who bears those costs.

8. Deadline for resolving dispute

- 8.1 The arbitrator must resolve the dispute within one year from the date the notice of dispute is given under section 2 of this Schedule.
- 8.2 If an arbitrator does not resolve the dispute within the time described in subsection 8.1, the Minister may grant an extension of time or appoint a replacement arbitrator on such terms and conditions that the Minister considers appropriate.

9. ARBITRATOR'S ORDER

- 9.1 Unless the parties resolve the disputed issues during the arbitration, the arbitrator must make an order as soon as possible after the conclusion of the arbitration proceedings.
- 9.2 The arbitrator's order must
- a. be in writing,
 - b. be signed and dated,
 - c. state the reasons on which it is based,
 - d. include the timelines for the implementation of the order, and
 - e. specify all expenditures incurred in the arbitration process for payment under section 708.41 of the Act.
- 9.3 The arbitrator must provide a copy of the order to each party.
- 9.4 If an order of the arbitrator under section 9.2 is silent as to costs, a party may apply to the arbitrator within 30 days of receiving the order for a separate order respecting costs.

10. Costs of arbitrator

- 10.1 Subject to an order of the arbitrator or an agreement by the parties, the costs of an arbitrator under this Schedule must be paid on a proportional basis by the municipalities that are to be parties to the framework as set out in subsection 10.2.
- 10.2 Each municipality's proportion of the costs must be determined by population. For greater certainty this means the County of St. Paul portion would be 47%, Town of St. Paul 43% and 10% for the Town of Elk Point based on 2018 census data. These percentage amounts will remain for the Term of the Agreement.



Request for Decision

Council Meeting: March 12, 2019

8.11 Request for Letter of Support - St. Paul Firefighter's Association

Request

The St. Paul Firefighter's Association is requesting a letter of support and a funding commitment of \$25,000 to accompany their CIP grant application for a Rapid Response Unit. This purchase will happen in 2020.

Alternatives

Recommendation

Administration is recommending to provide the St. Paul Firefighter's Association with a letter of support with a commitment of \$25,000, to accompany their CIP grant application for a Rapid Response unit.

Submitted by: Tim Mahdiuk, Director of Community Services



Request for Decision

Council Meeting: March 12, 2019

8.12 Funding Request – St. Paul Firefighter's Association

Request

The St. Paul Firefighter's Association is requesting funding for upgrades to their stairs and to install metal railings at their Training Facility in the County Public Works Yard. Cost of the project is \$2000. They are requesting \$1000 from the County and \$1000 from the Town of St. Paul.

Alternatives

Recommendation

Administration is recommending to provide the St. Paul Firefighter's Association with \$1,000 to be used for stairs and metal railings at the Training Facility in the County Public Works Yard.

Submitted by: Tim Mahdiuk, Director of Community Services



Request for Decision

Council Meeting: March 12, 2019

8.13 Policies for March 26 Policy Meeting

Request

Councillor Darrell Younghans, as Chairman of the Policy Committee, has requested to provide Council with the list of policies to be discussed at the upcoming March 26 Policy meeting to get feedback prior to the Policy Committee meeting and to determine if there are other policies/bylaws that should be added to the agenda.

The items currently on the agenda include:

- Credit Card Policy
- Use of County Spaces Policy
- Workplace Harassment – Subject to review by Joint Workplace Health and Safety
- Work Alone Policy – Subject to review by Joint Workplace Health and Safety
- Parks Bylaw
- Condo Bylaw/Party Wall Agreement
- Council Remuneration and Expenses
- Cold (Extreme) Weather Policy
- Clubroot – Subject to review by Ag Service Board
- Named Roads Policy

Alternatives

Recommendation

For feedback and information.

Submitted by: Phyllis Corbiere, Executive Assistant



Request for Decision

Council Meeting: March 12, 2019

8.14 Request for Letter of Support to Reduce Speed Limit on SH 646

Request

The Elk Point Golf and Country Club, Lions Club, Minor Ball Association and Soccer Association submitted a letter to the Town of Elk Point requesting that they apply to Alberta Transportation to reduce the speed limit on Secondary Highway 646 due to safety concerns. Their request is to reduce the speed limit from 100 km/hr to 70 km/hr starting at the intersection of Highway 41 and SH 646 to south of the recreation grounds past the curve.

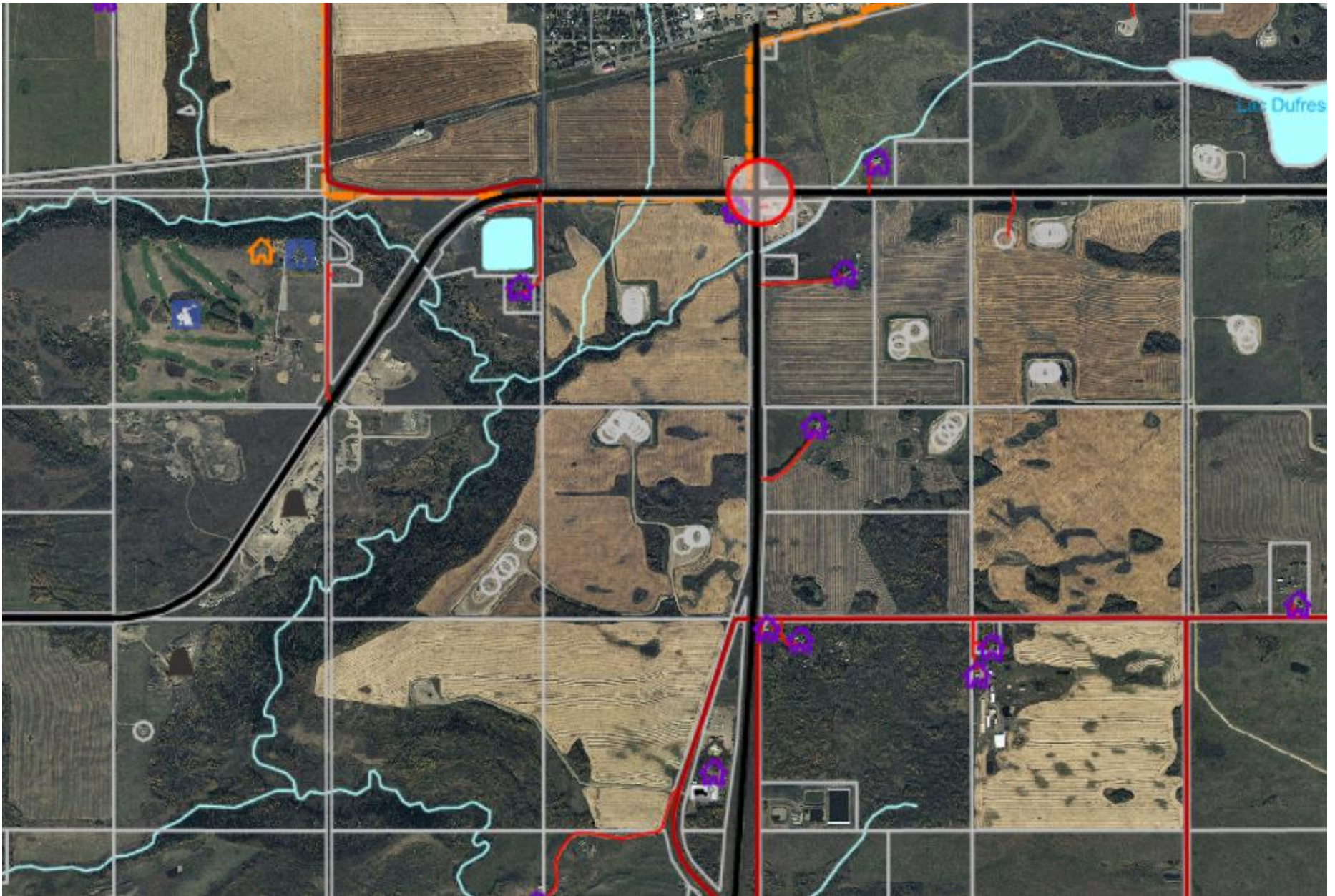
The Town of Elk Point is requesting a letter from County Council supporting their application to Alberta Transportation to reduce the speed limit on SH 646.

Alternatives

Recommendation

Administration is recommending to provide the Town of Elk Point with a letter of support to reduce the speed limit from 100 km to 70 km/hr along SH 646 from the intersection of Hwy 41 and SH 646 to south of the recreation grounds past the curve, due to safety concerns.

Submitted by: Phyllis Corbiere, Executive Assistant





TOWN OF ELK POINT

Phone: (780)724-3810 Fax: (780)724-2762

E-mail: town@elkpoint.ca

P.O. Box 448
Elk Point, Alberta
T0A 1A0

File No. 19-50

February 27, 2019

County of St. Paul No. 19
5015 – 49 Avenue
St. Paul, Alberta
T0A 3A4

ATTENTION: Chief Administrative Officer, Sheila Kitz

Dear Sheila,

RE: Request Letter of Support
Reduce Speed Limit
Highway 646 – Transfer Station Lands, Recreational Grounds (Golf Course, Ball Diamonds,
Soccer Fields) Water Treatment Plant

The Town of Elk Point Council reviewed a written request dated January 30, 2019, attached, from Elk Point Golf and Country Club, Lions Club, Minor Ball Association, and Soccer Association at the Regular Council meeting on Monday, February 25, 2019.

The President of the Elk Point Golf and Country Club, Don Schultz along with the Lions Club, Minor Ball Association, and Soccer Association are requesting a reduced speed limit from 100 km/h to 70 km/h from the intersection of Highway 646 and Highway 41 to south of the recreation grounds just past the curve. This request is due to safety concerns with recreation users, gravel trucks and transfer station trucks at intersections along Highway 646.

Town Council requests the County of St. Paul No. 19 written support of this initiative to Alberta Transportation Paula Campbell, Operations Manager at Athabasca.

We thank you in advance for your consideration and support in our request.

Sincerely,

Ken Gwozdz
Chief Administrative Officer
Town of Elk Point

KG/kb

C.c Town Council
C.c Superintendent of Public Works/Utilities Jay Duffee

www.elkpoint.ca

Mayor and Council
Town of Elk Point
January 30, 2019

Dear Mayor and Council;

The following organizations are requesting that you make application to Alberta Transportation to reduce the speed limit on secondary Highway 646. We are requesting that the speed limit zone be from the intersection of Highway 41 and secondary Highway 646, up to and including a recommended safe distance past the entrance to the Golf Course, Ball Diamonds, Soccer Fields, Camp Ground, and Land Fill.

The proposed entrance to the Lions Fish Pond, along with the activity to the above mentioned recreational and town facilities, we feel warrant this consideration.

The amount of public using these facilities is considerable and the risk to injury is and will increase with the addition of the Lions Fish Pond.

The Lions Fish Pond will be a year round facility.

The land fill is a year round facility.

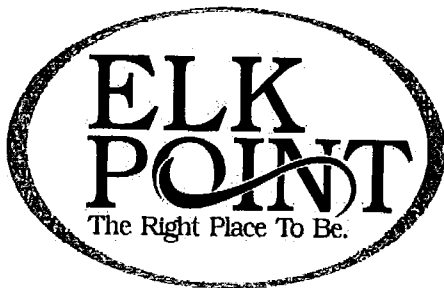
The golf club is considering making cross country ski trails, which would make this a year round facility.

We are requesting that the speed limit be set at 70 km/hr for the proposed distance.

We are thanking you for your consideration and look forward to working with you now and in the future.

Don Schultz, President Elk Point Golf and Country Club
On behalf of the following groups.

Elk Point Golf and Country Club
Elk Point Lions Club
Elk Point Minor Ball Association
Elk Point Soccer Association



TOWN OF ELK POINT

Phone: (780)724-3810 Fax: (780)724-2762

E-mail: town@elkpoint.ca

P.O. Box 448
Elk Point, Alberta
T0A 1A0

File No. 19-54

March 7, 2019

Operations Manager
Operations - Athabasca
Transportation
Main Fl Jewell Building
3603 - 53 Street
Athabasca, AB
T9S 1A9

ATTENTION: Operations Manager, Paula Campbell

Dear Paula,

RE: Request to Reduce Speed Limit
Highway 646
Elk Point/County of St. Paul

The Town of Elk Point Council reviewed a letter of request (see attached) from the President of the Elk Point and District Golf and Country Club as well as the Elk Point Lions Club, the Elk Point Minor Ball Association, and the Elk Point Soccer Association to reduce the speed limit from 100km/h to 70km/h from the intersection of Highway 646/Highway 41 to south of the Recreation Area.

Council passed motion #19-146 at the regular meeting on Monday, February 25, 2019 as follows:

"MOVED by Councillor Dwayne Yaremkevich that Council direct Administration to write a letter from the Mayor's Office to Paula Campbell, Operations Manager at Athabasca requesting a reduction in speed limit from 100 km/h to 70 km/h from the intersection of Highway 646 and Highway 41 to south of the recreation grounds just past the curve based on safety concerns with increased public usage at intersections, gravel pit, and transfer station trucks. Further that Council direct Administration to request a letter in support from County of St. Paul No. 19."

We also met with Mr. Ralph Gilbertson at the Alberta Transportation Department, Bonnyville Office to discuss our concerns and he kindly directed us to your office.

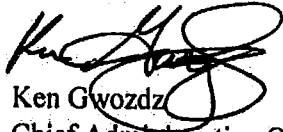
Our concerns are the intersections at Recreation Grounds/Transfer Station/Gravel Pit and 54 Street/Highway 646 by the Water Treatment Plant. The Recreation Grounds intersections to highway 646 are critical due to increased traffic to camping grounds, soccer fields, ball diamonds and the golf course. As well, year round use – cross country skiing. This intersection is very active and right across from the Transfer Station and Gravel Pits. The Transfer Station is open 3 days a week with a high volume of truck traffic. As well, there are heavy trucks from gravel pits in the same area.

www.elkpoint.ca

We appreciate your department's assistance in reviewing these safety concerns along Highway 646 that see a lot of large/small vehicular movements.

Thank you in advance.

Sincerely,



Ken Gwozdz
Chief Administrative Officer
Town of Elk Point

KG/kb

C.c Town Mayor and Council
C.c County of St. Paul Chief Administrative Officer, Sheila Kitz
C.c Superintendent of Public Works/Utilities Jay Duffee
C.c AT, Contract Inspector, Ralph Gilbertson



Request for Decision

Council Meeting: March 12, 2019

8.15 Town of Elk Point Economic Development Committee

Request

The Town of Elk Point appointed the following volunteer members to their Elk Point Economic Development Committee for the period of February 11 to December 31, 2019 – Dwayne Vogel, Tyson Ballas, Curtis Porcina, Ryan Hahn, Twilla Stafford, Travis Warawa, John Zhang and Brant Evans.

Bob Bezpalko with Alberta HUB has been invited to attend as a resource person.

Alternatives

Recommendation

Motion to file for information

Submitted by: Phyllis Corbiere, Executive Assistant