

VILLAGE OF CAROLINE
REGULAR COUNCIL MEETING AGENDA
Friday, April 22nd, 2021, 5:30pm
Village of Caroline Council Chambers, 5004-50 Ave.
Virtual Meeting

Page #

1. CALL TO ORDER
2. ADOPTION OF AGENDA:
3. ADOPTION OF MINUTES:
 - 3.1. Council Meeting Minutes April 15th, 2021
4. DELEGATION(S):
 - 4.1 None
5. STAFF REPORTS
 - 5.1 None
6. COMMITTEE & BOARD REPORTS:
 - 6.1 Mayor Report
 - 6.2 Councillor Reports
7. BUSINESS:
 - 7.1 Rocky Mountain Waste Authority:
Implications of Dissolution
 - 7.2 Rocky Mountain Waste Authority:
Net Asset Distribution Agreement
 - 7.3 Rocky Mountain Waste Authority:
Closed Industrial Cells Cost Sharing Liability Agreement
 - 7.4 2021 Operating and Capital budget : Final Approval
 - 7.5 Tax Bylaw
8. DISCUSSION, CORRESPONDENCE, INFORMATION ITEMS:
 - 8.1 Fire Chief's Report: March
9. CLOSED SESSION
 - 9.1 None
10. ADJOURNMENT

VILLAGE OF CAROLINE COUNCIL

Minutes of Regular Council Meeting of Village Council, Province of Alberta, held on April 15th, 2021 at 5:30pm at the Village Office, 5004-50 Avenue, Caroline, Alberta and information posted on Village Facebook Page for public live stream for attendees through Zoom.

Meeting Location: 5004-50 Ave.

Virtual Attendance:

Councillors: John Rimmer, Mary Bugbee, Mary Ann Wold, Donny Nichols.

Staff: CAO Craig Curtis, FO Christina Oxley

Absent: Councillor Parsons

In Person Attendance:

Municipal Clerk Sandy Buckberry

1. Call to Order

Mayor Rimmer called the meeting to order at 5:40pm

2. Adoption of Agenda

Motion 083 04 21

Moved by Councillor Wold to adopt Agenda as amended with the addition of the 2020 Audit for the Village.
CARRIED

3. Adoption of Minutes

Motion 084 04 21

Moved by Councillor Wold to adopt April 1st, 2021 Council meeting minutes as presented.
CARRIED

4. Delegation(s):

4.1 Alan Jewel re: water Bill

Motion 085 04 21

Moved by Mayor Rimmer that a representative of Pidherney's be invited to make a presentation at the next Council meeting to determine if the 49th Avenue reconstruction could have impacted the water bill for Mr. Jewel's property.

4.2 Ryan Wachler BDO re: 2020 Consolidated Financial Statements: Annual Audit

Motion 086 04 21

Moved by councillor Wold that the Annual Audit for the Village of Caroline be accepted as presented by BDO.

5. Staff Reports

5.1. CAO Report

Verbal report summary of written CAO Report

Motion 087 04 21

Moved by Councillor Bugbee to accept the Staff reports as information.

CARRIED

6. Committee & Board Reports

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6.1 Mayor Report

- Meetings on closed landfill liability.
- Caroline Farmers Market Board and Agricultural Society proposal
-

Motion 088_04_21

Moved by Mayor Rimmer that the Council of the Village of Caroline approve in principle the concept of the Farmer's Market moving to a Downtown location and the Agricultural Society operating the municipal Campground for a two year period.

CARRIED

Motion 089_04_21

Moved by Mayor Rimmer that administration explore the implications and legal requirements of the Farmer's Market moving to a Downtown location and the Agricultural Society operating the campground.

CARRIED

6.2 Council Reports Councilor Bugbee

- Attended Negotiation Committee meeting
Councilor Wold

• Attended Library Board meeting and brought forward thanks for repairs made by Public Works staff.
Councilor Nichols

- The chamber meeting was cancelled due to Covid 19.
Councilor Parsons
- Absent

Motion 090_04_21

Moved by Councilor Bugbee to accept Mayor and Council reports as presented.

CARRIED

Motion 091_04_21

Moved by Councilor Nichols that Councilor Mary Bugbee be appointed the Council representative on the FCSS Board in replacement of Councilor Nichols.

Motion 092_04_21

Moved by Councilor Nichols that Councilor Mary be approved as a signator for the Village in replacement of Councilor Nichols

7. Business

7.1. Appointment of Development officer

Motion 093_04_21

Moved by Councilor Wold that Council of the Village of Caroline approve Craig Curtis, CAO, as the Development officer for the municipality.

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CARRIED

7.2. Appointment of Returning Officers

Motion 094 04 21

Moved by Mayor Rimmer that the Council of the Village of Caroline appoint Craig Curtis as Returning Officer and Christina Oxley as Deputy Returning Officer

CARRIED

7.3. Covid Restrictions

Motion 095 04 21

Moved by Councilor Wold that the Council of the Village of Caroline continue to maintain services at the Village Administration Office and that access be limited through the bell and intercom system to those requiring direct service (utility and tax payments) or attending a pre-booked meeting and further that these restrictions remain in place until further review by Council

CARRIED

7.4. Report from Stantec Re: Northeast County Development Servicing Study Update

Motion 096 04 21

Moved by Councilor Nichols that the presentation on the Northeast County Development Servicing Study be tabled to a future Council meeting.

CARRIED

8. Discussion, Correspondence, and Information Items

8.1 Election Information Draft

Motion 097 04 21

Moved by Mayor Rimmer that the Council of the Village of Caroline accept the draft election manual and bring forward a Communications Plan providing information on the Municipal Election to be held on October 18th.

CARRIED

9. Closed Session

9.1 Personnel Discussion (FOIP 24(1) (a) and (b)

Motion 098 04 21

Moved by Mayor Rimmer that Council move into closed session

CARRIED

Motion 099 04 21

Moved by Mayor Rimmer that Council move into open session

VILLAGE OF CAROLINE COUNCIL

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CARRIED

10. Adjournment

Motion 100 04 21

Moved by Councillor Nichols that the Council meeting be adjourned .

CARRIED

Time of Adjournment: 7:17pm.

MAYOR

CAO

To: Village Council
From Craig Curtis, CAO
Re: Dissolution of Rocky Mountain Waste authority

In June 2001, the Town, County and Village entered into an agreement to “manage, operate and administer a solid waste service” which it referred to as an “authority” but is in fact a joint venture overseen by a joint committee. The agreement did unfortunately not contemplate ongoing responsibilities if the agreement was terminated.

During the course of its joint operation, the regional landfill site accepted waste from the oilfield which created revenue and enabled the partners to subsidize tipping fees.

On January 14th, 2020, the three municipalities signed an agreement to terminate the Rocky Mountain Solid Waste Authority and Service Agreement. At this time, the Village of Caroline contracted out its solid waste pickup and disposal to the private sector.

The Town and the County began negotiating a new waste agreement based on the same principles agreed upon between the parties in 2019. The concept was that the County would assume operations of the landfill and rural transfer stations and the Town would take over operation of waste and recycling services provided within the town. On January 5th, 2021, the Town announced that it would cease negotiations and pursue “a new service and waste structure for its residents.”

Over the past few months, the Town, Village and the County have been discussing the implications of terminating the original partnership. Two draft agreements have been prepared related to distribution of assets and ongoing liability for the maintenance of the closed cells.

Conclusions:

The two agreements have been reviewed by lawyers for all three parties over an extended period and the majority of issues have been resolved. A joint meeting of representatives of the three municipal councils and their CAOs was held on April 16th and unanimously recommended that the two agreements be submitted to three municipal councils for approval.

Recommendations:

That the Council of the Village of Caroline, in consideration of the dissolution of the Rocky Mountain Waste Authority, approve the following tri-party agreements with the Town of Rocky Mountain House and the County of clearwater.

- Net Asset distribution agreement
- Closed Industrial Cells Cost Sharing Liability Agreement

Craig Curtis

From: Tracy Haight <THaight@clearwatercounty.ca>
Sent: April 20, 2021 12:41 PM
To: Craig Curtis
Subject: Special Council Meetings Resolutions
Signed By: THaight@clearwatercounty.ca

Good Afternoon Craig,
At the April 20, 2021, Special Meeting, Council passed the following resolutions:

RES-161-21 Motion by Councillor John Vandermeer that Council approves Clearwater County entering into the Town of Rocky Mountain House, Village of Caroline, and Clearwater County *Net Asset Distribution Agreement*, effective January 1, 2021; and, authorizes execution by signature of Reeve and Interim CAO. – CARRIED

RES-162-21 Motion by Councillor Theresa Laing that Council approves Clearwater County entering into the Town of Rocky Mountain House, Village of Caroline, and Clearwater County *Closed Industrial Cells Cost Sharing and Liability Agreement*, effective January 1, 2021; and, authorizes execution by signature of Reeve and Interim CAO. – CARRIED

Thank you,
Tracy Lynn Haight
Executive Assistant
thaight@clearwatercounty.ca



Clearwater County
P.O. Box 550
4340 -47 Avenue
Rocky Mountain House, AB | T4T 1A4
Office: 403.845.4444 | Fax: 403.845.7330

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THIS NET ASSET DISTRIBUTION AGREEMENT

MADE EFFECTIVE THE 1st DAY OF JANUARY, 2021.

BETWEEN:

THE TOWN OF ROCKY MOUNTAIN HOUSE,
a Municipal Corporation,
in the Province of Alberta,
("the Town")

– and –

CLEARWATER COUNTY
a Municipal Corporation,
in the Province of Alberta,
("the County")

– and –

THE VILLAGE OF CAROLINE
a Municipal Corporation,
in the Province of Alberta,
("the Village")

THIS NET ASSET DISTRIBUTION AGREEMENT
MADE EFFECTIVE THE 1st DAY OF JANUARY, 2021

BETWEEN:

THE TOWN OF ROCKY MOUNTAIN HOUSE,
a Municipal Corporation,
in the Province of Alberta,
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– and –

CLEARWATER COUNTY
a Municipal Corporation,
in the Province of Alberta,
("the County")

– and –

THE VILLAGE OF CAROLINE
a Municipal Corporation,
in the Province of Alberta,
("the Village")

RECITALS

WHEREAS

- The Town, the County and the Village were formerly parties to an agreement dated June 20, 2001 which dealt with the provision for waste services for the region as a whole through the Rocky Mountain Regional Solid Waste Authority;
- That previous agreement was terminated on March 30, 2020, however the County and the Town, continued to abide by its cost sharing provision terms until December 31, 2020;
- The Town and the County wish to enter a new agreement to address how Solid Waste services will be provided by the Town and the County;
- The Town, the Village and the County wish to allocate between them the assets and liabilities associated with the provision of waste services for the region through the Rocky Mountain Regional Solid Waste Authority up to December 31, 2020;
- The Town, the Village and the County are agreeable to the terms and conditions set out in this agreement;

THEREFORE, in consideration of the sum of \$10.00 paid by each Party to the other and in consideration of the terms and conditions set out in this Agreement, the sufficiency of which is hereby irrevocably acknowledged by both Parties, the Parties agree as follows:

1.0 **ARTICLE 1 DEFINITIONS AND INTERPRETATION**

Definitions

1.1. In this Agreement:

- a. "2020 Audited Financial Statements" means the audited financial statements prepared for the Rocky Mountain Regional Solid Waste Authority for the period ending December 31, 2020;

- b. "Act" means the *Municipal Government Act*, R.S.A., 2000, c.M-26;
- c. "Agreement" means this Net Asset Distribution Agreement;
- d. "Applicable Laws" means, an Alberta Law in respect to any Party, the applicable:
i. statutes, including all regulations, rules and other statutory instruments; and
ii. permits, licenses, authorizations, approvals, rules, directions, orders, rulings, decrees, guidelines and binding policies issued by governmental authorities having or purporting to exercise jurisdiction or power over or in respect to the applicable Party;
- e. "Assets" means those assets as are set out in the 2020 Audited Financial Statements;
- f. "Authority" means the Rocky Mountain Regional Solid Waste Authority ("RMRSWA") that was created under an agreement dated June 20, 2001 and terminated on March 30, 2020;
- g. "Chief Administrative Officer" or "CAO" has the meaning attributed to it in section 1(1)(c) of the Act;
- h. "Clearwater Regional Landfill" means the Class II Non-Hazardous Industrial landfill located 19 km west of Rocky Mountain House on Hwy 11 (formerly known as the Rocky Regional Landfill), for greater clarity as shown on the map in Schedule "A", but does not include the Closed Industrial Cells;
- i. "Closed Industrial Cells" means the seven industrial waste cells within Area D/E of the Clearwater Regional Landfill that were constructed, operated and closed by Tervita Inc., as referenced in section 1(gg) of Approval No. 10052-02-00 issued by Alberta Environment and Parks, effective August 29, 2017, as may be amended from time to time;
- j. "Closed Municipal Landfill" means the Closed Municipal Landfill located at SE 1/4 -19-39-07-W5M;
- k. "Contra proferentem" is a doctrine providing that, where an agreement or term is ambiguous, the preferred meaning should be the one that works against the interests of the party who provided the wording;
- l. "County" includes Clearwater County, all County officers, employees, agents, servants, and authorized contractors; or the area within the boundaries of the County, as the context requires, but does not include the towns or villages which are located within the boundaries of the County;
- m. "Liabilities" means those liabilities as are set out in the 2020 Audited Financial Statements;
- n. "Net Asset Value" means the value of the accumulated surplus shown on the 2020 Audited Financial Statements;
- o. "New Cell" means the cell under construction at the Clearwater Regional Landfill, as shown in Schedule "A",
- p. "Party" means the Town, the County or the Village;
- q. "Closure/Post Closure Costs" means the costs in relation to the active cell and the New Cell at the Clearwater Regional Landfill, including without limitation:
i. management and maintenance of the landfill final cover including fertilizing, irrigating and re-seeding the vegetative cover as anticipated;
ii. operation and maintenance of any on-site or off-site leachate management facilities;
iii. operation and maintenance of landfill gas management facilities;
iv. operation and maintenance of site infrastructure including surface water controls, roads, fences, etc.
v. construction or replacement of any monitoring or control works as required; and
vi. annual environmental monitoring and reporting;

- r. "Representative" means a Party's respective councillors, directors, officers, employees and agents;
- s. "Residual Transactions" means transactions occurring after December 31, 2020 necessary or ancillary to the cessation of the Rocky Mountain Regional Solid Waste Authority providing solid waste services to the region, including without limitation, the sale of tangible capital assets and severance costs for County employees employed at the Rocky Transfer Station as set out in Schedule "C", the costs of sale of assets and auditors fees;
- t. "Rocky Mountain Regional Solid Waste Authority" means the joint committee established by the Parties pursuant to the June 20, 2001 agreement to provide solid waste services to the region as a whole which was dissolved as of March 30, 2020;
- u. "Rocky Transfer Station" means the Transfer Station located within the Town;
- v. "Town" includes all Town of Rocky Mountain House officers, employees, agents, servants, and authorized contractors or the area within the boundaries of the Town;
- w. "Transfer Station" means a facility that receives Solid Waste from a County Resident or Town Resident, and where the Solid Waste is consolidated by transferring it to a larger vehicle for more efficient and economical transport for disposal or recycling. For greater clarity the Transfer Stations are listed in Schedule "B";
- x. "Village" includes all Village of Caroline officers, employees, agents, servants, and authorized contractors or the area within the boundaries of the Village.

Interpretation

- 1.2. Articles 1.2 through 1.10 apply to the interpretation of this Agreement.

Agreement not to be interpreted as fettering statutory duties

- 1.3. This Agreement is not to be interpreted as fettering any power granted to the Parties by statute that the Party is required to exercise.
- 1.4. All Parties warrant that they are authorized to enter into this Agreement and shall comply with the terms of this Agreement.

Headings

- 1.5. The captions and headings appearing in this Agreement are inserted merely to facilitate reference and shall have no bearing on the interpretation of its provisions.

Conflicts

- 1.6. If there is any conflict between the body of this Agreement and a Schedule forming part of this Agreement, the body of this Agreement shall govern over the Schedule.

Statute references

- 1.7. A reference to a statute or a regulation includes all amendments and substitutions made from time to time.

Inclusive terminology

- 1.8. "Including" and "includes" means "including without limitation" and "includes without limitation" respectively.

Number

1.9. Words in the singular include the plural and words in the plural include the singular, unless the context requires otherwise.

Contra Proferentum

1.10. The “contra proferentum” rule shall not apply to the interpretation of this Agreement.

Schedules

1.11. The Preamble and the following Schedules form part of this Agreement:

Schedule	Description
A	Clearwater Regional Landfill
B	Transfer Stations
C	Severance Costs

2.0 ARTICLE 2 ACKNOWLEDGEMENTS

Acknowledgements

- 2.1. The Parties acknowledge that:
- a. The County has operated the Clearwater Regional Landfill and has the appropriate approvals in accordance with the Applicable Laws.
 - b. Before the effective date of this Agreement, the County operated all of the Transfer Stations. For greater certainty, the name and location of the Transfer Stations are as set out in Schedule “B”.
 - c. The Authority was not a separate legal entity, but was a joint committee of the County, the Town and the Village operating under the name and style of the Rocky Mountain Regional Solid Waste Authority.
 - d. The Town and the County have entered or will enter into three further agreements:
 - i. an agreement to address the operation of the Clearwater Regional Landfill and the Transfer Stations;
 - ii. an agreement to address the ongoing liability of the Parties for the costs of the operation, maintenance and remediation of the Closed Municipal Landfill; and
 - iii. in conjunction with the Village, an agreement to address the ongoing financial obligations of the Parties for the costs of the operation, maintenance and remediation of the Closed Industrial Cells including post-closure costs for the Closed Industrial Cells.
 - e. For the purposes of the Agreement, the Closed Industrial Cells, and the costs and obligations associated therewith, are separate and distinct from the Clearwater Regional Landfill all as is set out in the “Closed Industrial Cells Cost Sharing Liability Agreement”.

- 2.2. The Parties confirm that:
- a. a Party holding a tangible capital asset of the Authority may continue to use that tangible capital asset until such time as the assets are acquired by a Party or disposed of and the proceeds distributed in accordance with this Agreement;

- b. the net book value of the Assets of the Authority will be set out in the 2020 Audited Financial Statements and accompanying schedules; and
 - c. if a tangible capital asset being used is damaged by a Party during the Party's use of the tangible capital asset, the value of the tangible capital asset does not change in value while this Agreement is being finalized.
- 2.3. The Parties confirm that the purpose of this Agreement is to set out the terms and conditions by which the Net Asset Value shall be determined and subsequently distributed between the County, the Town and the Village.
- 2.4. The Town and the County confirm that, from March 31, 2020 up to December 31, 2020, they are responsible to pay for the costs of providing waste services to the region as a whole using the percentages provided for under the terms of the June 20, 2001 agreement. The County agrees to fund the portion of costs for this period that would have otherwise been the responsibility of the Village.

3.0 ARTICLE 3 DISTRIBUTION OF NET ASSET VALUE

- 3.1. The County shall provide to the Town and the Village directly or shall request that the auditor provide as part of the 2020 Audited Financial Statements the following 4-schedules setting out details and amounts:
- a. A schedule containing the specifics in relation to the Closure/Post-closure Costs for the Closed Industrial Cells;
 - b. A schedule containing the specifics in relation to the Closure/Post-closure Costs for the active cell at the Clearwater Regional Landfill;
 - c. A schedule containing the specifics in relation to the Closure/Post-closure Costs for the New Cell at the Clearwater Regional Landfill; and
 - d. A schedule listing the net book value or, if available the appraised value, of the assets.
- 3.2. The Parties agree that the Closure/Post-Closure Costs for the Closed Industrial Cells shall be dealt with under the "Closed Industrial Cells Cost Sharing Liability Agreement".
- 3.3. The Parties agree that the Town and the Village are not responsible for any Closure/Post-Closure Costs for the New Cell at the Clearwater Regional Landfill.
- 3.4. Within 30 days of receipt by the County of the 2020 Audited Financial Statements, the County shall provide a copy of the 2020 Audited Financial Statements to the County/Town/Village Intermunicipal Collaboration Committee (ICC). As set out below, the ICC will make the appropriate recommendation to its perspective Councils, as provided for in the "Stronger Together" Agreement dated September 13, 2013.
- 3.5. No later than 30 days following the County's distribution of the 2020 Audited Financial Statements, the Parties must meet to discuss the 2020 Audited Financial Statements, and more particularly to advise if a Party wishes to acquire one or more tangible capital assets.
- a. For the purposes of article 3.5, the Parties may meet in person or virtually.
- 3.6. Within 90 days of the meeting and subject to the completion of all Residual Transactions, the County shall distribute the Net Asset Value as follows:
- i. 65.03% to the County;
 - ii. 33.13% to the Town; and
 - iii. 1.84% to the Village.
- 3.7. At the meeting referenced in article 3.5, a Party may give notice of its intention to acquire one or more tangible capital assets listed in the schedule provided as part of the 2020 Audited Financial

Statement. If all Parties agree to the Party acquiring the identified tangible capital asset, the acquiring Party:

- a. May purchase the tangible capital asset:
 - i. at the appraised value of the tangible capital asset, if an appraised value amount is available; and
 - ii. if the appraised value of the tangible capital asset is not available, the acquiring Party shall pay the December 31, 2020 net book value.
 - b. within 30 days of the date of the meeting, must pay the other two Parties the value of their respective share of the value of the tangible capital asset using the percentages set out in article 3.6.
- 3.8. The purchase of a tangible capital asset under article 3.7 is a Residual Transaction.
- 3.9. Any tangible capital assets not acquired by a Party under article 3.7 shall be sold by the County as a Residual Transaction. The Party shall dispose of the tangible capital asset at its appraised value, if an appraised value is available, or the net book value, whichever is applicable.
- 3.10. The Party selling the tangible capital asset shall distribute the net sale proceeds using the percentages set out in article 3.6.
- 3.11. The costs of the Residual Transactions shall be allocated as follows:
 - i. 66% to the County; and
 - ii. 34% to the Town.
- 3.12. The Parties agree to a reconciliation of the amounts payable and owing under articles 3.7 to 3.11. Parties required to make payments to other Parties shall do so as soon as reasonably practical, and Parties may set off the amounts and pay the net amounts.
- 3.13. If a Party objects to Closure/Post-closure Costs and the Net Asset Value at the meeting referenced in article 3.5, that Party's objection is to be treated as a dispute under article 5 of this Agreement. In the event a Party objects, the County must not distribute any funds until the final resolution of the objection and any mediation or arbitration arising from it.

4 ARTICLE 4 AGREEMENT ADMINISTRATION

Further assurances

- 4.1 The Parties shall with reasonable diligence hold all meetings, perform all acts, execute and deliver all documents and instruments, do all such things and provide all such reasonable assurances as may be reasonably necessary or desirable to give effect to the provisions of this Agreement. The Parties agree to pass any bylaws or amendments to bylaws which may be required to implement this Agreement within a reasonable time of the signing of this Agreement, but in any event, no later than three months after the signing of the Agreement.

Warranty of authority

- 4.2 Each Party to this Agreement represents and warrants to the other Parties that it has the full authority, capacity and power to enter into this Agreement and that all necessary actions have been taken to enable it lawfully to enter into this Agreement.

5 ARTICLE 5 DISPUTE RESOLUTION

- 5.1 The Problem Resolution Guidelines principles set out in the September 13, 2013 "Stronger Together" Agreement shall guide the Town, the Village and the County in all dispute resolution matters.
- 5.2 Unless specifically described to the contrary in this Agreement, the following provisions shall apply to the resolution of conflicts between the Parties as they arise:
- 5.2.1 The Parties agree to utilize all reasonable efforts to resolve any dispute promptly and in an amiable manner by direct negotiations between the Parties.
 - 5.2.2 The Parties shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation and arbitration, unless and until this Agreement is lawfully terminated according to its terms.
 - 5.2.3 When a dispute arises, it shall be referred to the respective CAOs of the Parties. The CAOs shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration.
 - 5.2.4 If a dispute cannot be resolved by the Parties by mutual agreement within a time period that is reasonably satisfactory to the Party raising the issue under consideration, any Party may submit the dispute for mediation.
 - 5.2.5 Any Party may, on notice to the other Parties, request that mediation take place and the Parties shall select a mediator whose qualifications are appropriate to the matter to be mediated. The mediator shall designate a place for a meeting of the mediator with Representatives of the Parties. During the mediation process, no action will be taken by any Party to commence or continue arbitration proceedings under this Agreement. The cost of the mediator shall be equally shared by the Parties, unless otherwise agreed to. Any mediation which takes place will be strictly confidential. No proposal or concession made by any Party in the course of mediation may be used by the Parties in any subsequent proceedings. The mediator may not be called by any Party as a witness in any subsequent proceedings.
 - 5.2.6 Should mediation fail to result in a resolution of the dispute within ninety (90) days after the Parties initially attempted to mediate the dispute, any Party may submit the dispute for arbitration as provided for below. The determination arising out of the arbitration process shall be final and binding upon the Parties.
 - 5.2.7 Arbitration shall be conducted in accordance with the following process:
 - i. The arbitration shall be carried out by a single arbitrator.
 - ii. If the Parties cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three (3) candidate arbitrators. In the event there is agreement on an arbitrator from the candidate list, arbitration will proceed using that arbitrator. If an arbitrator cannot be agreed upon or is not found, the Parties shall request the Alternative Dispute Resolution Institute of Alberta to make the selection of an appropriate arbitrator, and the Parties shall be bound by such selection.
 - iii. The proceedings before the arbitrator shall be in writing only, consisting of relevant documents and written submissions. The arbitrator shall not issue written reasons. The arbitrator's decision shall be final and binding.
 - iv. The arbitrator shall determine which Party shall bear the costs of the arbitration.
 - v. Except as modified herein, the provisions of the *Arbitration Act*, R.S.A. 2000, c. A-43 shall govern the arbitration process.

5.2.8 If the Parties agree, they may waive the application of article 5.4.7iii. In such case, the arbitration shall be conducted as an oral hearing, including without limitation, oral evidence, cross-examination and oral and written submissions. The arbitrator shall issue written reasons for decision, and the decision shall be final and binding. The remainder of article 5.4.7 shall continue to be applicable to the arbitration.

6 ARTICLE 6 GENERAL MATTERS

Parties to act honestly and reasonably

- 6.1 Each of the Parties agrees:
- 6.1.1 to be open, honest and timely in all of their dealings and communications with each other;
 - 6.1.2 to act reasonably, fairly and in good faith in carrying out their roles and responsibilities under this Agreement, while being entitled to pursue and protect that Party's own interests,
 - 6.1.3 to act reasonably and not arbitrarily in exercising any discretion given under the terms of this Agreement, unless expressly permitted otherwise under this Agreement, and
 - 6.1.4 to strive to create a true "win-win" scenario where opportunity reasonably allows and without committing any Party to incur additional costs or make new investments and subject always to the overriding requirement that the Town Residents and County Residents receive quality services.

Severability

- 6.2 If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be construed as if such part had never been part of this Agreement.
- 6.3 Article 6.2 shall not be interpreted as preventing a Party from advancing that Party's rights to claim frustration, or other similar remedy, if the portion of this Agreement, which is determined to be void, prohibited or unenforceable, deprives that Party of substantially all of the benefit conferred to that Party under this Agreement.

Whole Agreement

- 6.4 This Agreement shall, when duly executed, supersede and replace all other existing agreements between the Parties with respect to the subject matter of this Agreement, including the Regional Solid Waste Authority Agreement dated June 20, 2001.
- 6.5 Despite article 6.4, the Parties confirm that the following agreements continue to apply:
- 6.5.1 The lease between the Province of Alberta and the County in relation to the land upon which the Clearwater Regional Landfill is located; and
 - 6.5.2 The New Building Canada Fund Small Communities Fund Conditional Grant Agreement between Her Majesty the Queen, in right of the Province of Alberta, as represented by the Minister of Municipal Affairs and the Town with an effective date of July 31, 2015.
- 6.6 Despite article 6.4, the Parties confirm that the Closed Industrial Cells Cost Sharing Liability Agreement deals with the Parties' liabilities for the Closure/Post-closure Costs for the Closed Industrial Cells.
- 6.7 The Parties agree that there are no representations, warranties or agreements, either written or oral, relating to the subject matter of this Agreement which:

- 6.7.1 are binding on the Parties, and
- 6.7.2 are not contained in or referred to in this Agreement.

Availability of remedies

6.8 The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall be in addition to, and shall not operate in limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law unless expressly stated to the contrary.

Waiver

- 6.9 To be effective, any waiver of a covenant under this Agreement shall be in writing signed by the Party waiving the rights under that covenant.
- 6.10 A failure by a Party to insist on the strict performance of any covenant in this Agreement in any one or more instances shall not be construed as a waiver or relinquishment of that covenant in a subsequent instance.

Governing law and attornment

6.11 The law of the Province of Alberta shall govern this Agreement and the interpretation of this Agreement and the Parties attorn solely to the jurisdiction of the courts in the Province of Alberta.

Time

6.12 Time is of the essence under this Agreement.

Survival

6.13 Any provisions of this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination of this Agreement.

Notices

6.14 All notices under this Agreement must be in writing and must be delivered to:

6.14.1 To the County:

Clearwater County
P.O. Box 550
4340-47 Avenue
Rocky Mountain House, AB T4T 1A4
Fax No.: (403) 845-7330
E-Mail: admin@clearwatercounty.ca
Attention: Chief Administrative Officer

6.14.2 To the Town:

Town of Rocky Mountain House
P.O. Box 1509
Rocky Mountain House, AB T4T 1B2
Fax No.: (403) 845-3230
E-Mail: town@rockymtnhouse.com
Attention: Chief Administrative Officer

6.14.3 To the Village:

Village of Caroline
P.O. Box 148
5004-50 Avenue
Caroline, AB
TOM OMO
Fax No.: (403) 722-4050
E-Mail: info@villageofcaroline.com
Attention: Chief Administrative Officer

- 6.15 To be effective, a notice under this Agreement must be:
- 6.15.1 properly addressed, and
- 6.15.2 delivered by hand, sent by courier, sent by registered mail or sent by electronic means.
- 6.16 A properly addressed notice delivered or sent is deemed to be received as follows:
- 6.16.1 if delivered by hand or sent by courier, it is deemed to be received by the other Party at the time of delivery to either:
- i. the person referred to in article 6.15 or subsequently identified under article 6.16, or
 - ii. any person who reasonably appears to be authorized to receive post or other documents at the address referred to in article 6.15 or such other address identified under article 6.16.
- 6.16.2 if sent by electronic means, it is deemed to be received by the other Party 24 hours after the time shown on the facsimile transmission sheet or address line that confirms receipt, unless it is sent on a Saturday, Sunday or legal holiday in Alberta, in which case it is deemed to be received by the other Party 24 hours after the commencement of the next day that is not a Saturday, Sunday or legal holiday in Alberta, or
- 6.16.3 if sent by registered mail, it is deemed to be received seven days after mailing, subject to the intended recipient demonstrating that it was not, despite diligent efforts of the intended recipient, received within that time, in which case it is effectively delivered on the actual date of receipt.
- 6.17 On five days' notice in writing to the other Parties, a Party may change:
- 6.17.1 the address, facsimile number or contact person under article 6.15, or
- 6.17.2 the address, facsimile number or contact person provided on a previous date under this article 6.16.

No restrictions on other business

- 6.18 Except as expressly provided for in this Agreement, this Agreement shall not restrict any Party in respect of the businesses or activities able to be carried on by them and the use of their respective facilities in the conduct of such businesses or activities.

Duty to direct officers, employees

- 6.19 Each Party shall provide such direction to its officers, employees, contractors and agents as is necessary and appropriate to ensure that each Party gives effect to this Agreement through the actions of its officers, employees, contractors and agents.

Counterparts

- 6.20 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same

instrument. Counterparts may be executed either in original or faxed form and the parties shall adopt any signatures received by a receiving fax machine as original signatures of the parties.

Executed by the Parties on _____, but made effective _____, 202__.

Clearwater County

Per: _____
Reeve

Per: _____

C/S

Village of Caroline

Per: _____
Mayor

Per: _____

C/S

Town of Rocky Mountain House

Per: _____
Mayor

Per: _____

C/S

Schedule "A"

Clearwater Regional Landfill



2012 Aerial Photograph
Showing Site Location

Near Rocky Mountain House, AB

Source: Valbus Geomatics

Drawn: RJ	Scale: -1:20,000	Date: Feb. 2016	Project No.: EE3000819	Figure: 1
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Schedule "B"

Transfer Stations

No.	Name	Location	Pesticide Containers	Recycling Depot	Wood Waste	Yard Waste
1.	Rocky Transfer Station	Town (5313 - 44 Street)	Yes	Yes	Yes	Yes
2.	Rocky Eco Centre	Town (4511 - 42 Street)	Yes	Yes	Yes	Yes
3.	Everdell	SE3-38-8-W5 West of Highway 22 South	Yes	Yes	Yes	Yes
4.	Cow Lake	SE26-38-8-W5 On Highway 752	No	Yes	Yes	Yes
5.	Crammond	SW16-35-5-W5 On Highway 22	No	Yes	Yes	Yes
6.	Caroline	SW18-36-6-W5 South off of Highway	Yes	Yes	Yes	Yes
7.	Leslieville	SE2-39-5-W5 Highway 11 and Highway 761	Yes	Yes	Yes	Yes
8.	Crossroads	SE26-40-5-W5 On Highway 12	Yes	Yes	Yes	Yes
9.	Cline River	26/27-37-18-W5 West on Highway 11	No	No	No	No
10.	Nordegg	SW32-40-15-W5 On Trunk Road 734	No	Yes	Yes	Yes
11.	Faraway	NE10-43-6-W5 On Highway 53	No	Yes	Yes	Yes
12.	Central Transfer Station	TBD	Yes	Yes	Yes	Yes

Schedule "C"

Severance Costs

1. The Town and the County shall agree that the Town shall be responsible for 33.13% of the severance costs for 6.5 positions at the Rocky Transfer Station.
2. The severance costs for the 6.5 positions referred to in paragraph 1 above is \$263,453.30

THIS AGREEMENT entered into as of the ___ day of _____, 202_.

BETWEEN:

CLEARWATER COUNTY

a municipal corporation governed by the *Municipal Government Act*,
R.S.A. 2000, c. M-26,
(the "County")

-and-

TOWN OF ROCKY MOUNTAIN HOUSE

a municipal corporation governed by the *Municipal Government Act*,
R.S.A. 2000, c. M-26,
(the "Town")

-and-

VILLAGE OF CAROLINE

a municipal corporation governed by the *Municipal Government Act*,
R.S.A. 2000, c. M-26,
(the "Village")

**CLOSED INDUSTRIAL CELLS
COST SHARING AND LIABILITY AGREEMENT**

WHEREAS Section 3 of the Municipal Government Act, R.S.A. 2000, c. M-26, provides that the purposes of a municipality include the provision of services that, in the opinion of council, are necessary or desirable for all or a part of the municipality;

AND WHEREAS the County, the Town and the Village recognize that inter-municipal co-operation will benefit all of their citizens;

AND WHEREAS the County, the Town and the Village were formerly parties to a waste services agreement dated June 20, 2001 that in part, governed the Closed Industrial Cells;

AND WHEREAS the agreement dated June 20, 2001 was terminated effective March 31, 2020;

AND WHEREAS each of the Parties to this Agreement obtained a benefit from the Closed Industrial Cells prior to their closure;

AND WHEREAS the County is or will become the Approval Holder of Approval No. 10052-02-00 (the "Approval") with respect to a Class II landfill located at NE ¼, SE ¼, and NW ¼ of section 12 TWP 40 Range 9 West of 5th Meridian (the "Landfill"), in which the Closed Industrial Cells are situated;

AND WHEREAS within the Landfill is a closed industrial landfill area that is defined in section 1(gg) of the Approval (the "Closed Industrial Cells");

AND WHEREAS the Approval contains certain requirements and obligations with respect to the Closed Industrial Cells;

AND WHEREAS the Parties to this Agreement have agreed to share the liability and costs associated with the Closed Industrial Cells;

AND WHEREAS the respective Councils of the Municipalities have passed all necessary bylaws or resolutions required to approve the Municipalities entering into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements contained herein, the Parties hereto covenant and agree each with the other as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 For the purposes of this Agreement, the following terms shall have the meaning set out below:
- a. **"Allocation Proportion"** means the annual allocation between the Municipalities of the Maintenance Costs as set out in Schedule "A";
 - b. **"Approval"** means Approval No. 10052-02-00 issued by Alberta Environment and Parks, effective August 29, 2017, as may be amended from time to time and attached as Appendix "A" hereto;
 - c. **"Approval Holder"** means the holder named in the Approval;
 - d. **"Closed Industrial Cells"** means the seven industrial waste cells within Area D/E of the Landfill that were constructed, operated and closed by Tervita Inc., as referenced in section 1(gg) of the Approval;

- e. **"Confidential Information"** means personal information defined in the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F- 25, and such other information as may be provided by one Municipality to one or more of the other Municipalities under an express obligation of confidentiality;
- f. **"Council"** means the municipal council for each Municipality;
- g. **"County"** means Clearwater County;
- h. **"Effective Date"** means the date on which the Term of this Agreement starts;
- i. **"Environmental Protection and Enhancement Act"** means the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 and its regulations;
- j. **"Landfill"** has the meaning that is contained in section 1(10) of the Approval;
- k. **"Maintenance Costs"** means the costs required to manage and operate the Closed Industrial Cells in compliance with the Approval, including without limitation, leachate collection and transportation, groundwater monitoring, environmental sampling and analysis, insurance, engineering services and professional fees and changes, and costs associated with the maintenance, repair and remediation of the Closed Industrial Cells, including without limitation, maintenance, repairs and remediation of the industrial landfill cap that is part of the Closed Industrial Cells;
- l. **"Municipal Government Act"** means the *Municipal Government Act*, R.S.A.. 2000, c. M-26, and its regulations;
- m. **"Municipality"** means one of the Parties to this Agreement;
- n. **"Party"** means one of the Municipalities;
- o. **"Regulator"** means Alberta Environment and Parks;
- p. **"Town"** means the Town of Rocky Mountain House; and
- q. **"Village"** means the Village of Caroline.

2 ARTICLE 2 - PURPOSE AND INTENT

2.1 The purpose and intent of this Agreement is to establish the terms and conditions by which the Municipalities will share the Maintenance Costs, and liability associated with the Closed Industrial Cells.

3 ARTICLE 3 - TERM

3.1 The term of this Agreement commences on January 1, 2021 and continues until the issuance of a reclamation certificate for the Landfill pursuant to Part 6 of the *Environmental Protection and Enhancement Act*.

4 ARTICLE 4 - RELATIONSHIP OF PARTIES

4.1 This Agreement governs and defines the Municipalities' respective rights and obligations in respect of the liability and costs associated with the management, operation and maintenance of the Closed Industrial Cells.

4.2 Nothing contained in this Agreement shall be deemed to create nor shall be interpreted as a general partnership relationship nor an agency relationship between the Parties with respect to any activities whatsoever.

4.3 Nothing contained in this Agreement shall be deemed to permit nor shall be interpreted to mean that any Party has the authority to act for or to assume any obligation or responsibility for or on behalf of any of the other Parties.

4.4 Nothing contained herein shall be interpreted to fetter the discretion of any Council.

5 ARTICLE 5 - RESPONSIBILITIES OF MUNICIPALITIES

5.1 The Approval Holder shall be responsible for the management, operation and maintenance of the Closed Industrial Cells, and shall carry out such responsibilities in a reasonable and diligent manner, and in accordance with the requirements and obligations contained in the Approval and as required by the Regulator.

- 5.2 With its first invoice issued to the Municipalities that are not the Approval Holder, and annually thereafter, the Approval Holder shall provide a summary report listing information and documentation, as is generated in the normal course of operations, relating to the Maintenance Costs, and other information and documentation as may be requested from time to time by the Municipalities that are not Approval Holders, recognizing requests beyond day to day activities will be charged to that Municipality at a reasonable cost.
- 5.3 Subject to Article 6, the Municipalities that are not the Approval Holder shall pay invoices submitted in compliance with Article 6 herein.
- 5.4 The Approval Holder shall provide as much notification as possible to the Municipalities which are not the Approval Holder if the Approval Holder is, or reasonably becomes aware of, any changes which may result in a change to the Maintenance Costs whereby the Maintenance Costs exceed six hundred thousand dollars (\$600,000.00).
- 5.5 Upon providing reasonable prior notice to the Approval Holder, the Municipalities that are not the Approval Holder shall be entitled to review books, records and accounts with respect to the Approval Holder's Maintenance Costs, recognizing requests beyond day to day activities will be charged to that Municipality at a reasonable cost.

~~6~~
6 ARTICLE 6 COST SHARING

- 6.1 Not later than January 30, the Approval Holder shall provide the Municipalities that are not the Approval Holders with invoices for the previous year which include:
- a. the total Maintenance Costs;
 - b. the Allocation Proportion of the Municipalities; and
 - c. supporting documentation for the amounts listed in (a) and (b) above.
- 6.2 Within 45 days of delivery of the invoice, the Town and the Village shall remit full payment of the invoice to the Approval Holder.
- 6.3 If a Municipality who is not the Approval Holder disputes the Maintenance Costs, or its Allocation Proportion, or any part of it, (the "Disputing Municipality"), the Disputing Municipality shall nevertheless remit the full amount of its invoiced Allocation Proportion to

the Approval Holder. The disputed amount shall then be subject to the dispute resolution provisions contained in Article 9.

6.4 If at the conclusion of the Dispute Resolution Process, it is agreed or determined that the Disputing Municipality has paid an excess of the required amount, such excess shall be promptly reimbursed by the Approval Holder.

6.5 For greater certainty, it is agreed and acknowledged that a Municipality who is not the Approval Holder shall not be entitled to hold back or deduct any amounts from its invoiced Allocation Proportion pursuant to Article 6.1.

6.6 The Municipalities agree that they shall share, in accordance with the Allocation Proportion, the Maintenance Costs associated with the Closed Incinerator Cells until such time as the issuance of a reclamation certificate for the Landfill pursuant to Part 6 of the *Environmental Protection and Enhancement Act*.

7 ARTICLE 7 – INSURANCE

7.1 During the Term the Approval Holder shall obtain and maintain:

- a. Environmental Liability Insurance in the amount of not less than five million dollars (\$5,000,000.00); and
- b. a liability insurance policy for bodily injury (including death) and property damage in an amount of not less than five million dollars (\$5,000,000.00) for any one occurrence (unless otherwise specified).

7.2 The Approval Holder shall provide to a requesting Municipality, on reasonable notice, evidence of the insurance required by Article 7.1.

8 ARTICLE 8 – INDEMNITY AND FORCE MAJEURE

8.1 The County in its capacity as a municipality as well as the Approval Holder, the Town and the Village shall be liable to and shall indemnify and hold harmless each other and their respective mayors, Reeves, councillors, officers, employees, contractors, subcontractors, consultants, advisors, insurers, volunteers, agents, representatives, permitted successors and assigns (each an "Indemnified Party") from and against any and all claims, demands, actions, causes of action,

obligations, damages, losses, deficiencies, costs, liabilities and expenses (including all reasonable legal fees on a solicitor and own client basis), disbursements, fines, penalties, suits, proceedings, remediation and clean-up costs, third party claims, governmental claims, strict liability claims and demands of whatever nature (including without limitation, bodily injury or loss of or damage to property) (the "Claim") whether arising in contract, tort (including without limitation to negligence and occupiers' liability) any other legal theory, or in equity, suffered by, imposed upon, sustained or asserted against any Indemnified Party as a result of, in respect of, arising out of, or related to:

- a. any breach, violation, deficient performance or non-performance of any provision of this Agreement;
- b. any loss of life or bodily injury to any person that is related, directly or indirectly, to the obligations of the Municipalities under of this Agreement;
- c. any breach or contravention of any applicable laws, policies or regulations that is related, directly or indirectly, to the obligations of the Municipalities under of this Agreement;

except where the Claim arises due to a negligent or willful act or omission by a Municipality or any other person for whom the Municipality is responsible at law (including without limitation, its invitees and licensees) that is related, directly or indirectly, to the obligations of the Municipalities under this Agreement.

8.2 The Municipalities acknowledge and agree that all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind any of the Municipalities may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, or arising as a direct or indirect result of or in connection with the performance or failure to perform of any of the Municipalities' obligations pursuant to this Agreement shall be shared by the Municipalities on the agreed Allocation Proportion basis as set out in Schedule "A", section 1 and each Municipalities' liability for indemnification under Article 8.1 is limited to their respective Allocation Proportion set out in Schedule "A", section 1.

8.3 Despite Article 8.2, the Municipalities are not obligated to indemnify a Municipality where the Claim arises due to that Municipality's negligent or willful act or omission or any other person

for whom that Municipality is responsible at law (including without limitation, its invitees and licensees) that is related, directly or indirectly, to the obligations of the Municipality under this Agreement.

8.3 Articles 8.1 to 8.3 survive the expiration or earlier termination of this Agreement.

Force Majeure

8.4 A Party shall not be considered in breach of this Agreement or under any liability to the other Party for non-performance, part performance, defective performance or delay in the performance of its obligations under this Agreement, as a result of an event of Force Majeure, which means an event which is directly or indirectly caused by or is a result of a circumstance beyond the Party's reasonable control, including but not limited to:

- a. acts of God,
- b. outbreak of hostilities, riots, civil disturbance, acts of terrorism,
- c. acts of a government or other authority (which are not caused by an error, omission or breach of law of the Party) and which are resisted by the Party using lawful and reasonable means,
- d. fire, explosion, flood, fog, hail, snow, sleet, lightning, or other weather,
- e. power failure or failure of communication lines,
- f. theft, malicious damage, strike, lock-out or industrial action of any kind,
- g. pandemic or unusual disease outbreak, or
- h. labour shortages in the Alberta market for personnel (if the Party seeking to invoke the benefit of this article offers reasonable compensation and terms to employees),

but in no event shall a lack of funds be an event of Force Majeure for a Party.

8.5 Despite the relief granted by Article 8.5, the Party who invokes the benefit of that article shall nevertheless endeavour, acting reasonably, in any situation to perform its obligations to the extent possible and as soon as possible.

- 8.6 A Party shall not be entitled to relief under Article 8.5 in any circumstances where it has caused or substantially contributed to any delay or failure in the performance of its obligations by any default on its part.
- 8.7 In the event a Party wishes to invoke the benefit of Article 8.5, that Party shall promptly notify the other Party in writing of the reasons and the likely duration of the period during which there will be non-performance, part performance, defective performance or delay in the performance of its obligations.
- 8.8 Immediately the circumstances giving rise to the event of Force Majeure cease, the Party who has invoked the benefit of Force Majeure must notify the other Party of the cessation.

9 ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 The Problem Resolution Guidelines principles set out in the September 13, 2013 "Stronger Together" Agreement shall guide the Municipalities in all dispute resolution matters.
- 9.2 Unless specifically described herein to the contrary, the following provisions shall apply to the resolution of conflicts between the Parties as they arise:
- a. The Municipalities agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after its expiration promptly and in an amiable manner to direct negotiations between the Parties.
 - b. The Municipalities shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation and arbitration, unless and until this Agreement is lawfully terminated according to its terms, including without limitation, the obligation to remit to the Approval Holder its Allocation Proportion as required by Article 6.
 - c. Initially, the dispute shall be referred to the respective CAOs of the Municipalities. The CAOs shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration.
 - d. If a dispute cannot be resolved by the Municipalities by mutual agreement within a time period that is reasonably satisfactory to the Party raising the issue under consideration, any Party may submit the dispute for mediation. Any Party may, on notice to the other Parties, request that mediation take place and the Parties shall select

a mediator whose qualifications are appropriate to the matter to be mediated. The mediator shall designate a place for a meeting of the mediator with representatives of the Parties. During the mediation process, no action will be taken by either Party to commence or continue arbitration proceedings under this Agreement. The cost of the mediator will be equally shared by the Parties, unless otherwise agreed to. Any mediation which takes place will be strictly confidential. No proposal or concession made by any Party in the course of mediation may be used by the Parties in any subsequent proceedings. The mediator may not be called by any Party as a witness in any subsequent proceedings.

e. Should mediation fail to result in a resolution of the dispute within fifteen (15) days after the Parties initially attempted to mediate the dispute, any Party may submit the dispute for arbitration as provided for below. The determination arising out of the arbitration process shall be final and binding upon the Parties.

f. Subject to Article 9.2g, the arbitration shall be conducted in accordance with the following process:

- i. The arbitration shall be carried out by a single arbitrator;
- ii. If the Parties cannot agree on a mutually acceptable arbitrator, each Municipality shall produce a list of three (3) candidate arbitrators. In the event there is agreement on an arbitrator from the candidate list, arbitration will proceed using the arbitrator. If an arbitrator cannot be agreed upon or is not found, the Municipalities shall request the Alternative Dispute Resolution Institute of Alberta to make the selection of an appropriate arbitrator, and the Municipalities shall be bound by such selection;
- iii. The proceedings before the arbitrator shall be in writing only consisting of relevant documents and written submissions. The arbitrator shall not issue written reasons. The arbitrator's decision shall be final and binding.
- iv. The arbitrator shall determine which Municipality shall bear the costs of the arbitration; and
- v. Except as modified herein, the provisions of the *Arbitration Act*, R.S.A. 2000, c. A-43 shall govern the arbitration process.

g. Where the disputed amount has been assessed by the Approval Holder, acting reasonably, to equal or exceed seventy five thousand dollars (\$75,000.00), Article 9.2.f.iii shall not apply. In such case any Municipality that is party to the dispute may elect to have the arbitration conducted as an oral hearing, including without limitation, oral evidence, cross-examination and oral and written submissions. The arbitrator shall issue written reasons for decision, and the decision shall be final and binding. The remainder of Article 9.2.f shall continue to be applicable to the arbitration.

10 ARTICLE 10 - NOTICES

10.1 All notices sent pursuant to the terms of this Agreement shall be served by one of the following means:

- a. personally, by delivering it to the Parties on whom it is to be served at the address set out herein, provided that such delivery shall be made during normal business hours (8:30 a.m. - 4:30 p.m. on a normal business day excluding weekends and statutory holidays). Personally delivered notice shall be deemed received when actually delivered as set out above;
- b. by fax, e-mail or by any other like electronic method by which a written message may be sent, directed to the Parties upon whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - i. upon transmission with answer back confirmation if received within the normal hours of the business day; or
 - ii. at the commencement of the next ensuing business day following transmission with answer back confirmation thereof if not received within the normal hours of the business day; or

- c. by single registered mail in a prepaid envelope. Notice shall be deemed received five (5) days after mailing. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of the postal interruption shall be deemed to have been received unless actually received.

10.2 Notices shall be sent to the following addresses:

a. **To the County:**

Clearwater County
P.O. Box 550
4340-47 Avenue
Rocky Mountain House, AB
T4T 1A4
Fax No.: (403) 845-7330
E-Mail: admin@clearwatercounty.ca
Attention: Chief Administrative Officer

b. **To the Town:**

Town of Rocky Mountain House
P.O. Box 1509
Rocky Mountain House, AB
T4T 1B2
Fax No.: (403) 845-3230
E-Mail: town@rockymtnhouse.com
Attention: Chief Administrative Officer

c. **To the Village:**

Village of Caroline
5004-50 Avenue
Caroline, AB
TOM OMO
Fax No.: (403) 722-0050
E-Mail: info@villageofcaroline.com
Attention: Chief Administrative Officer

11. ARTICLE 11 - CONFIDENTIALITY

11.1 Each Municipality shall:

- a. hold and shall cause all of its elected officials, employees, volunteers, contractors and agents to hold all Confidential Information in strict confidence,
- b. comply with and require its elected officials, employees, volunteers, contractors and agents to comply with all applicable privacy legislation including but not limited to the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000 c. F-25, and
- c. not disclose any Confidential Information to any third party during or after the Term or termination of this Agreement.

11.2 The obligations set out in Article 11.1 apply to any and all Confidential Information except that which is:

- a. required to be disclosed at law;
- b. in the public domain or of which the Municipality becomes aware, not involving a breach by it or the person informing them of a confidentiality obligation provided that such use is not prohibited by or in any way contravenes any applicable legislation, including but not limited to the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000 c. F-25, or
- c. provided by the Municipality in confidence to its financial or legal advisors.

12 ARTICLE 12 - GENERAL

- 12.1 The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement nor any provision hereof.
- 12.2 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement, the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions of this Agreement and its covenants shall be construed to be joint and several when applicable to more than one Party.
- 12.3 This Agreement shall not be assigned to any Municipality to any other Municipality, person, firm or corporation without the prior written consent of the other Municipalities, which consent will not be unreasonably withheld.
- 12.4 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- 12.5 This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta.
- 12.6 A reference to a statute or regulation in this Agreement means the statute or regulation as it is amended or replaced from time to time.
- 12.7 No consent or waiver, express or implied, by any Party to or of any breach or default by the other Party in the performance of the other Party or Parties of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such Party. Failure on the part of any Party to complain of any act or

failure to act of the other Party or Parties or to declare the other Party or Parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

- 12.8 If any term, covenant or condition of this Agreement or the application of it to any Party or circumstance shall be invalid or unenforceable to any extent, the remainder of the Agreement or application of such term, covenant or condition to a Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall remain valid and enforceable.
- 12.9 There are no conditions to this Agreement, either subsequent nor precedent, except as set forth herein. This Agreement, the attached Schedule "A" and the attached Appendix "A" constitute the entire agreement relating to the Closed Industrial Cells.
- 12.10 This Agreement may be amended from time to time by the mutual consent of all Parties. A record of any such consent and amendment must be in writing and a copy thereof shall bear the signatures of each of the Parties and shall be attached to and form part of this Agreement.
- 12.11 The Parties covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time to carry out the terms and conditions of this Agreement in accordance with their true intent.

[Rest of the page left intentionally blank]

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

IN WITNESS WHEREOF the Parties have set their seals and hands of their proper offices in that behalf on the day and year first written above.

TOWN OF ROCKY MOUNTAIN HOUSE

CLEARWATER COUNTY

Per: _____

Per: _____

Per: _____

Per: _____

VILLAGE OF CAROLINE

Per: _____

Per: _____

FORWARDED

SCHEDULE "A"

ALLOCATION PROPORTION

**ALLOCATION PROPORTION FOR
MAINTENANCE COSTS (Article 1.1k)**

1. The Allocation Proportion is calculated based by dividing each Municipality's population as established in the 2016 Federal Census by the total population of all three Municipalities as established in the 2016 Federal Census. The Allocation Proportion for each Municipality is:

County	62.5%
Town	34.5%
Village	3%

2. To create the invoices referenced in Article 6.1 the Approval Holder shall multiply each Municipality's Allocation Proportion by the annual Closed Municipal Landfill Maintenance Costs and the Maintenance Costs as detailed below:

- a. County's Allocation Proportion X the Maintenance Costs = County's payment obligation.
- b. Town's Allocation Proportion X the Maintenance Costs = Town's payment obligation.
- c. Villages' Allocation Proportion X the Maintenance Costs = Village's payment obligation.

To: Village Council

From: Craig Curtis, CAO

Re: 2021 Operating and Capital Budget: Final Approval

Date: April 20th., 2021

The 2021 Interim Operating and Capital Budget was approved by Village Council on December 11th 2020. In order to adopt the tax rate bylaw for 2021 it is now necessary for Council to give **final approval** to the Budget.

Recommendation:

That the Council of the Village of Caroline approve the 2021 Operating and Capital Budget for the Village .

TAX RATE BYLAW

**A BYLAW TO AUTHORIZE THE RATES OF TAXATION TO BE LEVIED AGAINST
ASSESSABLE PROPERTY WITHIN THE VILLAGE OF CAROLINE FOR THE
2021 TAXATION YEAR.**

Whereas the Village of Caroline has prepared and adopted detailed estimates of the municipal revenue and expenditures as required, at the Council meeting held April 22, 2021; and

Whereas, the estimated municipal expenditures and transfers set out in the budget for the Village of Caroline for 2021 total \$1,094,479.00; and, the estimated municipal revenues and transfers from all sources other than taxation is estimated at \$596,966.00 and the balance of \$497,513.00 is to be raised by general municipal taxation; and

Whereas, the requisitions are:

Alberta School Foundation Fund (ASFF) and Red Deer Catholic School Board	
Residential/Farm Land	\$ 68,807.39
Non-residential	\$ <u>31,282.43</u>
Total School Requisitions	\$ 100,089.82
Westview Lodge	\$ 3,728.94
DIP Requisition	\$ 81.85

and,

Whereas the Council of the Village of Caroline is required each year to levy on the assessed value of all property tax rates sufficient to meet the estimated expenditures and the requisitions; and

Whereas, the Council is authorized to classify assessed property, and to establish different rates of taxation in respect to each class of property, subject to the Municipal Government Act, Chapter M26, Revised Statutes of Alberta, 2000; and

Whereas, Section 357 (1) of the Municipal Government Act provides that the Municipal Tax Bylaw “may specify a minimum amount payable as property tax” Council of the Village of Caroline hereby enacts, pursuant to Sections 353 and 354 of the Municipal Government Act the following:

Where the application of tax rates established by the bylaw to the assessment of any taxable

property would result in a total municipal levy payable of less the \$300, the tax shall be assessed at \$300 and deemed to be the municipal tax payable.

Whereas, the assessed value of all property in the Village of Caroline as shown on the assessment roll is:

Residential	\$ 25,914,340.00
Non-residential	\$ 8,524,060.00

NOW THEREFORE, under the authority of the Municipal Government Act, the Council of the Village of Caroline, in the Province of Alberta enacts as follows:

1. That the Chief Administrative Officer is hereby authorized to levy the following rates of taxation on the assessed value of all property as shown on the assessment roll of the Village of Caroline:

2021	Tax Levy	Assessment	Tax Rate
General Municipal			
Residential/Farmland	\$ 361,721.82	\$ 25,914,340.00	0.0139584
Non-residential	\$ 135,791.14	\$ 8,524,060.00	0.0159303
Minimum Municipal Levy	\$ 300.00		
ASFF/RDCSD			
Residential/Farmland	\$ 68,807.39	\$ 25,914,340.00	0.0026552
Non-residential	\$ 31,282.43	\$ 8,486,970.00	0.0036859
Westview Lodge			
Residential/Farmland	\$ 2,840.34	\$ 25,914,340.00	0.0001096
Non-residential	\$ 888.60	\$ 8,524,060.00	0.0001042
Designated Industrial	\$ 81.85	\$ 1,068,510.00	0.0000766

1. That this bylaw shall take effect on the date of the third and final reading.

Read a first time this 22nd day of April A.D., 2021.

Read a second time this 22nd day of April A.D., 2021.

Given UNANIMOUS consent to go to third reading on this 22nd day of April 2021.

Read a third and final time this 22nd day of April A.D., 2021.

Mayor

John Rimmer

Chief Administration Officer

Craig Curtis



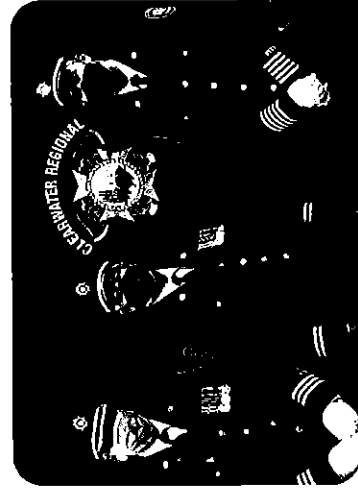
Clearwater Regional Fire Rescue Services

Fire Chief's Report March 2021

1. Wildland Urban Interface Program Update – The WUI program has shifted from Municipal Affairs to Alberta AG & Forestry, the Ministers has approved \$1,000,000 grant to continue the program from April 1, 2021 to March 31, 2022. It is expected that the grant will be split between Clearwater and High Level fire departments, with the final grant agreement expected to be confirmed in April. Currently the WUI Team is working on FireSmart projects and drone mapping of high-risk wildland urban interface areas in subdivisions throughout Clearwater County. Along with that WUI will be instructing 1051 Wildland firefighting to Sylvan Lake, as well as a group of firefighters with CRFRS.
2. Leslieville Public Services Building is now operational, the firefighters and equipment moved into the hall on March 30th. The members are continuing to organize and finalize the setup of the building with assistance from Clearwater County's facilities department. With the move completed, Engine 101 and Tender 102 have now been transitioned to the new apparatus delivered in January.
3. The Firefighter Training Tower Request for Proposal (RFP) was awarded to the Fire Training Solutions. The Training Officers created the design and the drawings have been sent to the engineer. With the initial deposit, Sea cans will be purchased to start the construction at the Leslieville site with expected completion by September.
4. Recruitment for the vacant Assistant Fire Chief is still underway and has taken longer than anticipated. With an initial offer to an individual in March that was unfortunately declined, staff needed to setup another round of interviews in April. Once an employment contract is confirmed, the Chief will provide a further update at that time.
5. The Director and Chief met with Clearwater County's Planning and Public Works Operations departments to discuss the dry hydrant report and actions moving forward for dry hydrant maintenance and repair. Emphasis has been put on the Tamarack Trail pond for 2021, Engineering has taken the lead on the County's Dry Hydrant program.
6. The Chief was asked to partake in the new Fire Smart Home Assessment Train the Trainer course. This program was offered by Fire Smart Alberta and will allow for us to train our staff internally on how to perform a Fire Smart Home Assessment. New software has been implemented Provincially, the goal is to have members trained and over the next 5 years to have a large portion of the homes in the FPA to be assessed.
7. Annual firefighter fitness tests, and annual reviews, and SCBA fit tests have been completed.

8. Firefighter award Presentations were held during regular station training nights due to COVID19 restrictions and presentations were done by Chief Debienne and DC Stewart with individuals.

Station	Recipient	Award Received
10 Leslieville	Chelsea Olsen	3 Year Service Award
	Joseph Friesen	
	Robert Simpson	5 Year Service Medal
	Gordon Laird	
	Dan Jahraus	30 Year Service Medal
20 Condor	Travis Graham	3 Year Service Award
	Janelle Beckett	5 Year Service Medal
	Cory Pittendriegh	7 Year Service Award & Exemplary Service
30 Caroline	Mitchell Watton	7 Year Service Award
	Carl Britton	12 Year Service Medal
	Dean Townsend	12 Year Service Medal & Esprit De Corps
	Chad Wolf	12 Year Service Medal
	Jason Benz	3 Year Service Award & Most Improved Firefighter
		5 Year Service Medal
	Tim Plante	
	Wayne McMullan	
	William Groves	30 Year Service Medal
	Michael Benum	3 Year Service Award
50 Nordegg 60 Rocky	Mike Bell	
	Darion Parson	
	Ryan Moncrieff	
	Cole Neville	
	Brayden Boyko	
	Kayden Dorosh	5 Year Service Medal
	Corinna Dorosh	
	Sara Lambert	
	Jeff McLeod	
	Sam Parkin	5 Year Service Medal & Firefighter of the Year
	Dan Sweeting	7 Year Service Award
	Aaron Townsend	10 Year Service Award
	Andrew Park	12 Year Service Medal
	Jared OpdenDries	15 Year Service Award
	Peter O'Toole	30 Year Service Medal
Jayden Klein	1 Year Service Award & Outstanding Rookie Firefighter	
Kristofer Heemeryck	Officer of Distinction	



9. Certified Training:

- NFPA 1001-L1 complete (13 students)
- Rope Operations Course (12 students)
- Rope Technician (12 students)
- Ice Rescue Training (6 students)
- Advanced Ice Rescue (4 students)
- Bootcamp with First Aid Course complete (6 students)

10. Station Unit Update:

- o Fire Units #906, 908, 101 and 102 have been officially put into service.
- o Old units #601 & 303 –have had decals removed & stripped and are in care and control of Fleet Manager
- o 101 – Has been serviced and is awaiting a signed contract as a trade in for unit 205. We believe trade in value will supersede that of an auction and is permitted as per Clearwater County Fleet plan.
- o 102 – Has been serviced, awaiting decals changed to 601. Once completed, this unit will be placed in the Rocky Station.
- o 602 – Will soon come out of service and come under the care and control of the Fleet Manager.
- o 906 – has been disposed.
- o 908 – Currently being serviced and will return to HQ for the Assistant Fire Chief, until later this fall and the arrival of one of the new command units.

11. March POC Time Summary:

Descriptions	Number of Sessions	Total Session Hours	Total Man Hours
Practice	31	101.50	1092.00
Regional Training	26	228.50	2612.00
Other	7	60.50	131.00
Casual Hours	12	6.75	93.50
General Meeting	2	53.75	61.75
Incidents	34	51.50	378.15
Subtotal	112	502.50	4368.40

Statistics:

Motor Vehicle	3	Fire Investigation	1	Structure	5	Co-Response	5
Ice/Water	1	Fire Inspection	0	Brush/Grass	0	First Response	5
Confined Space	0	Odor Complaint	0	Wildland	2		
Technical Rope	0	Public Hazard/ Public Service	0	Motor Vehicle	4		
Farm	0	Carbon Monoxide	1	Oil & Gas	0		
Industrial	0	False Alarm	6	Other	0		
Power Lines	0						
OHV	0						
Other	1						

Stn#10 Leslieville	2	Station 10	6	Clearwater County	21
Stn#20 Condor	2	Station 20	7	RMH	10
Stn#30 Caroline	7	Station 30	0	Caroline	3
Stn#50 Nordegg	1	Station 50	0	Out of Area – Mutual Aid	0
Stn#60 Rocky	22	Station 60	4		
Stn#90 HQ	0	Station 90	0		