

VILLAGE OF CAROLINE
REGULAR COUNCIL MEETING AGENDA
Thursday February 17th, 2022, 5:30 pm
Village of Caroline Council Chambers, 5004-50 Ave.
VIRTUAL MEETING

1. **CALL TO ORDER**
2. **ADOPTION OF AGENDA:**
3. **ADOPTION OF MINUTES:**
 - 3.1 Council Meeting Minutes February 3rd, 2022 (to follow)
4. **DELEGATION(S):**
 - 4.1 None
5. **STAFF REPORTS**
 - 5.1 CAO Report (verbal)
6. **COMMITTEE & BOARD REPORTS:**
 - 6.1 Mayor Report (memo attached) Page 1
 - 6.2 Councillor Reports
7. **BUSINESS:**
 - 7.1 Rocky Mountain Regional Waste Authority: 2020 Financial Statements. Pages 2-73
 - 7.2 Clearwater County- Village of Caroline Amalgamation. Pages 74-94
 - 7.3 In-person Council Meetings Pages 95-111
 - 7.4 Procedural Bylaw (verbal report)
8. **DISCUSSION, CORRESPONDENCE, INFORMATION ITEMS:**
 - 8.1 Fire Services Report January 2022 Pages 112-115
 - 8.2 Letter from the National Police Federation dated February 9, 2022. Page 116
 - 8.3 Clearwater Community Policing Advisory Committee (CCPAC) Meeting Minutes February 9,2022. Page 117-119
 - 8.4 Letter from Rocky Senior Housing Council dated February 7, 2022. Pages12-121
Re: 5% increase in Operating Fund Requisition.
9. **CLOSED SESSION**
 - 9.1 Land Discussion *For discussions relating to and in accordance with: a) the Municipal Government Act, Section 197(2) and b) the Freedom of Information and Protection of Privacy Act, Section 16 (1)(a)(i),(b),(c)(i)
10. **ADJOURNMENT**

VILLAGE OF CAROLINE COUNCIL

Minutes of Regular Council Meeting of Village Council, Province of Alberta, held in Chamber on Thursday February 3rd, 2022, at 5:30pm with information posted on Village Facebook Page for public live stream for attendees through Zoom.

Meeting Location: 5004-50 Ave.

Virtual Attendance: Councillors: Mary Ann Wold, Debbie Nelson, Barbara Gibson, John Rimmer, Donny Nichols

Staff: CAO Craig Curtis, Municipal Clerk Sandy Buckberry

1. Call to Order

Mayor Nelson called the meeting to order at 5:33 pm

2. Adoption of Agenda

Motion 276.02.03

Moved by Councillor Rimmer to add 7.3 Members at Large to the agenda

CARRIED

Motion 277.02.03

Moved by Councillor Nichols to adopt amended Agenda

CARRIED

3. Adoption of Minutes

Motion 278.02.03

Moved by Councillor Gibson to adopt February 3rd, 2022 Council minutes as presented.

CARRIED

4. Delegation(s):

4.1 None

5. Staff Reports

5.1. CAO Report (Verbal)

Motion 279.02.03

Moved by Councillor Wold that the CAO (verbal) report be received as information

CARRIED

6. Committee & Board Reports

6.1 Mayor Report

- Promotional Items

VILLAGE OF CAROLINE COUNCIL

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Motion 280.02.03

Moved by Councillor Nichols that the Council Communications Budget be used for Promotional items

CARRIED

- Honoraria
- Meeting with RCMP Reunion
- Meeting with Yellowhead

6.2 Council Reports

Councilor Gibson

- Meeting with RCMP Reunion
- Meeting with Parkland Library

Councillor Wold

- Nothing to report

Councillor Nichols

- Nothing to report

Councillor Rimmer

- Nothing to report

Motion 281.02.03

Moved by Councillor Nichols to accept Councilor reports as presented.

CARRIED

7. Business

7.1. Presentation by Roy Bedford with Alberta Municipal Affairs

Motion 282.02.03

Moved by Councillor Nichols That the Village of Caroline accept the presentation by Roy Bedford to be received as information.

CARRIED

7.2. Procedural Bylaw Amendments

Motion 283.02.03

Moved by Councillor Rimmer that the Council of the Village of Caroline that the current Procedural Bylaw remain in place until the completion of the review.

CARRIED

VILLAGE OF CAROLINE COUNCIL

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8. Discussion, Correspondence, and Information Items

8.1. Code of Conduct

8.2. Renumeration

Motion 284.02.03

Moved by Councillor Nichols that Items 8.1 and 8.2 be received as information.

CARRIED

8.3 Alberta Municipalities: Police Review

Motion 285.02.03

Moved by Councillor Rimmer that the councillors virtual attendance of the Police Review meetings be considered as a formal meeting.

CARRIED

Motion 286.02.03

Moved by Councillor Gibson to include the watching of the Video's of the police review meetings.

CARRIED

9. Closed Session

None

10.0 Adjournment

Motion 287.02.03

Moved by Mayor Nelson that the meeting be adjourned

CARRIED

VILLAGE OF CAROLINE COUNCIL

Minutes of Regular Council Meeting of Village Council, Province of Alberta, held in Chamber on Thursday February 3rd, 2022, at 5:30pm with information posted on Village Facebook Page for public live stream for attendees through Zoom.

The meeting adjourned at 7:26pm

MAYOR

CAO

Craig Curtis

From: Debbie Nelson
Sent: February 9, 2022 11:56 AM
To: Craig Curtis
Subject: Events

Please place on the agenda I will be attending the Mayors Event in Edmonton on March 9/10. \$165 for registration \$350 for room and mileage. Also I will be attending mayors/reeves conference Red Deer March 16th

To: Village Council
From: Craig Curtis, CAO
Re: Rocky Mountain Regional Waste Authority:
Financial Statements Year ended December 31,2020

Date: February 10th, 2022

The 2020 financial statements for the Rocky Mountain Regional Waste Authority were considered by the Intermunicipal Collaboration Committee (3 parties) at its meeting on December 13th, 2021. The committee referred the matter to the three member councils for consideration and potential approval. The Committee minutes and the report on the audit are attached.

Prior to the ICC meeting, I requested an explanation as to why the post-closure costs in the audit had increased from \$4,883,528 to \$7,485,979 between 2019 and 2020. I have since received a full explanation from Acting CAO Murray Hagan and the explanation is confirmed by the auditor. I have reviewed the engineering report, which has not changed. The difference is that the 2019 estimates were based on the useful life of the landfill as a whole, whereas the revised number recognises there is no capacity left in the closed industrial cells.

The approval of the audit is an important financial foundation for finally resolving the dissolution of the Rocky Mountain Waste Authority, which was in reality a rather loosely structured joint venture. To provide background on this complex process, I attach my report to Council dated April 22nd, 2021 together with the agreements adopted at the time.

Recommendation:

That the Council of the Village of Caroline approve the 2020 Financial Statements for the Rocky Mountain Regional Waste Authority.

Craig Curtis

From: Murray Hagan <mhagan@clearwatercounty.ca>
Sent: February 7, 2022 3:24 PM
To: Craig Curtis; Dean Krause
Cc: Tracy Haight
Subject: FW: Regional Landfill: Increase in Post Closure Liability
Signed By: mhagan@clearwatercounty.ca

I am planning to take the financial statements to County Council February 22nd for approval. What are your plans?

Murray Hagan
Interim Chief Administrative Officer



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

From: Jeff Alliston <JAlliston@metrixgroup.ca>
Sent: Wednesday, January 5, 2022 2:09 PM
To: Craig Curtis <ccurtis@villageofcaroline.com>; Murray Hagan <mhagan@clearwatercounty.ca>
Cc: Christopher Read <cread@clearwatercounty.ca>; Kurt Magnus <KMagnus@clearwatercounty.ca>; Dean Krause <dkrause@rockymtnhouse.com>; Betty Quinlan <bquinlan@rockymtnhouse.com>; Rhonda Serhan <RSerhan@clearwatercounty.ca>; Tracy Haight <THaight@clearwatercounty.ca>
Subject: RE: Regional Landfill: Increase in Post Closure Liability

I concur with Murray's evaluation.

Thanks,

Jeff Alliston, CPA, CA | Partner

 12840 St. Albert Trail, Edmonton AB T5L 4H6
 780.489.9606 X 125
 jalliston@metrixgroup.ca
 metrixgroup.ca | [f](#) [t](#) [in](#) [@](#)



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From: Craig Curtis <ccurtis@villageofcaroline.com>
Sent: Wednesday, January 5, 2022 1:59 PM
To: Murray Hagan <mhagan@clearwatercounty.ca>
Cc: Christopher Read <cread@clearwatercounty.ca>; Kurt Magnus <KMagnus@clearwatercounty.ca>; Dean Krause <dkrause@rockymtnhouse.com>; Betty Quinlan <bquinlan@rockymtnhouse.com>; Rhonda Serhan <RSerhan@clearwatercounty.ca>; Jeff Alliston <JAlliston@metrixgroup.ca>; Tracy Haight <THaight@clearwatercounty.ca>
Subject: RE: Regional Landfill: Increase in Post Closure Liability

CAUTION: This is an external email and has a suspicious subject or content. Please take care when clicking links or opening attachments. When in doubt, please forward to support@yardsticktechnologies.com for review.

Hi Murray,
I think I am almost on your page. I look forward to the report and would appreciate a simple concurrence from the auditor to give to our Council
Thanks
Craig

From: Murray Hagan <mhagan@clearwatercounty.ca>
Sent: January 5, 2022 1:18 PM
To: Craig Curtis <ccurtis@villageofcaroline.com>
Cc: Christopher Read <cread@clearwatercounty.ca>; Kurt Magnus <KMagnus@clearwatercounty.ca>; Dean Krause <dkrause@rockymtnhouse.com>; Betty Quinlan <bquinlan@rockymtnhouse.com>; Rhonda Serhan <RSerhan@clearwatercounty.ca>; Jeff Alliston <JAlliston@metrixgroup.ca>; Tracy Haight <THaight@clearwatercounty.ca>
Subject: Re: Regional Landfill: Increase in Post Closure Liability

Good afternoon Craig. The engineering report is available, and we will send you a copy. Be advised, however, that this is the same report the 2019 liability estimate was based on.

We confirmed with the engineering firm that there were no significant changes to the assumptions used for the report between years. Thus, we, and the auditors, were able to rely on this information for the 2020 estimate calculation without the need for a new report.

The only change that occurred involved assumptions regarding available capacity which, in turn, affects the proportion of the overall liability recognized at the end of each period. As explained previously, the 2019 (and previous) calculations were based on the useful life of the landfill as a whole. For 2020, an observation was made by the auditors that a more accurate calculation would result by recognizing that the present value of the portion of the liability attributable to the closed industrial cells should be fully accrued given that there is no capacity left for that portion of the landfill. This produced the higher estimate for the present value of closure/post-closure costs for 2020.

The County and the Town concur with this revised estimate. I can ask the auditors to provide a written explanation, but expect we will incur additional fees to do so. Alternatively, I can ask them to respond to this email and confirm, or correct, my explanation of the situation.

From: Craig Curtis
Sent: Sunday, December 26, 2021 9:46 AM
To: Murray Hagan
Subject: FW: Regional Landfill: Increase in Post Closure Liability

Murray,
Is this info now available?
Craig

From: Craig Curtis
Sent: December 25, 2021 6:21 AM
To: Christopher Read <cread@clearwatercounty.ca>
Subject: FW: Regional Landfill: Increase in Post Closure Liability

Hi Christopher,
This is for net week. Just checking this info is being prepared for us
Craig

From: Craig Curtis
Sent: December 14, 2021 2:00 PM
To: Christopher Read <cread@clearwatercounty.ca>
Cc: Debbie Nelson <dnelson@villageofcaroline.com>; Barbara Gibson <bgibson@villageofcaroline.com>
Subject: Regional Landfill: Increase in Post Closure Liability

Hi Christopher ,
As you know we have concern regarding post closure liability in the audit. To help our Council understand this could you send us a copy of the engineering report on which this is based and the auditors comments in writing
Thanks
Craig:



Intermunicipal Collaboration Committee Meeting

Minutes

Clearwater County Council Chambers
4340 – 47 Avenue, Rocky Mountain House
Monday, December 13, 2021
1:00 pm

The Intermunicipal Collaboration Committee meeting of the Councils of the Town of Rocky Mountain House, Clearwater County and the Village of Caroline was called to order at 1:00 pm.

In Attendance:

Town of Rocky Mountain House –

Debbie Baich, Mayor
Tina Hutchinson, Councillor
Dean Krause, Chief Administrative Officer
Marina Kulich, Executive Assistant
Betty Quinlan, Director of Corporate Services
Nicole Cherniwchan, Finance Officer

Village of Caroline –

Debbie Nelson, Mayor
Barbara Gibson, Councillor
Craig Curtis, Chief Administrative Officer

Clearwater County –

Daryl Lougheed, Reeve (Committee Chair)
Gennifer Mehlhaff, Councillor (alternate member)
Christopher Read, Chief Administrative Officer
Christine Heggart, Director of Emergency & Legislative Service
Murray Hagan, Director of Corporate Services
Tracy Haight, Recording Secretary
Kurt Magnus, Director Public Works Operations
Even Stewart, Assistant Fire Chief
Shawn St. Peter, Deputy Fire Chief

Metrix Group LLP – (via electronic communications)
Jeff Alliston, CPA, CA, Partner
Danny On, CPA

Regrets:

Neil Ratcliffe, Clearwater County Councillor (member)

I. Call to Order

The meeting was called to order at 1:00 pm.

II. Adoption of Agenda

Res 001-2021

Moved by Mayor Baich to adopt the December 13, 2021, Intermunicipal Collaboration Committee Meeting Agenda as circulated.

CARRIED

III. Adoption of Previous Minutes – October 22, 2020

The minutes were amended to correct wording 'October 08, 2021' to 'October 08, 2020' in *Item IV. Old Business a) Clearwater Regional Fire Rescue Services 2021 Budget*.

Res 002-2021

Moved by Mayor Baich to adopt the October 22, 2020, Intermunicipal Collaboration Committee Meeting Minutes as amended.

CARRIED

IV. Old Business

i. Rocky Mountain Regional Solid Waste Authority DRAFT Financial Statements as of Year End December 31, 2020

J. Alliston and D. On, Metrix Group LLP presented the Independent Auditors' Report and DRAFT 2020 audited financial statements for the Regional Waste Authority. They explained accompanying notes and generally accepted accounting principles and standards applied to formulate calculations for determining estimated landfill closure and post-closure costs.



J. Alliston, D. On, and M. Hagan responded to questions, and it was noted that Village of Caroline members would appreciate additional clarity on the statements before recommending Council approves the financial statements.

Res 003-2021

Moved by Mayor Baich that the Intermunicipal Collaboration Committee (ICC) refers the Rocky Mountain Regional Solid Waste Authority DRAFT Financial Statements as of Year End December 31, 2020 to each respective Council for review and discussion and that the discussion outcome is brought back to the ICC.
CARRIED

J. Alliston and D. On left the meeting.

M. Hagan reviewed the Net Asset Distribution and Closed Industrial Cells Cost Sharing & Liability Agreements. He responded to questions and confirmed any changes to the asset distribution and closure costs will be tracked.

ii. Clearwater Regional Fire Rescue Services (CRFRS) DRAFT 2022 Budget

C. Heggart reviewed applicable sections of the Intermunicipal Fire Rescue Services Agreement regarding budget review and approval process and noted a draft budget was sent to each municipality on September 30, 2021. However, with 2021 being a municipal election, it was determined by each municipality to defer the Committee's review of the budget to post-election, consequently delaying budget approval by each Council.

C. Heggart explained details in the 2022 Operating and Capital budgets, including operating budget variances and corrections to the capital projections spreadsheet, and responded to questions.

Discussion took place on the effects of recent ambulance delays on fire services budget, and it was suggested to send a letter to the provincial government outlining concerns.

E. Stewart and S. St. Peter presented a PowerPoint, 'Aerial Apparatus Proposal' that explained CRFRS Apparatus and Equipment Committee's rationale for replacing Unit 604 – Aerial 75' Ladder Truck with a Aerial Platform 100' Ladder Truck in the 2022 capital budget.

Discussion took place and the following points were noted:

- Supply chain issues are affecting equipment delivery for several fleet items.
- As per standard accounting practices, once a deposit is approved for a fleet unit purchase, the full cost of the unit is considered approved.

Fire apparatus in use after it reaches its life span incurs increased maintenance, equipment upgrade, service and insurance costs.

Res 004-2021

Moved by Councillor Mehlhaff that as per section 7.3a. of the Intermunicipal Fire Rescue Services Agreement, the Intermunicipal Collaboration Committee recommend their respective Councils' approval of the Clearwater Regional Fire Rescue Services 2022 Operating Budget as presented.
CARRIED

Res 005-2021

Moved by Councillor Mehlhaff that Intermunicipal Collaboration Committee recommend their respective Councils' approval of the Clearwater Regional Fire Rescue Services 2022 Capital Budget as presented.
CARRIED

Discussion took place on scheduling next committee meetings.

Res 005-2021

Moved by Mayor Baich that the Intermunicipal Collaboration Committee schedules the following meeting dates and times for 2022: March 3 at 9:00 am, June 9 at 9:00 am, September 8 at 9:00 am and December 1 at 9:00 am.
CARRIED

V. New Business

No new business was introduced.

VI. Adjournment

Being that the agenda matters have been concluded, the Intermunicipal Collaboration Committee Meeting adjourned at 3:45 pm.

These minutes approved this ___ day of _____, 2022.

Chair

Recording Clerk



ICC Agenda Item

Project: Rocky Mountain Regional Solid Waste Authority DRAFT Financial Statements Year Ended December 31, 2020
Presentation Date: December 13, 2021
Written By: Tracy Haight, Executive Assistant
Reviewed By: Christopher Read, CAO
Attachments: <ul style="list-style-type: none"> - DRAFT Rocky Mountain Regional Solid Waste Authority Financial Statements as of Year End December 31, 2020 - Solid Waste Agreements: <ul style="list-style-type: none"> <u>Net Asset Distribution</u> <u>Closed Industrial Cells Cost Sharing & Liability Agreement</u>
Recommendation: That the Intermunicipal Collaboration Committee recommends Councils' approval of the Rocky Mountain Regional Solid Waste Authority Financial Statements Year Ended December 31, 2020.

Background

Jeff Alliston, Metrix Group LLP, will attend the meeting virtually to present the attached financial statements for the Rocky Mountain Regional Solid Waste Authority. Mr. Alliston and Murray Hagan, Director of Corporate Services, Clearwater County, will review and explain the accompanying notes to the financial statements, answer questions and address any concerns.

Mr. Hagan will also provide an overview of the two agreements between the three municipalities and provide an update on dissolution of the Regional Solid Waste Authority and net asset distribution.

THE ROCKY MOUNTAIN REGIONAL SOLID
WASTE AUTHORITY
FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2020

INDEPENDENT AUDITORS' REPORT

To the Committee of the Rocky Mountain Regional Solid Waste Authority

Opinion

We have audited the accompanying financial statements of the Rocky Mountain Regional Solid Waste Authority (the Authority), which comprise the statement of financial position as at December 31, 2020, and the statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Authority as at December 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Emphasis of Matter - Subsequent Event

We draw attention to Note 14 to the financial statements, which describes the subsequent event related to the termination of the Authority and discontinued operations. Our opinion is not modified in respect of this matter.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Authority in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with those requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Authority's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Authority or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Authority's financial reporting process.

(continues)



Independent Auditors' Report to the Directors of the Rocky Mountain Regional Solid Waste Authority
(continued)

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but it is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control.
- Evaluate the appropriateness of accounting policies and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Authority's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Authority to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants

Edmonton, Alberta
January 25, 2022

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

To the Committee of the Rocky Mountain Regional Solid Waste Authority

The integrity, relevance and comparability of the data in the accompanying financial statements are the responsibility of the Authority's management.

The financial statements are prepared by management, in accordance with Canadian public sector accounting standards established by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. They necessarily include some amounts that are based on the best estimates and judgments of management.

To assist in its responsibility, management maintains accounting, budget and other controls to provide reasonable assurance that transactions are appropriately authorized, that assets are properly accounted for and safeguarded, and that financial records are reliable for preparation of financial statements.

Metrix Group LLP, Chartered Professional Accountants, appointed by the Committee, conducted an audit of these financial statements in accordance with Canadian generally accepted auditing standards.

Kurt Magnus
Director, Public Works Operations for Clearwater County

Murray Hagan
Director, Corporate Services for Clearwater County

Rocky Mountain House, Alberta
January 25, 2022

ROCKY MOUNTAIN REGIONAL SOLID WASTE AUTHORITY
Statement of Financial Position
As At December 31, 2020

	<u>2020</u>	<u>2019</u>
FINANCIAL ASSETS		
Cash and temporary investments (Note 2)	\$ 11,024,634	\$ 12,339,454
Accounts receivable (Note 3)	3,725,102	239,539
Goods and Services Tax recoverable	<u>84,339</u>	<u>9,812</u>
	<u>14,834,075</u>	<u>12,588,805</u>
LIABILITIES		
Accounts payable and accrued liabilities (Note 4)	2,820,675	450,007
Landfill closure and post-closure costs (Note 5)	<u>9,380,634</u>	<u>5,560,115</u>
	<u>12,201,309</u>	<u>6,010,122</u>
NET FINANCIAL ASSETS	<u>2,632,766</u>	<u>6,578,683</u>
NON-FINANCIAL ASSETS		
Tangible capital assets (Schedule 1)	4,925,770	3,189,964
Prepaid expenses and deposits	<u>23,603</u>	<u>23,757</u>
	<u>4,949,373</u>	<u>3,213,721</u>
ACCUMULATED SURPLUS (Note 7)	<u>\$ 7,582,139</u>	<u>\$ 9,792,404</u>
SUBSEQUENT EVENT (Note 14)		

ON BEHALF OF THE COMMITTEE:

_____ Clearwater County

_____ Town of Rocky Mountain House

_____ Village of Caroline

ROCKY MOUNTAIN REGIONAL SOLID WASTE AUTHORITY
Statement of Operations and Accumulated Surplus
For The Year Ended December 31, 2020

	2020 (Budget) (Note 13)	2020 (Actual)	2019 (Actual)
REVENUE			
Municipal requisition (Note 8)	\$ -	\$ 2,933,686	\$ 2,982,172
Industrial	500,150	550,659	757,812
Recycle	212,500	373,462	420,286
Investment income	60,000	144,916	263,444
Other municipal	<u>100,000</u>	<u>118,481</u>	<u>129,853</u>
	<u>872,650</u>	<u>4,121,204</u>	<u>4,553,567</u>
EXPENSES			
Salaries, wages and benefits	1,737,158	1,803,867	1,960,292
Site maintenance	499,350	713,246	561,935
Amortization of tangible capital assets	-	454,553	612,229
Equipment and building maintenance	324,300	306,772	239,068
Fuel and oil	204,050	177,703	208,951
Professional and engineering services	185,000	177,413	132,087
Contract services	14,000	47,093	23,282
Office	40,150	35,154	32,622
Supplies	36,250	31,435	33,903
Insurance, licenses and courses	44,500	27,582	26,080
Utilities	52,800	25,156	35,123
Mileage, subsistence and conferences	49,150	11,762	24,900
Telephone	16,400	11,204	12,906
Board meeting costs	10,000	3,198	15,430
Interest and bank charges	1,900	2,229	2,057
Bad debts (recovery)	<u>6,500</u>	<u>1,108</u>	<u>(1,146)</u>
	<u>3,221,508</u>	<u>3,829,475</u>	<u>3,919,719</u>
	<u>(2,348,858)</u>	<u>291,729</u>	<u>633,848</u>
OTHER INCOME (EXPENSES)			
Government transfers for capital	-	1,322,764	-
Gain (loss) on disposal of tangible capital assets	-	(4,239)	4,826
Landfill closure and post-closure provision (Note 5)	<u>(150,000)</u>	<u>(3,820,519)</u>	<u>(217,781)</u>
	<u>(150,000)</u>	<u>(2,501,994)</u>	<u>(212,955)</u>
ANNUAL SURPLUS (DEFICIT)	(2,498,858)	(2,210,265)	420,893
ACCUMULATED SURPLUS, BEGINNING OF YEAR	<u>9,792,404</u>	<u>9,792,404</u>	<u>9,371,511</u>
ACCUMULATED SURPLUS, END OF YEAR	<u>\$ 7,293,546</u>	<u>\$ 7,582,139</u>	<u>\$ 9,792,404</u>

ROCKY MOUNTAIN REGIONAL SOLID WASTE AUTHORITY
Statement of Change in Net Financial Assets
For The Year Ended December 31, 2020

	<u>2020</u> (Budget) (Note 13)	<u>2020</u> (Actual)	<u>2019</u> (Actual)
ANNUAL SURPLUS (DEFICIT)	\$(2,498,858)	\$(2,210,265)	\$ 420,893
Acquisition of tangible capital assets	(3,527,000)	(2,194,598)	(159,395)
Proceeds on disposal of tangible capital assets	-	-	76,890
Amortization of tangible capital assets	-	454,553	612,229
Loss (gain) on disposal of tangible capital assets	-	4,239	(4,826)
	<u>(3,527,000)</u>	<u>(1,735,806)</u>	<u>524,898</u>
Use (acquisition) of prepaid expenses and deposits	-	154	(1,770)
INCREASE (DECREASE) IN NET FINANCIAL ASSETS	(6,025,858)	(3,945,917)	944,021
NET FINANCIAL ASSETS, BEGINNING OF YEAR	<u>6,578,683</u>	<u>6,578,683</u>	<u>5,634,662</u>
NET FINANCIAL ASSETS, END OF YEAR	<u>\$ 552,825</u>	<u>\$ 2,632,766</u>	<u>\$ 6,578,683</u>

ROCKY MOUNTAIN REGIONAL SOLID WASTE AUTHORITY
Statement of Cash Flows
For The Year Ended December 31, 2020

	<u>2020</u>	<u>2019</u>
OPERATING ACTIVITIES		
Annual surplus (deficit)	\$ (2,210,265)	\$ 420,893
Amortization of tangible capital assets	454,553	612,229
Loss (gain) on disposal of tangible capital assets	<u>4,239</u>	<u>(4,826)</u>
	<u>(1,751,473)</u>	<u>1,028,296</u>
Change in non-cash working capital:		
Accounts receivable	(3,485,563)	385,505
Prepaid expenses and deposits	154	(1,770)
Goods and Services Tax recoverable	(74,527)	(11,684)
Accounts payable and accrued liabilities	2,370,668	70,547
Deferred revenue	-	(5,053)
Landfill closure and post-closure costs	<u>3,820,519</u>	<u>217,781</u>
	<u>2,631,251</u>	<u>655,326</u>
	<u>879,778</u>	<u>1,683,622</u>
CAPITAL ACTIVITIES		
Acquisition of tangible capital assets	(2,194,598)	(159,395)
Proceeds on disposal of tangible capital assets	<u>-</u>	<u>76,890</u>
	<u>(2,194,598)</u>	<u>(82,505)</u>
CHANGE IN CASH AND TEMPORARY INVESTMENTS FOR THE YEAR		
	(1,314,820)	1,601,117
CASH AND TEMPORARY INVESTMENTS, BEGINNING OF YEAR		
	<u>12,339,454</u>	<u>10,738,337</u>
CASH AND TEMPORARY INVESTMENTS, END OF YEAR		
	<u>\$ 11,024,634</u>	<u>\$12,339,454</u>

ROCKY MOUNTAIN REGIONAL SOLID WASTE AUTHORITY
 Schedule of Tangible Capital Assets
 For The Year Ended December 31, 2020

SCHEDULE 1

	Land Improvements	Buildings	Fences	Cell Development	Equipment	Vehicles	Work in Progress	2020	2019
COST:									
Balance, Beginning of Year	\$ 1,167,723	\$ 1,010,874	\$ 190,979	\$ 5,128,639	\$ 5,522,587	\$ 158,292	\$ 115,004	\$ 13,294,098	\$ 13,327,676
Acquisition of tangible capital assets	-	-	-	-	10,551	-	2,184,047	2,194,598	159,395
Disposal of tangible capital assets	-	-	-	-	(13,000)	-	-	(13,000)	(192,973)
Balance, End of Year	<u>1,167,723</u>	<u>1,010,874</u>	<u>190,979</u>	<u>5,128,639</u>	<u>5,520,138</u>	<u>158,292</u>	<u>2,299,051</u>	<u>15,475,696</u>	<u>13,294,098</u>
ACCUMULATED AMORTIZATION:									
Balance, Beginning of Year	819,848	507,622	95,973	4,491,262	4,054,073	135,356	-	10,104,134	9,612,814
Amortization	49,420	24,613	6,097	69,531	293,540	11,352	-	454,553	612,229
Accumulated amortization on disposals	-	-	-	-	(8,761)	-	-	(8,761)	(120,909)
Balance, End of Year	<u>869,268</u>	<u>532,235</u>	<u>102,070</u>	<u>4,560,793</u>	<u>4,338,852</u>	<u>146,708</u>	<u>-</u>	<u>10,549,926</u>	<u>10,104,134</u>
NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS	<u>\$ 298,455</u>	<u>\$ 478,639</u>	<u>\$ 88,909</u>	<u>\$ 567,846</u>	<u>\$ 1,181,286</u>	<u>\$ 11,584</u>	<u>\$ 2,299,051</u>	<u>\$ 4,925,770</u>	<u>\$ 3,189,964</u>

The accompanying notes are an integral part of these financial statements.

ROCKY MOUNTAIN REGIONAL SOLID WASTE AUTHORITY

Notes to Financial Statements

Year Ended December 31, 2020

PURPOSE OF AUTHORITY

The Rocky Mountain Regional Solid Waste Authority (the "Authority") is a joint committee amongst Clearwater County, the Town of Rocky Mountain House, and the Village of Caroline, pursuant an agreement amongst the three parties dated June 20, 2001. That previous agreement was terminated on March 30, 2020, however Clearwater County and the Town of Rocky Mountain House, continued to abide by its cost sharing provision terms until December 31, 2020. The Authority's operations consist of operating a regional landfill site for the benefit of the three municipal members, to collect and dispose of waste as well as providing recycle services. The operations of the Authority continued until December 31, 2020 under the name Rocky Mountain Regional Solid Waste Authority.

The members of the Authority are Clearwater County, the Town of Rocky Mountain House and the Village of Caroline.

1. SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Presentation

These financial statements have been prepared in accordance with Canadian public sector accounting standards.

(b) Revenue Recognition

Government transfers are recognized as revenues when the transfer is authorized, any eligibility criteria are met, and reasonable estimates of the amounts can be made. Government transfers are recognized as deferred revenue when amounts have been received but not all eligibility criteria have been met.

Municipal requisitions are based on an agreement where the Authority requests funding as required. The requisition amounts are allocated to each municipal partner on a per capita basis.

Industrial and other municipal and recycling fees are recognized as revenue in the period in which the service is delivered or in which the transactions or events occurred that gave rise to the revenue.

Interest income is recognized as revenue as earned.

(c) Cash and Temporary Investments

Cash and temporary investments include items that are readily convertible to known amounts of cash, subject to an insignificant risk of change in value, have a maturity of three months or less at acquisition, and are held for the purpose of meeting short-term cash commitments rather than for investing.

(d) Landfill Closure and Post-Closure Liability

Pursuant to the *Alberta Environmental Protection Act*, the Authority is required to fund the closure of the landfill and provide for post-closure care of the facility. Closure and post-closure costs include the final clay cover, landscaping, as well as surface and ground water monitoring, leachate control and visual inspection. This requirement is being provided for over the estimated remaining life of the landfill site based on usage. The annual provision is reported as an operating fund expenditure, and the accumulated provision is reported as a liability on the statement of financial position.

(Continues)

ROCKY MOUNTAIN REGIONAL SOLID WASTE AUTHORITY

Notes to Financial Statements

Year Ended December 31, 2020

1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(e) Tangible Capital Assets

Tangible capital assets are recorded at cost less accumulated amortization. The Authority provides for amortization using the straight-line method at rates designed to amortize the cost of the tangible capital assets over their estimated useful lives. Amortization rates are as follows:

Buildings	25 - 50 years
Fences	10 - 20 years
Land improvements	10 - 25 years
Cell development	5 - 15 years
Equipment	5 - 25 years
Vehicles	5 - 10 years

In the year of acquisition amortization is calculated at one-half the normal rates and no amortization is recorded in the year of disposition.

(f) Measurement Uncertainty

The preparation of the financial statements in accordance with Canadian public sector accounting standards, requires management to make estimates regarding significant items such as allowances for uncollectible receivables, amounts relating to impairment assessments and amortization of tangible capital assets, and provisions for closure and post-closure costs that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Where measurement uncertainty exists, the financial statements have been prepared within reasonable limits of materiality. Actual results could differ from those estimates.

2. CASH AND TEMPORARY INVESTMENTS

	<u>2020</u>	<u>2019</u>
Cash	\$ 6,293,268	\$ 4,305,698
Temporary investments	<u>4,731,366</u>	<u>8,033,756</u>
	<u>\$ 11,024,634</u>	<u>\$ 12,339,454</u>

Temporary investments are short-term deposits with original maturities of three months or less bearing interest at a rate of 1.00%.

3. ACCOUNTS RECEIVABLE

	<u>2020</u>	<u>2019</u>
Due from other governments	\$ 3,602,003	\$ 66,768
Trade receivables	124,661	174,333
Allowance for doubtful accounts	<u>(1,562)</u>	<u>(1,562)</u>
	<u>\$ 3,725,102</u>	<u>\$ 239,539</u>

ROCKY MOUNTAIN REGIONAL SOLID WASTE AUTHORITY
Notes to Financial Statements
Year Ended December 31, 2020

4. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

	<u>2020</u>	<u>2019</u>
Due to other governments	\$ 1,701,495	\$ 81,879
Trade payables	909,431	194,952
Wages payable	160,802	136,733
Payroll source deductions	<u>48,947</u>	<u>36,443</u>
	<u>\$ 2,820,675</u>	<u>\$ 450,007</u>

5. LANDFILL CLOSURE AND POST CLOSURE COSTS

Alberta environmental law requires closure and post-closure care of landfill sites, which includes final covering and landscaping, pumping of ground water and leachates from the site, and ongoing environmental monitoring, site inspections and maintenance.

The estimated total liability is based on the sum of discounted future cash flows for closure and post-closure activities for 25 years after closure using a discount rate of 2.41% (2019 - 3.16%) and assuming annual inflation of 2.00% (2019 - 2.00%).

The accrued liability portion is based on the cumulative capacity used at year end compared to the estimated total landfill capacity. The total capacity of the site is estimated at 3.333 million cubic metres. The estimated used capacity of the landfill site is 2.467 (2019 - 2.162) million cubic metres. The existing landfill is expected to reach capacity in approximately the year 2036.

The Authority has not designated assets for settling closure and post-closure liabilities.

	<u>2020</u>	<u>2019</u>
Estimated closure costs	\$ 5,182,338	\$ 3,686,695
Estimated post-closure costs	<u>7,485,979</u>	<u>4,883,528</u>
Estimated total liability	<u>\$ 12,668,317</u>	<u>\$ 8,570,223</u>
Percentage of liability accrued by the Authority	<u>74.05%</u>	<u>64.88%</u>
Amount accrued by the Authority	<u>\$ 9,380,634</u>	<u>\$ 5,560,115</u>
Estimated liability still to be accrued	<u>\$ 3,287,683</u>	<u>\$ 3,010,108</u>

ROCKY MOUNTAIN REGIONAL SOLID WASTE AUTHORITY
Notes to Financial Statements
Year Ended December 31, 2020

6. EQUITY IN TANGIBLE CAPITAL ASSETS

	<u>2020</u>	<u>2019</u>
Tangible capital assets (<i>Schedule 1</i>)	\$ 15,475,696	\$ 13,294,098
Accumulated amortization (<i>Schedule 1</i>)	<u>(10,549,926)</u>	<u>(10,104,134)</u>
	<u>\$ 4,925,770</u>	<u>\$ 3,189,964</u>

7. ACCUMULATED SURPLUS

	<u>2020</u>	<u>2019</u>
Unrestricted surplus (deficit)	\$(2,111,818)	\$ 1,834,253
Restricted surplus		
Tangible capital asset replacement	2,737,564	2,737,564
Cell development	1,860,000	1,860,000
Leachate	<u>170,623</u>	<u>170,623</u>
	<u>4,768,187</u>	<u>4,768,187</u>
Equity in tangible capital assets	<u>4,925,770</u>	<u>3,189,964</u>
	<u>\$ 7,582,139</u>	<u>\$ 9,792,404</u>

8. MUNICIPAL REQUISITION

	<u>2020</u>	<u>2019</u>
Clearwater County	\$ 1,900,668	\$ 1,929,530
Town of Rocky Mountain House	1,011,960	983,428
Village of Caroline	<u>21,058</u>	<u>69,214</u>
	<u>\$ 2,933,686</u>	<u>\$ 2,982,172</u>

The Authority was established, pursuant to a written agreement, as a joint committee of Clearwater County, Town of Rocky Mountain House and Village of Caroline. The Agreement provides for requisitions to parties to be calculated on a per capita basis.

9. EXPENSES BY FUNCTION

	<u>2020</u>	<u>2019</u>
Transfer stations	\$ 1,448,931	\$ 1,680,373
Administration	1,270,693	1,118,077
Landfill site	457,976	490,279
Recycling expenses	407,134	350,518
Collection and Transportation	242,410	280,087
Equipment repairs	<u>2,331</u>	<u>382</u>
	<u>\$ 3,829,475</u>	<u>\$ 3,919,716</u>

ROCKY MOUNTAIN REGIONAL SOLID WASTE AUTHORITY

Notes to Financial Statements

Year Ended December 31, 2020

10. RELATED PARTY TRANSACTIONS

During the year, the Authority entered into transactions with related parties. These transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties. The related party transactions are summarized as follows:

The Authority requisitioned \$1,900,668 (2019 - \$1,929,530) from Clearwater County, a municipality related by virtue of having representation on the joint committee. As at December 31, 2020, included in accounts receivable is \$1,906,096 (2019 - \$789), accounts payable \$1,701,420 (2019 - \$29,787) and \$23,183 (2019 - \$22,652) in prepaid expenses due from (to) Clearwater County. The Authority also paid to Clearwater County \$10,000 (2019 - \$10,000) for bookkeeping services, \$26,139 (2019 - \$26,071) for insurance, \$8,674 (2019 - \$28,080) for maintenance services, \$6,530 (2019 - \$6,530) for support services and \$13,838 (2019 - \$19,656) for Worker's Compensation Board premiums. The Authority also purchased \$NIL (2019 - \$159,395) of tangible capital assets. The amounts owing are unsecured with no specific terms of repayment and bear interest as may be determined from time to time.

The Authority requisitioned \$1,011,960 (2019 - \$983,428) from the Town of Rocky Mountain House, a municipality related by virtue of having representation on the joint committee. As at December 31, 2020, included in accounts receivable is \$1,674,367 (2019 - \$43,580) and accounts payable \$75 (2019 - \$205) due from (to) the Town of Rocky Mountain House. The Authority also paid to the Town of Rocky Mountain House \$75 (2019 - \$1,551) for utilities. The amounts owing are unsecured with no specific terms of repayment and bear interest as may be determined from time to time.

The Authority requisitioned \$21,058 (2019 - \$69,214) from the Village of Caroline, a municipality related by virtue of having representation on the joint committee. As at December 31, 2020, included in accounts receivable is \$21,540 (2019 - \$17,304) due from the Village of Caroline.

11. LOCAL AUTHORITIES PENSION PLAN

Employees of the Authority participate in the Local Authorities Pension Plan (LAPP), which is covered by the *Public Sector Pension Plans Act*. LAPP is financed by employer and employee contributions and investment earnings of the LAPP Fund.

The Authority is required to make current service contributions to LAPP of 9.39% of pensionable earnings up to the Canada Pension Plan year's maximum pensionable earnings and 13.84% for the excess. Employees of the Authority are required to make current service contributions of 8.39% of pensionable earnings up to the year's maximum pensionable earnings and 12.84% on pensionable earnings above this amount.

Total current and past service contributions made by the Authority to LAPP in 2020 were \$123,307 (2019 - \$123,002). Total current and past service contributions made by the employees of the Authority to the LAPP in 2020 were \$111,475 (2019 - \$111,254).

At December 31, 2019, the LAPP disclosed an actuarial surplus of \$7.913 billion (2018 - \$3.469 billion).

ROCKY MOUNTAIN REGIONAL SOLID WASTE AUTHORITY

Notes to Financial Statements

Year Ended December 31, 2020

12. FINANCIAL INSTRUMENTS

The Authority's financial instruments consist of cash and temporary investments, accounts receivable, and accounts payable and accrued liabilities. It is management's opinion that the Authority is not exposed to significant market, currency or other price risk arising from these financial instruments. Unless otherwise noted, the fair values of these financial instruments approximate their carrying values.

(a) Credit Risk

The Authority is subject to credit risk with respect to accounts receivables. Credit risk arises from the possibility that the Authority's customers may experience financial difficulty and be unable to fulfill their obligations. The large number and diversity of customers minimizes the Authority's credit risk.

(a) Interest Rate Risk

The Authority is exposed to interest rate risk to the extent that the carrying value of its term deposits are at fixed interest rates.

13. BUDGET FIGURES

The 2020 budget figures which appears in these financial statements were approved on December 10, 2019. The budget prepared by the Authority reflects all activities including capital projects and reserves for future use. The reconciliation below is provided to encompass these items and is provided for information purposes only.

	<u>2020</u> (Budget)	<u>2020</u> (Actual)	<u>2019</u> (Actual)
Annual surplus (deficit)	\$(2,498,858)	\$(2,210,265)	\$ 420,893
Add back (deduct):			
Amortization expense	-	454,553	612,229
Net transfers to reserves	(28,000)	-	(620,000)
Gain on disposal of tangible capital assets	-	4,239	(4,826)
Acquisition of tangible capital assets	<u>(3,527,000)</u>	<u>(2,194,598)</u>	<u>(159,395)</u>
Annual surplus	<u>\$(6,053,858)</u>	<u>\$(3,946,071)</u>	<u>\$ 248,901</u>

14. SUBSEQUENT EVENT

On March 31, 2020, the agreement between the Authority members (Clearwater County, the Town of Rocky Mountain House, and the Village of Caroline) terminated. Clearwater County and the Town of Rocky Mountain House continued to abide by the agreement's cost sharing provision terms until December 31, 2020. All operations continued under the Authority until December 31, 2020.

Effective January 1, 2021, the Authority ceased operations with Clearwater County providing regional solid waste services to remaining patrons of the Authority (including the Town of Rocky Mountain House).

April 22 2021
Council

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



**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,
("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")

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 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.
 - iii.
- 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 amicable 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 April 23, 2021, but made effective January 1, 2021.

Clearwater County

Per: _____
Reeve

Per: _____

C/S

Town of Rocky Mountain House

Per: _____
Mayor

Per: _____

C/S

Village of Caroline

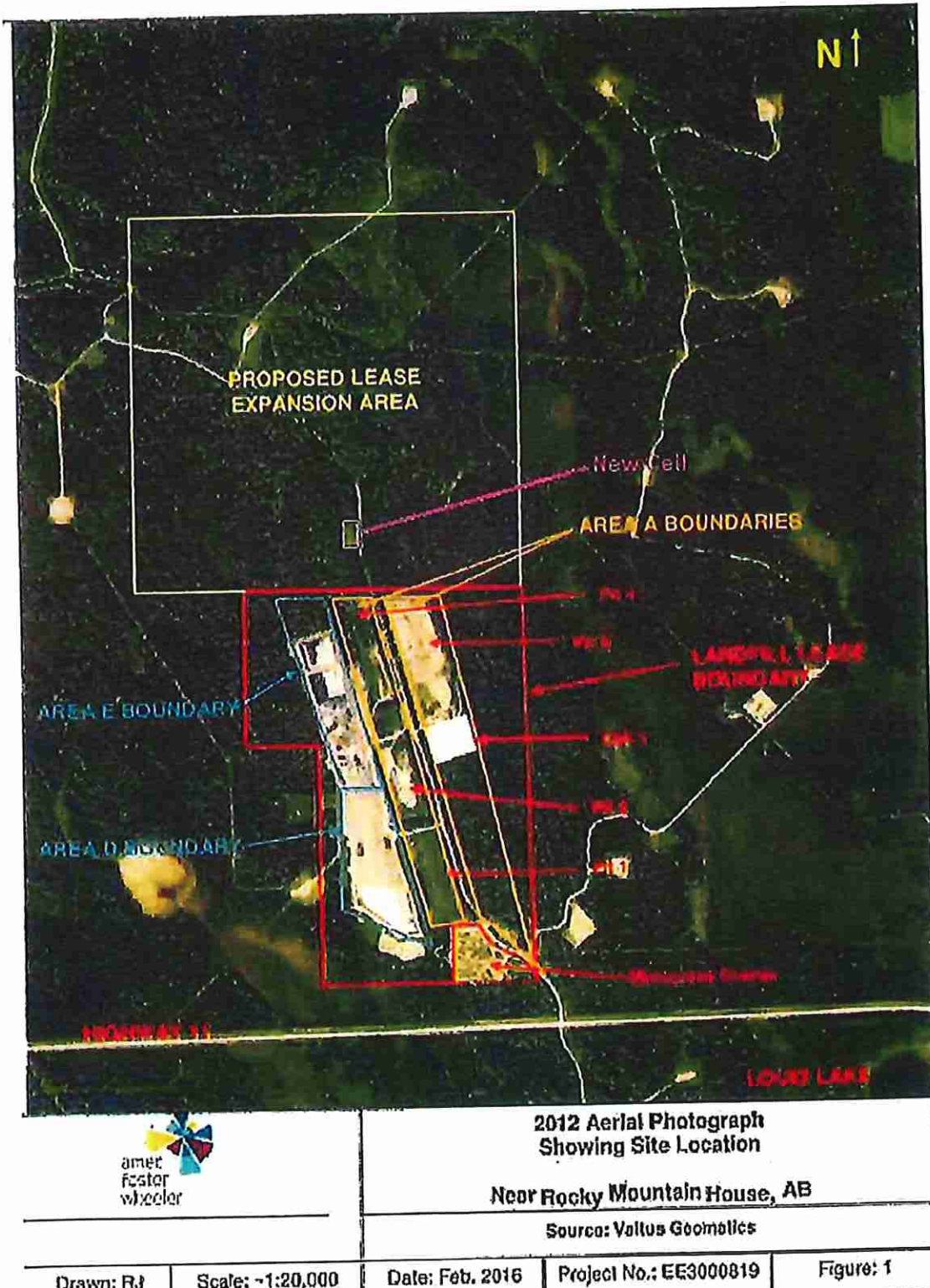
Per: _____
Mayor

Per: _____

C/S

Schedule "A"

Clearwater Regional Landfill



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 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 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 amicable 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 April 23, 2021, but made effective January 1, 2021.

Clearwater County

Per: 
Reeve

Per: 
C/S

C/S

Town of Rocky Mountain House

Per: 
Mayor

Per: 
C/S

C/S

Village of Caroline

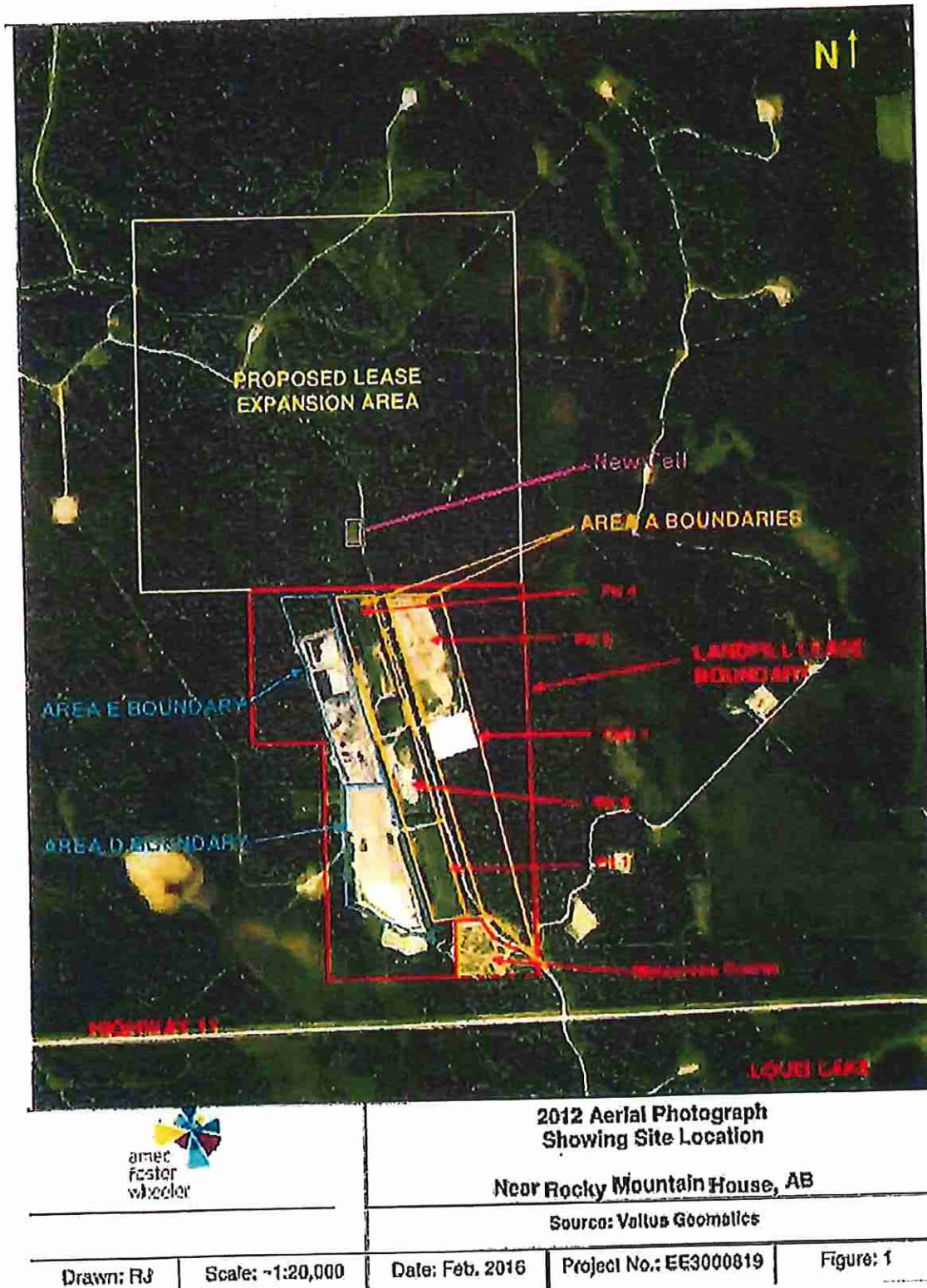
Per: 
Mayor

Per: 
C/S

C/S

Schedule "A"

Clearwater Regional Landfill



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 1 day of January, 2021.

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:

1 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(hh) 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 charges, 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 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 Industrial 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 any 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 (that is 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 or bad 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 by 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 that 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 9.2f.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 9.2f 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) 722-4050
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 assignable from 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 enure 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

Per: *[Signature]*

Per: *[Signature]*

CLEARWATER COUNTY

Per: *[Signature]*

Per: *[Signature]*

VILLAGE OF CAROLINE

Per: *[Signature]*

Per: *[Signature]*

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: Clearwater County-Village of Caroline Amalgamation

Date: February 12th, 2022

Following the meeting with Alberta Municipal Affairs and reviewing the attached documents, it is recommended that Council adopt the following resolution:

Resolved that the council of the Village of Caroline support proceeding with amalgamation negotiations with the County of Clearwater beginning with discussions at the County/Village ICC.

In the interim Municipal Affairs have been requested to present to a joint meeting of both Councils.

Craig Curtis

Craig Curtis

From: Debbie Nelson
Sent: February 9, 2022 11:56 AM
To: Craig Curtis
Subject: Events

Please place on the agenda I will be attending the Mayors Event in Edmonton on March 9/10. \$165 for registration \$350 for room and mileage. Also I will be attending mayors/reeves conference Red Deer March 16th

Craig Curtis

From: Craig Curtis
Sent: February 9, 2022 9:58 AM
To: Debbie Nelson
Cc: Village Council 2; Sandy Buckberry; Christina Oxley
Subject: FW: Clearwater County - Village of Caroline Amalgamation

The meeting on Feb 22nd is the County briefing on amalgamation similar to the one we had although Jeff Nixon will be replaced by the Municipal Affairs employee assigned to Black Diamond. Thereafter he was proposing a meeting of both Councils together for which he will prepare more detailed information. After that, the County/Village ICC could meet and establish a steering committee which Municipal Affairs could attend as an adviser.

In the meantime Village Council could adopt a resolution as follows:

"That the Council of the Village of Caroline support proceeding with amalgamation negotiations with the County of Clearwater beginning with discussions at the County/Village ICC"

This would be a clear statement of intent. Roy indicated the timeline was up to the municipalities and he would just outline the steps.

Craig

From: Tracy Haight <THaight@clearwatercounty.ca>
Sent: February 4, 2022 12:16 PM
To: Roy Bedford <Roy.Bedford@gov.ab.ca>; Craig Curtis <ccurtis@villageofcaroline.com>; Murray Hagan <mhagan@clearwatercounty.ca>
Subject: RE: Clearwater County - Village of Caroline Amalgamation

Hi Roy,

I understand you met with Village of Caroline Council Feb 3 and we are hoping you are available on Feb 22 (virtually or in-person, your preference) to meet with County Council to discuss the amalgamation process. As far as the ACP grant application, we applied for an extension but have not heard back yet on if the extension is approved.

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

Visit our website at www.clearwatercounty.ca

Follow us on [Facebook](#) and Twitter @clearwatercnty

This communication, and its attachments, is confidential and intended for the addressee(s) only. If you are not the intended recipient, please notify us of our error, and disregard and delete the communication. Unauthorized use, disclosure, copying, forwarding or alteration of this communication may be unlawful. Thank you.

From: Roy Bedford <Roy.Bedford@gov.ab.ca>
Sent: Wednesday, January 19, 2022 9:06 AM
To: ccurtis@villageofcaroline.com; Christopher Read <cread@clearwatercounty.ca>
Cc: Tracy Haight <THaight@clearwatercounty.ca>
Subject: Clearwater County - Village of Caroline Amalgamation

Good morning.

Both Clearwater County and the Village of Caroline have contacted Municipal Affairs recently in regard to the potential amalgamation of the two municipalities, as well as the previously awarded \$75,000 from the Alberta Community Partnership program.

May I reiterate the offer to meet with you and your councils to provide an overview of the amalgamation process and answer any questions you may have? I anticipate there may be some degree of information gap arising from the recent election of new council members.

If helpful to you, we can coordinate an initial discussion between the municipal administrations at your mutual agreement. Let me know if you would like a meeting set up.

I should say that the amalgamation process is led by the municipalities, according to your timeline. I am not intending to interfere or drive to a particular conclusion, but provide support.

I look forward to hearing from you.

Roy Bedford
Municipal Viability Advisor
Municipal Capacity and Sustainability
Municipal Affairs
780-422-8342 roy.bedford@gov.ab.ca



Classification: Protected A

Municipal Restructuring

Village of Caroline

February 3, 2022

Roy Bedford, Municipal Viability Advisor
Jeff Nixon, Manager, Municipal Viability



Alberta

Classification: Protected A

Municipal Affairs Priorities

- Support and Governance
- Legislative compliance

Alberta

²
Classification: Protected A

Restructuring Options

- Viability Reviews
- Amalgamation between two or more municipalities

Alberta

³
Classification: Protected A

What is a viability review?

**Viability
Review**

=

An objective review of a municipality's **governance, finances, infrastructure** and **services** that provides options on how the municipality can become viable in the future.

- Ministry-led
- Vote of Electors
- May lead to becoming a part of a municipal district

Alberta

⁴
Classification: Protected A

What is amalgamation?

Amalgamation = When 2 or more municipalities with **shared borders** join to become one new municipality.

- Amalgamation can only occur if there are shared border or boundaries between the amalgamating communities.
- Amalgamated municipality may be a village, town, city, municipal district, or a specialized municipality.

Alberta

⁵
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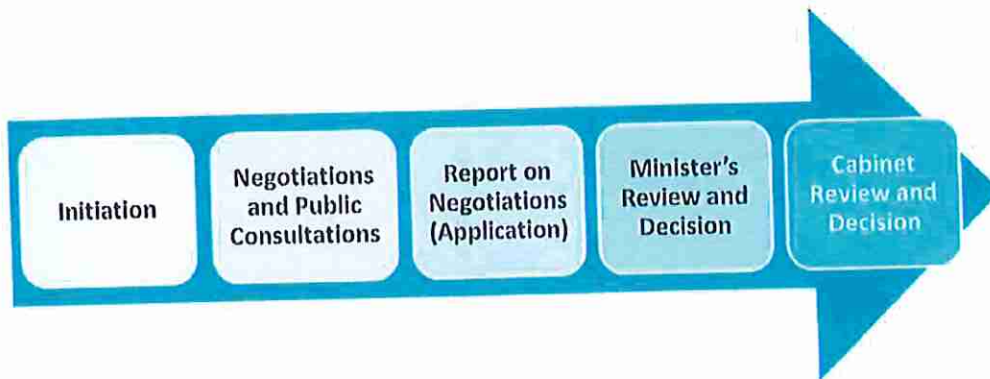
Amalgamation Components

- *Municipal Government Act Sections 100-112*
 - Legislated process and requirements
 - Linear timeline
 - "Initiated"
 - Work follows until report submission
- In Practice
 - Work starts – Discussions, Information gathering, etc.
 - Formal initiation
 - Work continues until report submission

Alberta

⁶
Classification: Protected A

Amalgamation Process



7
Classification: Protected A

Alberta

Negotiations

- The municipalities that the initiating municipality proposes to amalgamate with must on the receipt of the notice of proposed amalgamation:
 - **Meet** with the initiating municipality
 - **Discuss** the proposals included in the notice
 - **Negotiate** the proposals in good faith

8
Classification: Protected A

Alberta

Issues to be Discussed

- Municipality Type (MD, Specialized Municipality)
- Municipal Boundaries
- Name of proposed municipality
- Urban and Rural Service Area(s) (if specialized municipality)
- Proposed council structure
- Proposed electoral wards
- Finances
 - Assets
 - Liabilities
 - Debt and debt servicing
 - Revenues
 - Expenditures
- Future viability
- Assessment
- Taxation
- Human Resources
- Legal
- Agreements with other parties
- Priorities / Challenges
- Infrastructure
 - Current state
 - Future maintenance and repairs
 - Future funding
- Municipal Services



9
Classification: Protected A

Public Consultations

- Public consultations are required to be conducted, prior to the completion of the negotiations
- Should be conducted in accordance with the consultation plan that is agreed to by all parties
- A public vote (plebiscite) is not required as part of the consultations



10
Classification: Protected A

Minister and Cabinet Decision

- The Minister must consider the **principles, standards** and **criteria** on amalgamation established under Section 76 of the *MGA*.
- Once satisfied with the proposed amalgamation, Minister recommends amalgamation to Cabinet.
- Cabinet may, by order, amalgamate municipalities to form a new municipality.

Alberta

11
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Alberta Community Partnership

- Funding was provided Clearwater-Caroline to complete an amalgamation study, with the understanding that RMH-Clearwater-Caroline study would provide a substantial foundation to build on.
- Upon amalgamation
 - \$100,000+ for transitional costs
 - \$500,000+ for infrastructure

Alberta

12
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Amalgamations and Regional Governance Projects

Amalgamations Completed

- Town of Cold Lake and Town of Grand Centre (1995-96)
- Town of Drumheller and MD of Badlands (1996-97)
- Town of Lac La Biche and Lakeland County (2006-07)

Previously Explored

- Town of Black Diamond and Town of Turner Valley (2005-08 / 2016)
- County of Two Hills, Town of Two Hills, and Village of Myrnam (2007-08)
- Town of Barrhead and County of Barrhead (2014-16)
- Leduc County and City of Leduc (2016)
- Town of Manning and County of Northern Lights (2016)
- County of Newell, City of Brooks, and Town of Bassano (2019)
- Flagstaff Intermunicipal Partnership



13
Classification: Protected A

Key Considerations of Amalgamation

- Municipalities control process
- Public engagement in both municipalities
- Timing considerations




14
Classification: Protected A

Comparison of Processes

	Dissolution	Amalgamation
Process	Minister determines viability review process	Municipalities negotiate, resulting in a report / application to the Minister for amalgamation
Scope	Village/town	Village/town and county
Focus / goals	Options and alternatives, including long term viability of the Village/town	Structure and governance of amalgamated municipality
Involvement	Village/town, county, municipal associations, Municipal Affairs	Village/town and County
Consultation	Public engagement and binding public vote, in village/town only	Engagement of public and local authorities in both village/town and county; public vote an option but not legislatively required
Control over timeline and process	Ministry	Village/town and county

15
Classification: Protected A



Questions?



Roy Bedford
Municipal Viability Advisor

Roy.bedford@gov.ab.ca or
viabilityreview@gov.ab.ca

Alberta

Classification: Protected A

Craig Curtis

From: Roy Bedford <Roy.Bedford@gov.ab.ca>
Sent: February 10, 2022 3:16 PM
To: Tracy Haight; Craig Curtis; I Mhagan
Cc: Linda Reynolds
Subject: Documents
Attachments: Amalgamation_Template Report_Application Checklist (002).docx; Amalgamation Requirements Updated March 2020 (002) (002).pdf

Murray, Craig, and Tracy:

Documents that will be shared with your councils.

Roy Bedford
Municipal Viability Advisor
Municipal Sustainability and Accountability
Municipal Affairs
780-422-8342 roy.bedford@gov.ab.ca



Classification: Protected A

Proposed Amalgamation – [Municipalities' Names]

Report/Application Checklist (based on 2020 handout – Amalgamation – Matters to Consider)

Mandatory Issues – Inclusion in OC	Proposal
Municipal name	
Municipal boundaries	
Municipal status	
Electoral wards	
Council representation	
Location of municipal office	
Proposed date of incorporation	
Annexation of land to achieve contiguous boundaries	
Other matters	
Optional Matters	Proposal
Interim Council	
Interim CAO	
First Election	
2021 municipal election	
Appointment of returning officer	
Ward boundaries review	
Compensation to other municipal authorities	
Financial transition	
Interim tax treatment	
Tax treatment as per OCs for annexed properties	
Taxes to service pre-amalgamation debt	
Assessment matters	

Employees/labour agreements	
Bylaws/resolutions of amalgamating municipalities	
Library services	
Other	
Public consultation requirements	Proposal
Local authorities consultation	
Public consultation	

Amalgamation – Matters to Consider

The list below is intended to serve as a guide for the matters that should be considered during amalgamation negotiations and addressed in the resulting report. The issues are listed in a summarized form for your reference. For each one of these items, a more detailed explanation or additional guidance can be provided. For ease of reading, the items are organized into the following groups:

- Group 1: Mandatory Issues
- Group 2: Transitional Matters
- Group 3: Additional Mandatory Requirements for Specialized Municipalities
- Group 4: Public Consultation Requirements

Group 1: Mandatory Issues

1. Municipal Name

The proposed legal name of the municipality is required. Background information and/or other context behind the name is recommended as thorough checks will be completed to ensure that the new name does not:

- match any other municipal jurisdiction's name in Alberta;
- does not infringe on the any existing trademark or registered trademarks in Canada;
- does not use prohibited terms such as "royal", "Alberta", "Alta" or other terms identified in the Trade-marks Act (this is not an exhaustive list)

Traditionally, the name would have two components – the type of municipality, and place name. However, the type of municipality may take a different form if a specialized municipality type is chosen. (Specialized municipalities are formed to recognize unique and special circumstances – Section 3: Municipal Status) For example: the table below shows the names of some specialized municipalities and names of municipalities that have amalgamated since 1995:

Current Name of Municipality	Type of Municipality (Actual)	Type of Municipality (Inferred from name)	Place Name	Previous Name(s) of Municipality
Strathcona County	Specialized Municipality	Municipal District	Strathcona	County of Strathcona No. 30
Mackenzie County	Specialized Municipality	Municipal District	Mackenzie	Municipal District of Mackenzie No. 23
Municipality of Crowsnest Pass	Specialized Municipality	None	Crowsnest Pass	Town of Coleman, Town of Blairmore, Village of Bellevue, Village of Frank, Improvement District No. 5

Municipality of Jasper	Specialized Municipality	None	Jasper	Jasper Improvement District
Regional Municipality of Wood Buffalo	Specialized Municipality	None	Wood Buffalo	Municipality of Wood Buffalo
Lac La Biche County	Municipal District	Municipal District	Lac La Biche	Lakeland County, Town of Lac La Biche
City of Cold Lake	City	City	Cold Lake	Town of Cold Lake, Town of Grand Center
Town of Drumheller	Town	Town	Drumheller	City of Drumheller, Municipal District of Badlands No. 7

2. Municipal Boundaries

The legal land descriptions outlining the boundaries of the new municipality along its outer perimeter and any exclusions that may exist. If annexation of another municipality is required, then that information will be required as well. (Note that the addition of annexation to an amalgamation will likely take significantly more time). For example: the boundaries of the new municipality will likely mirror the county's outer boundaries and if there are any urban municipalities within the new outer boundaries, then those need to be identified as well.

3. Municipal Status

The desired municipal status (type) of the proposed municipality is required. The types that can be chosen are found in Sections 77 of the Municipal Government Act (MGA). Specialized municipalities are formed to recognize unique and special circumstances, when the status of village, town, city, or MD would not meet the specific needs of the municipality. It is the responsibility of the municipality to demonstrate the reasons that another status would not meet the needs of the residents of the proposed municipality. Please ensure that the population and or parcel sizes within the geographic area of the proposed municipality meet the requirements set out in the MGA. Population figures should be taken from the latest Municipal Affairs Population List or if after February 8, 2017, from Statistics Canada's 2016 Census Program results.

4. Electoral Wards

A description of the proposed electoral wards of the proposed municipality, along with the legal land descriptions outlining each ward is required.

5. Council Representation

The total number of council members (mayor or reeve and councillors) of the proposed municipality; whether the councillors will be elected at large or by ward, and the number of councillors per ward.

6. Location of the Municipal Office

The location of the primary municipal office must be identified. A mailing address would be sufficient for this purpose.

7. Proposed Incorporation Date

The incorporation date of the proposed municipality must be identified in the application. If the date is not specified, the incorporation date will be picked by the Minister and/or Cabinet when they consider the issue.

8. Annexation of Land to Achieve Contiguous Boundary

The notice of amalgamation and the final report should include the land description for the area of land that will be annexed to achieve contiguous boundaries (MGA S. 103(1)).

9. Other Matters

The Order in Council for the amalgamation may include other provisions dealing with assessment and taxation, property, employees, or other matter requested by the amalgamating municipalities in the final amalgamation report submitted to the Minister as the application for amalgamation.

Group 2: Transitional Matters

10. Interim Council

The names and positions of the interim council members should be identified for the time period between the incorporation date (effective amalgamation date) and next general municipal election (or by-election). The method and rationale for how these individuals were selected should be included with the application.

11. Interim Chief Administrative Officer

The name of the interim chief administrative officer that will be appointed by the Minister to administer the amalgamated municipality until the council of the amalgamated municipality chooses another chief administrative officer using their established processes. The interim chief administrative officer will likely be the lead/manager responsible for running the municipality and for the consolidation and/or transition of the county, town(s), and village(s) into the amalgamated municipality in accordance with council's direction.

12. First Election

The election for the council of the amalgamated municipality may be held prior to the effective date of amalgamation (LAEA S. 8); however the new council may not be sworn into office before the effective date of the amalgamation of the former municipalities.

13. 2021 General Municipal Election

Depending on the desired incorporation date, there may be conflicts with the timing of when election-related bylaws and resolutions have to be passed (some bylaws like voter identification need to be passed six months prior to the election). Any anticipated issues with elections must be identified so that transitional provisions can be added to the incorporation order.

14. Appointment of Returning Officer(s)

Since the timing of the proposed amalgamation will be close to the nomination day and election day, the name of a returning officer(s) may be required. If that is the case, the names of the returning officer(s) will be required.

15. Ward Boundaries Review

Depending on the method used to develop the first set of electoral wards for the proposed municipality, a more formal review of electoral wards may be required prior to the second general municipal elections. If this is desired, please include this as part of the application package.

16. Compensation to other Municipal Authorities

If there is a need to provide compensation from the proposed municipality to other municipal authorities, then the details of the compensation should be included with the application. Details must include at a minimum, the other party's legal name, the amount of compensation, the timing of the compensation, and any other action(s) to facilitate the compensation.

17. Financial Transition

A financial audit is required for each of the municipalities that becomes amalgamated following the date of the amalgamation and then a separate audit will likely be required for amalgamated municipality for the period between the date of amalgamation and December 31 of that year. It would be crucial that each municipality's auditors are consulted so that when the consolidation occurs after amalgamation, that potential problems are minimized.

18. Interim Tax Treatment

If there is a need to treat property taxes differently for all or any portion of the proposed municipality for the current year, this would have to be mentioned and justified (most relevant when effective date is not Jan 1 (start of tax year)).

19. Tax Treatment (for properties previous annexed that have different tax considerations)

If there are properties that were and are affected by previous annexations, and the property tax exceptions are still in effect, then these properties will need to be identified, along with any special considerations for them. For example, in some annexations, unimproved properties that are annexed may be taxed at the lower rate of the county's tax rate or the annexing municipality's tax rate until development occurs on that property. These exceptions may need to be extended to apply to the tax rates of the urban/rural service area (if a specialized municipality model is desired).

20. Authority to Impose Additional Tax (to service pre-amalgamation debt)

The MGA provides the ability for the Lieutenant Governor in Council (Cabinet) to establish authority for the amalgamated municipality to impose additional tax(es) to service debt from prior to amalgamation. If approved, the additional taxes may be restricted to the properties of an area/community and the authority will be time-limited to ensure that the additional tax revenues are used to service that debt and nothing else.

21. Assessment Matters

If there is a need to treat current year property assessments differently for all or any portion of the proposed municipality, this would have to be mentioned and justified (most relevant when effective date is not Jan 1).

22. Employees and Labour Agreements

By default, all employees of the pre-amalgamated municipality will become employees of the new municipality. The MGA provides the ability for the Lieutenant Governor in Council (Cabinet) to deal with employees of the pre-amalgamated municipalities as part of the amalgamation (if required). This may address issues such as how

employees are integrated into the amalgamated municipality, the consolidation of bargaining units and labour (union) agreements, severance, transitional staffing, and any other issues that need to be addressed.

23. Bylaws and Resolutions of Existing Municipalities

By default, all bylaws and resolutions of the existing municipalities will continue to be in effect until the new municipality's council repeals or replaces the bylaws. If a different arrangement is desired, then the desired arrangement should be detailed and justified.

24. Continuation of Emergency Services

By default, the MGA states that all existing staff and all existing bylaws and resolutions of existing municipalities will carry over to the new municipality. This also includes the emergency management bylaws and plans, and the appointment of the directors of emergency management required by the Emergency Management Act. If consolidation of the emergency management roles and responsibilities and plans are required to simplify implementation after amalgamation, then we can address them as part of the amalgamation order.

25. Library Services

By default, the Libraries Act states that when an amalgamation of municipal authorities has been initiated under the MGA and no agreement can be reached among those municipal authorities regarding the rights, assets and liabilities of a municipal library board, the Lieutenant Governor in Council may, by order, dissolve the municipal library board and may make any order the Lieutenant Governor in Council considers appropriate in respect of the disposition of the rights, assets and liabilities of the municipal library board. Ideally, an agreement would be in place to address the future of the municipal libraries and this should be included with the amalgamation application.

Group 3: Additional Mandatory Requirements for Specialized Municipalities

If the municipal status of the proposed municipality is a specialized municipality, then the following are also required:

26. Legislative Exemptions

Section 89(3)(b) of the MGA states that if a specialized municipality is formed, the incorporation order may specify or describe by reference, the provisions of this or other enactments that do not apply to the specialized municipality, or that apply with or without modification. This means that if the proposed municipality wants or needs exemptions from any part of the MGA or the Local Authorities Election Act (LAEA), then those need to be specified and supported by rationale and/or other documentation.

27. Legislative Additions or Replacements

Section 89(3)(c) of the MGA states that if a specialized municipality is formed, the incorporation order may specify or describe by reference any provisions that are to be added to or replace the provisions of this or other enactments. This means that if the proposed municipality wants or needs new authorities in addition to any provided by the MGA or the LAEA, then those need to be specified and supported by rationale and/or other documentation. In past amalgamations, this is where any defined areas like urban service area(s) and rural service area(s) would be defined.

28. Prescribed Matters or Conditions

Section 89(3)(d) of the MGA states that if a specialized municipal is formed, the incorporation order may prescribe matters or conditions that govern the functions, powers and duties of the specialized municipality.

Group 4: Public Consultation Requirements

29. Local Authorities Consultations

As part of the legislated requirements for an amalgamation, all local authorities should be notified of the amalgamation proceedings and be invited to consultations as part of the amalgamation process. For this requirement, local authorities are considered to be:

- municipalities (involved and not involved in the amalgamation) that may be affected – this could include all neighbouring jurisdictions;
- regional health authorities (currently just Alberta Health Services);
- regional services commissions;
- the board of trustees of a school district or school division.

It is also recommended (but not required) that library boards (municipal and regional), and any other local agencies, boards and commissions be consulted as well.

30. Public Consultations

The MGA provides very simple requirements for public consultations that must be done as part of the amalgamation process. The method of consultation is not specified (e.g. a plebiscite is not required) but whatever method/processes were used must be documented. The amalgamation application must include: a description of the public consultation processes involved in the amalgamation negotiations, and a summary of the views expressed during the public consultation processes (regardless of whether they are positive/support, negative/oppose, or other).

To: Village Council
From: Craig Curtis, CAO
Re: in-person Council Meetings

Date: February 15th, 2022

Following Council's direction, I asked our IT Consultant to evaluate the practicality of holding the Village Council meetings at the HUB. The attached report indicates that this would be a costly endeavour.

In view of the cost implications, I recommend the Village continue to convene its meetings virtually until the AHS restrictions and guidelines have been eliminated.

From recent releases, it appears that the majority of the restrictions will be eliminated in Stage 2, which is scheduled to begin on May 1st. It is therefore likely that in-person Council meetings can resume in the Council Chamber from March 17th.

Recommendation:

That the Council of the Village of Caroline, having considered the likely changes in AHS regulations, approve commencing in-person Council meetings in the Council Chamber from March 17th.

Craig Curtis

From: Mitz Giannakos <mitz@longhurstconsulting.com>
Sent: February 14, 2022 2:25 PM
To: Steve Longhurst; Craig Curtis
Subject: Village of Caroline: Council Chambers Arena Set-Up

Hello Craig,

My name is Mitz, I handle our sales department here at Longhurst, and Steve Longhurst asked me to put together this recommended solution for you move to the Arena.

We recommend that you go with a rental solution that we will supply you. Please see the following quote for the details: [Village of Caroline: Council Chambers Arena Set-Up](#). In addition we recommend you use a Hardwire Connection for Internet as the Wifi speeds are definitely not able to support streaming.

The other options that we would recommend are the following, but bear in mind that we believe that the Rental option is probably the best way to go from a financial, performance and risk point of view:

1. You could physically purchase the equipment you will need for the Arena, but that would be much more expensive than renting it. A rough estimate would be around \$6000 + Labour.
2. You could move the present equipment over to the Arena. This would be the least recommended avenue as the equipment will likely not be able to perform in the larger space and secondly it could be damaged in the move which we have seen happen many times before.

We will support you in any decision you would like to move forward with. We just wanted to make sure that you had all the information so that you can make a educated decision related to your IT.

If you have any questions please don't hesitate to reach out.

Regards,
Mitz

Mitz Giannakos
Vice President Sales and Marketing
D: 403-483-8699 O: 403-346-0673
E: mitz@longhurstconsulting.com



Village of Caroline: Council Chambers Arena Set-Up

Craig Curtis
ccurtis@villageofcaroline.com

Village of Caroline
Alberta Canada

Reference: 20220214-132845329
Quote created: February 14, 2022
Quote expires: March 1, 2022
Quote created by: Mitz Giannakos
VP of Sales and Marketing
mitz@longhurstconsulting.com
+1 (403) 483-8699

Comments from Mitz Giannakos

Due to the present and ongoing Supply Chain Crisis we cannot guarantee stock availability of quoted items for any amount of time.

Products & Services

Item & Description

Unit Price

Quantity

Total

Equipment Rental

-65" TV Set

-Professional Audio Visual Conferencing System

-Microphones and Speakers

-Audio Visual Mobile Rack

-Wireless Access Point

1

CA\$500.00 / month

CA\$500.00 / month

2/15/22, 9:39 AM

Labour: Delivery and Set Up Charge	7	CA\$95.00	CA\$665.00
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Subtotals

Monthly subtotal			CA\$500.00
One-time subtotal			CA\$665.00

Total CA\$1,165.00

Purchase Terms

*Taxes, shipping, handling, and AI fees may apply. We reserve the right to cancel for pricing or errors.

Signature

Date

Printed name

2/15/22, 9:39 AM

Questions? Contact me



Mitz Giannakos
VP of Sales and Marketing
mitz@longhurstconsulting.com
+1 (403) 483-8699

Longhurst Consulting
#1, 7439-49 Ave. Cres.
Red Deer AB Canada
T4P 1X6

[Download quote](#)

[Print quote](#)

Notifications

COVID-19 Updates: Taking steps to return to normal.

- Public health restrictions will be lifted in 3 steps starting February 9.
- Book your vaccine: Albertans 5+ can get vaccinated now. Get booster when eligible.



[Home](#) → [Government](#) → [Priorities and initiatives](#) → [Key initiatives](#) → [Alberta's COVID-19 response](#) → [COVID-19 info for Albertans](#)

COVID-19 public health actions

Public health actions are in place to reduce the impacts of COVID-19 on the health care system.

Overview

Public health measures will be lifted in 3 stages as the Omicron wave subsides and pressure on the health-care system eases. Albertans can help make that possible by [getting every vaccine dose](#) they are eligible for.

Alberta entered [Step 1](#) on February 9, and will progress to the next steps once conditions show our health system's capacity is recovering.

Translated resources

COVID-19 resources are available in [عربي](#), [中文](#), [हिंदी](#), [한국어](#), [فارسی](#), [ਪੰਜਾਬੀ](#), [Af-Soomaali](#), [Español](#), [Français](#), [Tagalog](#), [Tiếng Việt](#) and [اردو](#) on [alberta.ca/CovidTranslated](#).

Easing measures

Public health measures will be phased out in 3 steps, beginning with lower-risk activities.

Step 1

Alberta will enter Step 1 on February 9. The following changes will come into effect at that time, unless otherwise stated.

- Restrictions Exemption Program removed, along with most associated restrictions.
- Capacity limits in large facilities and entertainment venues (500+) remain in place, but food and beverages now allowed in seats.
- Capacity limits for locations not covered under the REP program are removed.
- Mandatory masking requirements removed for:
 - children 12 and under in all settings as of February 14
 - children and youth in schools for any age as of February 14

Step 2

Alberta will enter Step 2 starting on March 1, if hospitalizations are trending downwards. At that time, the following measures will be updated.

- Any remaining school requirements removed (for example: Kindergarten to grade 6 cohorting).
- Youth screening activities for entertainment and sport activities removed
- Capacity on all large venues and entertainment venues lifted.
- Indoor and outdoor social gathering limits lifted.
- Mandatory work-from-home requirements lifted.
- Indoor masking no longer required.

Step 3

The timeline for Alberta entering Step 3 is to be determined and will depend on hospitalization rates continuing to trend downward.

- COVID-specific continuing care measures removed.
- Mandatory isolation removed (becomes a recommendation only).

Public health measures in effect

The following business and gathering restrictions came into effect when Alberta entered Step 1 on February 9.

Business restrictions

Entertainment, event and recreation facilities

Mandatory restriction - Effective February 9

Indoor entertainment, event and recreation facilities

- Large facilities must limit capacity to:
 - 50% if facility has fire occupancy load over 1,000.
 - 500 attendees if facility has fire occupancy load between 500 and 1,000.
 - No capacity limit if facility has fire occupancy load under 500.
- Food and drink consumption in seated audience settings or during intermissions can resume.
- Limit of 10 people maximum per table. No mingling between tables.
- No interactive activities permitted (for example: dancing, darts, billiards).
- Liquor service must end at 11 pm and stop liquor consumption at 12:30 am.

Outdoor entertainment, event and recreation facilities

- Events and facilities that are fully outdoors (excluding washrooms) have no capacity restrictions.

Restaurants, cafes, bars, pubs and nightclubs

Effective February 9

- Indoor and outdoor dining permitted.
- Limit of 10 people maximum per table. No mingling between tables.
- No interactive activities permitted (for example: dancing, darts, billiards).
- Liquor service must end at 11 pm and stop liquor consumption at 12:30 am.
- Large facilities must limit capacity to:
 - 50% if facility has fire occupancy load over 1,000.

- 500 attendees if facility has fire occupancy load between 500 and 1,000.
- No capacity limit if facility has fire occupancy load under 500.

Retail and shopping malls

Mandatory restriction – Effective February 9

- Previous capacity limits lifted on all retail and shopping malls. However, large retail facilities must limit capacity to:
 - 50% if facility has fire occupancy load over 1,000.
 - 500 attendees if facility has fire occupancy load between 500 and 1,000.
 - No capacity limit if facility has fire occupancy load under 500.

Sport, fitness and performance activities

Mandatory restriction - Effective February 9

Adult and youth sport, fitness and performance activities

- Indoor group classes, training and competitions are permitted, but participants are required to:
 - screen for symptoms
- Spectator areas must:
 - require mandatory masking (except for children 12 and under as of Feb. 14)
 - limit capacity in large facilities to:
 - 50% if facility has fire occupancy load over 1,000
 - 500 attendees if facility has fire occupancy load between 500 and 1,000
 - No capacity limit if facility has fire occupancy load under 500
- Outdoor activities can continue with no restrictions.

Working from home

Mandatory restriction remains in effect until Alberta enters Step 2.

- Mandatory work-from-home measures are in place unless the employer has determined a physical presence is required for operational effectiveness.
- If employees are working on location, they must mask in all indoor settings, except while alone in work stations.

Gathering restrictions

Social gatherings (indoor and outdoor)

Mandatory restriction - Effective December 21

Indoor social gatherings

- Indoor private social gatherings are limited to a maximum of 10 people 18 and older.
- There are no limits on people 17 and under if accompanied by their parent or guardian. If attending the gathering by themselves, they will count towards the maximum limit of 10 people.
- The indoor gathering restriction does not apply to mutual support groups, or to workers who need to access your home to provide caregiving support or home repairs and maintenance.

Outdoor social gatherings

- Outdoor private social gatherings limited to a maximum of 20 people, with 2 metre physical distancing between households at all times.

Workplace gatherings

- Albertans should refrain from indoor workplace social gatherings.

Places of worship

Effective February 9

- Capacity limits on places of worship removed.
- Masks remain mandatory (except for children 12 and under as of February 14)

Weddings and funerals

Information on Step 1 changes will be provided soon.

Mandatory restriction - Updated December 24.

Indoor events

- Indoor wedding ceremonies and funeral services are permitted with up to 50 people or 50% of fire code occupancy, whichever is less, unless the hosting facility implements the Restrictions Exemption Program (REP).
- Indoor wedding and funeral receptions are prohibited, unless the hosting facility implements the REP.
 - Wedding receptions that implement the REP must follow seating, liquor sale and closure restrictions.
 - Dancing is permitted, but other interactive activities are not permitted.

Outdoor events

- Outdoor ceremonies, services and receptions are permitted with up to 200 people and must follow liquor sales and consumption restrictions (sales end at 10pm, consumption by 11pm), unless the hosting facility implements the REP.

Schools

Schools (K to 12)

To support their overall well-being, ECS to Grade 12 students returned to classrooms on January 10.

Mandatory masking requirements will be removed for:

- children 12 and under in all settings as of February 14
- children and youth in schools for any age as of February 14

Learn more about the [return to in-person learning](#).

Post-secondary institutions

Information on Step 1 changes will be provided soon.

Mandatory measure – Effective Sept. 20

- Post-secondaries can implement a proof of vaccination program for students that permits the following:
 - Students and staff do not have to maintain physical distancing in learning environments (where there is no access to persons not part of the program). Physical distancing is required in common spaces.
 - Cafeterias and dining halls can be open for staff and students to dine indoors, with no requirement to physically distance or sit only with members of your household or your 2 close contacts, and no limit on the number of people per table.
 - Note: other public health measures, such as mandatory masking in all public spaces and restrictions around adult physical and performance activities, continue to apply.
- All post-secondary proof of vaccine programs must ensure:
 - All student have been vaccinated with at least a first dose of a World Health Organization (WHO) approved COVID-19 vaccine no later than September 20, 2021, and be fully immunized with a WHO-approved COVID-19 vaccine no later than November 1, 2021. Full immunization occurs 14 days after the second dose is received.
 - Students who remain unvaccinated or are vaccinated after these dates must be able to show:
 - proof of medical exemption from vaccination, or
 - produce negative results from COVID-19 tests that are conducted regularly (for example, twice weekly) by the institution or a private test provider.
 - Note: Proof of vaccination is not required from staff and contractors.
- Varsity sports teams at post-secondary institutions are considered to be semi-professional and may conduct group physical activity indoors and do not need to maintain distancing or wear face masks during play. Physical distancing and masking are required before and after play (for example, in change rooms, washrooms, etc.)
- If a post-secondary institution decides not to implement a proof of vaccination program, it must follow all public health measures in [Order 44-2021](#).

Masking, testing, tracing and isolating

Masks

Mandatory restriction - Effective February 9

- Masking are mandatory in all indoor public spaces, workplaces, and places of worship. However, masking requirements will be removed for:

- children 12 and under in all settings as of February 14
- children and youth in schools for any age as of February 14
- For fully vaccinated people who have just completed the 5-day isolation and no longer have symptoms, masks must be worn at all times outside of home for an additional 5 days.
- Employees must mask in all indoor work settings, except while alone in work stations.
- Masks should fit well and be of high quality. People at risk of severe outcomes should wear medical masks when in settings with people outside of their household.

101 age

[Learn more about mask requirements](#)

Testing

- [PCR testing for Albertans](#) is available only for those who have clinical risk factors for severe outcomes and those who live and work in high-risk settings.
- [Free rapid antigen testing kits](#) are available for at-home use.
- [Wastewater monitoring](#) is used to provide a broad picture of infection levels in a community.

Isolation and quarantine requirements

- Isolation is still legally required for people who have COVID-19 symptoms or tested positive. [Learn more about the isolation requirements](#) for vaccinated and unvaccinated Albertans.
- Quarantine is no longer legally required for close contacts of positive cases, unless directed to do so by local public health officials.
- International travelers must still follow [federal travel requirements](#).

Contact tracing and case investigation

- Individuals with positive tests will continue to be notified.
- Contact tracers will not notify close contacts of positive cases, but will ask that individuals do so when informed of their positive result.
- Contact tracers will continue to investigate cases in high-risk settings, such as acute and continuing care.

Outbreaks

- Outbreak management and identification will focus on high-risk locations, including continuing and acute care and high-risk workplaces.
- Community outbreaks with a surge in cases leading to severe outcomes will be addressed as needed.

Health care and congregate care settings

- Existing public health orders for acute care remain in place.
- Public health orders for continuing care remain in place.

For more information on current restrictions in these settings, see [protecting residents at congregate care facilities](#).

Public health orders and exemptions

Public health orders and exemptions

Public health orders

- [Order 02-2022](#)
- [Order 59-2021](#)
- [Order 56-2021](#)
- [Order 55-2021](#)
- [Order 54-2021](#)
- [Order 53-2021](#)
- [Order 47-2021](#)
- [Order 34-2021](#)

Mask exceptions

In the specific settings where a mask is required, anyone unable to wear a mask due to a medical condition will require a medical exception letter from an authorized health professional. The letter may be presented if requested by enforcement officials, or retrospectively in court if a ticket is issued.

For more information, see [mask requirements and exceptions](#).

Promoting safe public spaces

[Public Health Order 30-2021](#) clarifies that large gatherings can be held on public land for political purposes (rallies, public demonstrations, protests, etc.).

Page 109

To help protect health, masking and physical distancing requirements are in place.

As with other activities in general, participants at these gatherings are subject to enforcement actions if public health measures are not followed.

Guidance

Additional guidance for businesses and event organizers

General guidance and resources are available to help Albertans and businesses follow best practices to prevent the spread of COVID-19.

- [General guidance for COVID-19 and other respiratory illnesses](#) - optional mitigations to protect the health of your staff and customers.
- [Guidance for activities with children](#) - best practices to protect children ages 11 and under.
- [Guidance documents](#) - updated guidance for workplaces and settings that involve children, and archived sector-specific guidance from the previous stage for reference.
- [COVID-19 proof of vaccination samples](#) (PDF, 356 KB)

Assessing personal risk

You're encouraged to assess and manage your personal risk. It is reasonable to continue using precautions that serve your needs.

Risk factors

When assessing your personal risk, it is important to consider your setting, individual health and wellness factors, and comfort level. Consult your health care provider if you want help assessing your personal risk of severe outcomes or determining your personal risk level.

Factors that increase COVID-19 risk:

- you are not fully vaccinated yet
- you regularly interact with children who cannot be vaccinated yet

- o you attend crowded indoor spaces
- o you have risk factors for severe health outcomes from COVID-19

Factors that lower COVID-19 risk:

- o you are fully vaccinated
- o you mostly socialize outdoors, instead of indoors
- o you have a small social circle
- o you can normally maintain distancing from other people

Additional precautions

Vaccines are our best protection against COVID-19 and the safest and most effective way to protect against severe illness. Additionally, all Albertans should:

- o practice good hand and respiratory hygiene
- o stay home when they are sick

If you have risk factors as described above, consider additional precautions such as:

- o avoiding or limiting time spent in crowded indoor places
- o minimizing close contact with anyone showing cold-like symptoms
- o continuing to use a face mask

Mental health supports

We encourage Albertans to access mental health supports, if and when they are needed, and to respect how others are adjusting during this time of transition.

For additional guidance, see [mental health support](#) (PDF, 270 KB).

Get vaccinated

COVID-19 vaccines are safe, effective and save lives. All Albertans 5 and older can book now. Adults 18+ and some children 12+ at risk of severe illness can get a third dose.

[Book your shot](#) [Get the facts](#)

Enforcement

If you violate a public health order, you may be subject to a \$4,000 fine. Additionally, you can be prosecuted for up to \$100,000 for a first time offense.

If you are concerned someone is not following public health orders, you can:

- remind them that not following orders is against the law and puts people at risk
- request service from AHS public health inspectors online or call [1-833-415-9179](tel:1-833-415-9179)

[Submit a request online](#)

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Clearwater Regional Fire Rescue Services Fire Services Report January 2022

January 2022 POC Time Summary			
Descriptions	Number of Sessions	Total Session Hours	Total Work Hours
Practice	24	77.50	656.00
Certified Training	10	71.00	618.50
Casual Hours	11	29.00	31.00
Deployment	0	0	0
Incidents	49	72.34	544.13
Subtotal	94	249.84	1849.63

January 2022 Call Statistics							
Rescue	12	Investigation	13	Fire	11	Medical	13
Motor Vehicle	10	Fire Investigation	0	Structure	4	Co-Response	5
Ice/Water	0	Fire Inspection	0	Brush/Grass	0	First Response	8
Confined Space	0	Odor Complaint	0	Wildland	4		
Technical Rope	0	Public Hazard/ Public Service	1	Motor Vehicle	1		
Farm	0	Carbon Monoxide	3	Oil & Gas	0		
Industrial	0	Alarms	9	Other	2		
Power Lines	0						
OHV	0						
Other	2						

January 2022 Station Statistics					
First Due	49	Assistance	21	Location	49
Stn#10 Leslieville	7	Station 10	5	Clearwater County	36
Stn#20 Condor	6	Station 20	7	RMH	9
Stn#30 Caroline	6	Station 30	3	Caroline	2
Stn#50 Nordegg	4	Station 50	0	Out of Area – Mutual Aid	2
Station#60 Rocky	26	Station 60	6		
Stn#90 HQ	0	Station 90	0		

1. Production date for Unit 602 replacement is set for the end of March. Inspections and other work (i.e. radios, decaling, GPS), would see the unit in service by approximately May.

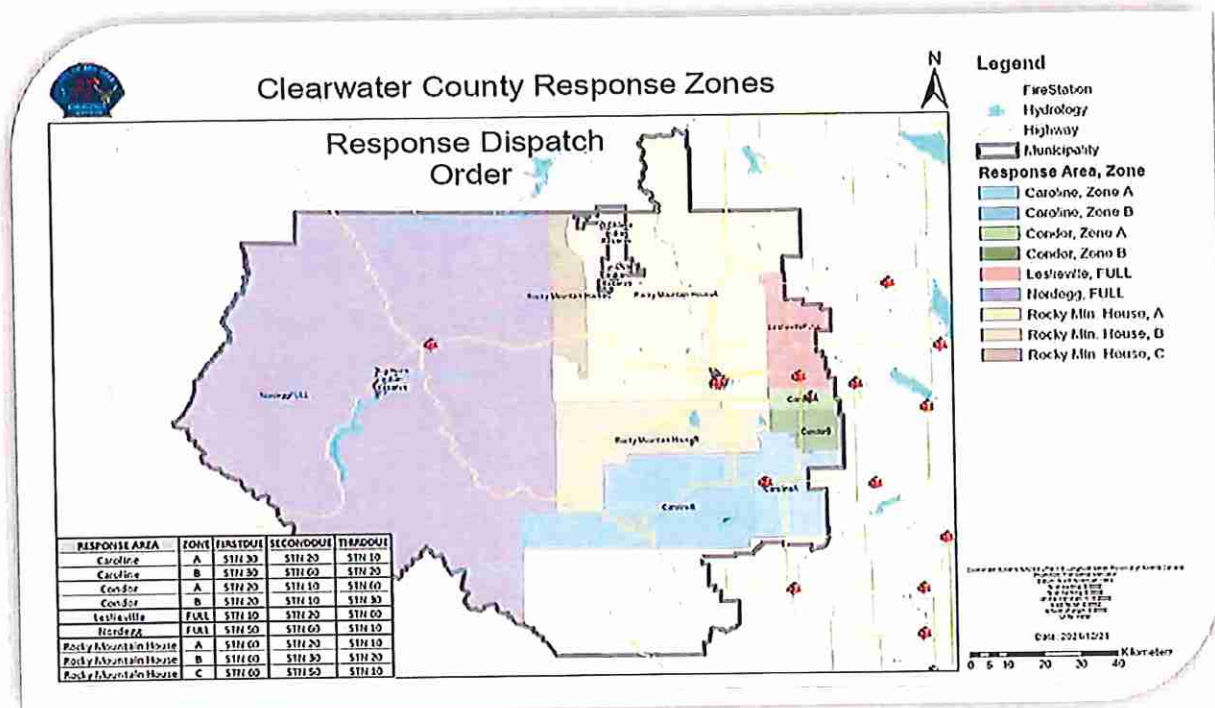


2. Fire administration met with the Town of Rocky Mountain House Council on January 18 during the Town's budget deliberations to provide additional information related to Aerial truck 604 replacement then subsequently met with Clearwater County Council on January 25 to discuss the occurrence of two different budget approval amounts for this unit. The discussion has now been referred back to the next Intermunicipal Collaboration Committee meeting on March 3.

Unit 604 is used by the regional fire service and is housed in the Rocky Mountain House fire station. This unit has exceeded its useable lifecycle of 20 years and was scheduled for replacement dating back initially to 2021 budget deliberations. The cost share on the apparatus in Rocky Mountain House Station is 50% Town and 50% County.

3. Fire administration worked over the last few months with Red Deer Dispatch to implement dispatch mapping changes to create efficiencies in response, formalizing operational considerations that were already in play. Please note there will be no service level changes as a result of the mapping boundaries changes.

The work on dispatch mapping took place over many months and cleans up a few of the remote/rural boundaries where it historically may not have made sense operationally for a specific station to respond, due to travel time/distance from a fire station. At the same time as the dispatch boundary map updates, fire administration updated operating guidelines and dispatch logics for optimal (desired) response #s of people, # and type of apparatus and # of stations attending based on incident type in a first, second or third due listing. Additional work went into creating a formal process to upgrade to a 2nd and 3rd alarm if the incident requires. There is a detailed matrix of spreadsheets that dispatch uses to automatically 'tone out' stations appropriately or the next alarm station should an incident commander determine necessary.



- Fire Services Administration met with the County's Strategic Planning Committee on January 17th to review several options related to the replacement of public safety radio communications for the fire services to modernize the system from analog into the digital realm. Alberta First Responder Radio Communications (AFRRCS) presented at the meeting, and administration provided recommendations to transition AFRRCS in 2022-2023. The County's Committee recommended Council approval of migrating to AFRRCS with a five-year operating lease for radio equipment. County Council will review the AFRRCS options at their February 8 regular meeting.
- Recruitment is underway for regional fire chief with Clearwater County's job [posting](#) closing at the end of January. The recruitment process is expected to take 3-4 months and this position posting may remain open until a suitable candidate is selected.
- In January, the Wildland Urban Interface (WUI) team met with its WUI High Level counterparts and Agriculture and Forestry in Hinton to finalize the amendments to the province's WUI curriculum. It is anticipated the program will be ready for March. There has been informal indication from the province that there will be another additional one-year grant extension to the existing WUI program, but nothing formal has been received by the County at the time of this report. The WUI program is currently budgeted to conclude at the end of March.
- Fire Officers meeting took place January 24 and topics included: dispatch map changes; standard operating guideline for response; and, social media conduct.

8. The build for Engine Unit 205 is nearing completion. Estimated inspection is set for the end of February with delivery and in service set for early April.





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www.npf-fpn.com

February 9, 2022

Her Worship Debbie Klatt Nelson
Mayor of Caroline
Email: dnelson@villageofcaroline.com

Dear Mayor Klatt Nelson and Village of Caroline Council,

As you might be aware, in January, the National Police Federation (NPF) launched the [KeepAlbertaRCMP Community Engagement Tour](#) to provide information and listen to Albertans about the provincial government's unpopular and wasteful plan to transition to a new provincial police service.

We are now just over half-way through our scheduled Community Engagement Tour, having completed three rounds of in-person events and three online sessions. We have visited twenty-two municipalities from Pincher Creek to Fort McMurray and met with hundreds of Albertans from all walks of life. From all these meetings, one thing is clear - Albertans want answers from their government and do not support this transition.

The Government of Alberta (GoA) has committed to making a decision about the future of the RCMP in Alberta this spring. However, the pressing concern that remains top of mind for the public is the limited options available to them to hear the government's presentation and have their questions answered. The GoA's sessions that are currently happening are only open to invited participants from municipal governments, and not to the general public or other groups, and we understand that even then, there are many questions the Alberta Justice team cannot answer.

If you have recently attended one of the GoA's APPS presentations and would like to share any of your thoughts and feedback with us, we would appreciate hearing it and being able to pass it along. This will allow us to let the public know what information is available to them through you, their elected officials. Albertans deserve answers to their questions and to understand why the government is proceeding with this unwanted idea.

A special thank you to all of you who have come out to our sessions so far, it has been great to talk with you about what this proposed transition might mean for your communities. If you have not yet attended one of our KeepAlbertaRCMP sessions, we still have a number of in-person and virtual sessions which can be found here: <https://www.keepalbertarcmp.ca/communityengagementtour>. Unlike the GoA, our presentations are open to all. Please feel free to send this link to anyone you think may be interested in attending.

Sincerely,

Brian Sauvé
President

Michelle Boutin
Vice-President

Kevin R. Halwa
Director, Prairie/North Region

Jeff McGowan
Director, Prairie/North Region



CLEARWATER COMMUNITY POLICING ADVISORY COMMITTEE (CCPAC) MEETING MINUTES

Date: February 9, 2022
Time: 6:00 p.m.

In attendance:

- Tim Hoven - Rocky Mountain House Rural Crime Watch (Zoom attendance)
- Cindy Easton – Women’s Shelter
- Deb Skeels - Rocky Mountain House Rural Crime Watch
- Constable Harold Smits – SRO
- Darren Munroe - Rocky RCMP (for S Sgt. Carl Dinsdale)
- Sgt. Pierre St. Cyr - Rimbey RCMP
- Neil Ratcliffe - Clearwater County Councillor
- Shane Boniface – Town of Rocky Mountain House Councillor
- Case Korver – AG Society
- Glenn Solland – Guest
- Maureen Janke - Guest

1. **Call to Order:** Tim Hoven called meeting to order at 6:03 p.m.

Introductions: All those in attendance noted their name and role.

2. **Additions to Agenda, Adoption of Agenda:** Deb Skeels motioned to approve the agenda as circulated. Neil Ratcliffe seconded. All present were in favour. Carried.
3. **Approval of Minutes:** Deb Skeels motioned to approve the minutes from December 1, 2021, as circulated. Shane Boniface seconded. All present were in favour. Carried.

4. **Old Business:**

- a. **Terms of Reference:** There are still some issues that need to be reviewed. Tim Hoven will work with Christine to make changes.

- b. **Issues to be resolved:**

- i. **Finances:** Question: Does CCPAC need to have money? Currently \$1,797.10 in RCU One thought is that there may be some training/conferences that would be beneficial for some members to participate in – this might be the provincial consultation on the implementation/process for the Provincial Police Force. CE & HS: spoke of the history of where the money came from, the purpose of the money, and how it was spent.

One thought was that CCPAC ask the County to ‘hold’ the money for CCPAC with an agreement on ownership – one suggestion was to hold \$500 in the bank account. Discussion of bank fees and the purpose of holding back funds.

TH: will contact the County to ask if the County would be willing to hold the \$1797.10 in trust for CCPAC. Depending on the County response, a motion to close the account (payable to Clearwater County) may be added to the March 23rd agenda.



CLEARWATER COMMUNITY POLICING ADVISORY COMMITTEE (CCPAC) MEETING MINUTES

- ii. Meeting Dates: Discussion regarding number of meetings required per year and people's availability. Decision was to hold meetings every second month (Sept, Nov, Jan, Mar, May, and June for the wrap up party). No meetings in July and August. Therefore, next meeting will be March 23, 2022 @ 6:00 pm.

5. Roundtable:

Darren Munroe (for S. Staff Dinsdale) – Rocky Mountain House

- Body-worn cameras will be piloted in a few communities across the province.
- Meeting with Town of RMH: reviewed policing costs, Average member/population rate is usually 1 member to 650 people; in RMH that number is 1 member to 450 people. This is partly due to a higher number of calls for service.
- 4 members are from the CTA which means that those 4 members must work in First Nations Communities. This will reduce the number of members for RMH & municipality.
- RPAC (?) Unit will be starting in March in RMH and area. RPAC Unit will be 1 officer working with 1 Mental Health Nurse. This is a 1-year pilot project. This is falling under the Mental Health Act.
- Statistic Report (as attached) – this will follow later

Pierre St Cyr – Rimbey

- Increase in Oil & Gas thefts with copper and other items. Working with companies to create a tracking system.
- Statistic Report (as attached) – this will follow later
- Discussion regarding the Truck blockades and convoys:
 - hasn't impact Rimbey but RMH detachment has been assisting at sites such as in Southern Alberta
 - RMH hasn't seen the local demonstrations as a concern
 - NOTE: supports sent to these sites cost extra but not sure how that will impact municipal budgets.

Shane Boniface: Town of Rocky decided to cut 2 RCMP positions due to budget constraints. This will take effect in March. As these positions are difficult to get back, the positions will be phased out but left open in case the budget changes in the future. Also, the Crime Reduction Unit may be cut due to funding concerns. Discussion: Many felt that this was a difficult and not a celebrated move by Town Council – these positions are valued in the community.

Glenn Solland: (Leslieville): There are concerns regarding the new High School and the amount of crime (drugs) that are in the community – will the high school be targeted. There seems to be the same few people causing many of the issues, but it appears to be 'catch & release'. The community feels that there is 1 drug house for every 30 citizens in Leslieville. The community would like to work with police to decrease this activity.

Discussion: It may be the federal laws that make it a revolving door. It is important to contact MPs/MLAs to voice concern – vote in politicians that will make changes to the laws that have a



CLEARWATER COMMUNITY POLICING ADVISORY COMMITTEE (CCPAC) MEETING MINUTES

positive impact. DM spoke of Restorative Justice and its importance when releasing people back into the community. Restorative Justice has a higher effective rate than the court systems. HS & DM spoke about the Youth Justice Group that is trying to re-establish themselves in Rocky. This group had a meeting to discuss bringing this forward. CE asked if someone could let this group know that the Mountain Rose Centre has the Youth Restorative Justice Group's files and that MRC is willing to continue to provide space for meetings, etc. DM will be working with this group and assisting in getting it up and running again. Further to comments on MPs/MLAs, SB suggested that CCPAC write letters to people running in upcoming elections, current politicians, etc. to promote this committee and other ideas like Restorative Justice.

Deb Skeels, Crime Watch: Spoke about apps on the phone like "light-catch" where you can report crime. PSC explained "Alberta RCMP" app that can also be used to report, look at stats, etc. He also explained the ALERT Team in Alberta – out of Calgary or Edmonton and work with local RCMP. DS & HS spoke about a group of retired or ex police that citizens can call to have an "investigation/watch" in your community (No-one could remember the name of the group). HS will forward GS the information about this group. DS informed that Crime Watch is needing more members. The Crime Watch AGM will be in March with the date TBA. National Police Federation is coming to talk about the set up as RCMP – giving their side of the equation – as the province is moving to a Provincial Police Force.

Discussion: SB: Provincial Police Force conversation was done yesterday with councils and municipalities. During the presentation, questions were not responded to, so it seemed that the province is looking to push this through. CCPAC members discussed costs, processes, RCMP protocols if this goes through, etc. Outcome of discussion was that this will be a major change and difficult for the citizens.

Cindy Easton, Mountain Rose Centre: Spoke about the RPAC Unit and how that will be very helpful with people with complex needs. Mountain Rose Centre is very busy with Emergency Shelter full at COVID restricted beds of 15; also seeing an increase in support to women with concurrent issues like gender-based violence, drug use disorder, and mental health. She explained the new "Community Outreach Worker" position that will be expanding MRC services north to Drayton, south to Sundre, east to Eckville, and west to Banff/Jasper border and all communities within that area. DM & PSC suggested that this person drop off brochures at the detachments within that area.

- 6. Next Meeting Date/Location:** Wednesday March 23, 2022 @ 6:00 p.m. at the Clearwater County Council Chambers.

Minutes respectfully recorded and submitted by:

Cindy Easton, CCPAC Secretary



WESTVIEW LODGE
ROCKY SENIOR HOUSING COUNCIL
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February 7, 2022

Craig Curtis, Chief Administrative Officer
Village of Caroline
Box 148
Caroline, Alberta
T0M 0M0

Dear Mr. Curtis:

Westview Lodge provides lodge accommodation for the municipalities of Clearwater County, Town of Rocky Mountain House and Village of Caroline and requisitions annually for operating funds. In the past year, the Rocky Senior Housing Council Board has reviewed necessary required capital repair projects and additionally, has conducted closer scrutiny of our current capital reserve funds. We have started and completed a few of these capital repair projects with our existing reserves, but the balance of the projects cannot be completed with our historically underfunded reserves.

Although the Rocky Senior Housing Council established a Contingency Reserve Policy in 2019, whereby 50% of our audited Lodge surplus is assigned to our reserves, we will not see substantial enough surplus to sufficiently grow our reserves independently. I am therefore writing this letter to give advance notice to our municipalities that Westview Lodge will requisition for reserve funding this year and into future years as applicable, in addition to our operational requisition.

The estimated total **reserve fund requisition** amount for 2022 is \$454,414. Please note that this figure may be adjusted once we have received our audited 2021 financial statements (March 31) and determined the surplus, if any, that we can contribute to our reserves, according to our Contingency Reserve Policy.

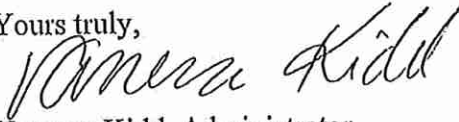
Our total 2022 **operational fund requisition** is \$783, 076, a 5% increase over 2021.

Once we have received the municipalities equalized assessments and finalized the reserve fund requisition amount, we will send out our standard requisition package in early April, comprised

of the Requisition Letter, Equalized Assessment Calculation Schedule and our audited 2021 Financial Statements.

Please contact me at 403-845-3588 if you have any questions.

Yours truly,

A handwritten signature in cursive script that reads "Vanessa Kidd".

Vanessa Kidd, Administrator
Rocky Senior Housing Council/ Westview Lodge