

CLEARWATER COUNTY COUNCIL AGENDA

July 9, 2019

9:00 am

Council Chambers

4340 – 47 Avenue, Rocky Mountain House, AB

DELEGATIONS (Open Session)

9:00 am Town of Rocky Mountain House – Lagoon Summary Report

DELEGATIONS (Closed Session)

1:00 pm Magna Engineering and Rynic – Clearwater Broadband Strategy

A. CALL TO ORDER

B. AGENDA ADOPTION

C. CONFIRMATION OF MINUTES

1. June 25, 2019 Regular Meeting of Council Minutes
2. June 25, 2019 Public Hearing Minutes – Bylaw 1066/19 Land Use Amendment

D. PUBLIC WORKS

1. Town of Rocky Mountain House –Lagoon Summary Report June 2019; Request for Funding Rocky Mountain House Lagoon
2. Condor Lagoon Upgrades – Budget Adjustment
3. The Village of Caroline's Waste to Energy (W2E) Project
4. Rocky Mountain Regional Solid Waste Authority Development of Cell 2

E. AG & COMMUNITY SERVICES

1. Everdell and Ferrier Community Hall Funding Request

F. CORPORATE SERVICES

1. Bylaw 1068/19 to Rescind Bylaw 1017/16
2. Policy RM-1000 Records Digitization

G. MUNICIPAL

1. Proposed Date Change & Cancellation for Select Regular Council Meetings in August/November/December
2. Health and Safety Related Policies

H. INFORMATION

1. CAO Report
2. Public Works Report
3. Councillor Verbal Reports

I. CLOSED SESSION*

1. 1:00 Delegation – Jennifer Massig, Magna Engineering and Chris Fields, Rynic - Clearwater County Broadband Strategy; *FOIP s 16 – Disclosure Harmful to Business Interests of a Third Party*
2. Verbal update provided by Reeve Duncan – *FOIP s.21(1)(a) disclosure harmful to intergovernmental relations.*

* 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

J. ADJOURNMENT

TABLED ITEMS

<u>Date</u>	<u>Item, Reason and Status</u>
06/13/17	213/17 identification of a three-year budget line for funding charitable/non-profit organizations' operational costs pending review of Charitable Donations and Solicitations policy amendments.



DELEGATION

SUBJECT: Town of Rocky Mountain House – Dean Krause, CAO; Marco Schoeninger, Director, Engineering and Operations – Lagoon Summary Report June 2019; Request For Funding Rocky Mountain House Lagoon.		
PRESENTATION DATE: July 9 th , 2019		
DEPARTMENT: Delegation	WRITTEN BY: Devin Drozd, Civil Engineering Intern	REVIEWED BY: Kurt Magnus, Director, Public Works Operations; Rick Emmons, CAO
BUDGET CONSIDERATIONS: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input checked="" type="checkbox"/> Fiscal Responsibilities <input checked="" type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth		
ATTACHMENT(S):		
1.) Town of Rocky Mountain House and Clearwater County Wastewater Lagoon Agreement. 2.) Town of Rocky Mountain House Lagoon Summary Report Jun. 2019. 3.) Town of Rocky Mountain House Lagoon Desludging Cost Sharing Request Letter. 4.) Clearwater County Lagoon Project Delegation Request Letter.		
STAFF RECOMMENDATION: That Council accepts this as information.		

BACKGROUND:

As part of the Wastewater Lagoon Agreement between the town of Rocky Mountain House and Clearwater County, both parties agreed, as per Section 11 of the agreement, specifically 11.1 that;

The Town will provide to the County a summary report of the Lagoon operations, compliance, usage, and capacity on a quarterly basis in the months of March, June, September, and December.

Also, as per Council’s request to the Town, in response to the attached ‘Town of Rocky Mountain House Lagoon Desludging Cost Sharing Request’ letter, Mr. Dean Krause, CAO, and Mr. Marco Schoeninger, Director of Engineering and Operations, Town of Rocky Mountain House, are present, before Council, requesting consideration for the County’s financial participation in desludging and implementing aeration upgrades to the Town’s wastewater treatment facility.

13/961 **D1**
D13/11741

THIS AGREEMENT made effective this 15th day of October, 2013

BETWEEN:

THE TOWN OF ROCKY MOUNTAIN HOUSE
a municipal corporation duly incorporated
under the laws of the Province of Alberta
(the "Town")

- and -

CLEARWATER COUNTY
a municipal corporation duly incorporated
under the laws of the Province of Alberta
(the "County")

(collectively "the Parties")

WHEREAS:

- A. The Town is the owner of the Town of Rocky Mountain House Sewage Lagoon (the "Lagoon");
- B. The County desires to use the Lagoon;
- C. To accommodate the additional volume of waste from the County, the Town will need to install certain upgrades to meet the licensing requirements as detailed in the Stantec report dated July 15, 2013.
- D. The Town and the County desire to enter into an access, usage, and operations agreement for future joint usage of the Lagoon;
- E. The Town and the County desire to mutually cooperate to service the current and future wastewater needs of the Town and the County;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties agree to partner as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. **Definitions.** In this Agreement and in the schedules and appendices to this Agreement, the following terms shall have the following meanings:

- 1.1.1. "Agreement" means this Agreement and every schedule, addendum and all amendments hereto and the words "herein", "hereof", "hereto", "hereunder", and similar expressions mean or refer to this Agreement.

- 1.1.2. "Applicable Law" means any federal or provincial or local statute, ordinance, law, regulation, policy, bylaw, notification, directive, order, customs regulations, instruction, rule, code, intergovernmental agreement (including the Agreement on Internal Trade), license, consent, permit, authorization or other approval, including any conditions attached thereto, having the force of law and with which the Town or the County is legally obligated to comply, including the common law and the law of equity;
- 1.1.3. "Capital Development" means facilities and equipment that are an expansion on the current Lagoon facilities and the Upgrades;
- 1.1.4. "County" means Clearwater County;
- 1.1.5. "Defaulting Party" has the meaning given to such term in Section 17.1;
- 1.1.6. "Effective Date" means 12:00 Noon on October 15, 2013;
- 1.1.7. "Emergency" means a sudden event affecting the Lagoon or the Upgrades that requires an immediate response in order to prevent damage or injury, including incidents affecting personal or public safety or which may cause violation or anticipated violations of Applicable Law or damage to the environment, including:
- a) Any disaster response;
 - b) Any hazardous or unsafe condition;
 - c) The presence of toxic substances in the wastewater received by the Lagoon:
 - A. Exceeding Regulatory Requirements; or
 - B. Exceeding the Design Parameters of the Lagoon.
- 1.1.8. "EPEA" means the *Environmental Protection and Enhancement Act* (Alberta) or any successor legislation;
- 1.1.9. "Event of Default" has the meaning given to such term in Section 17.1.
- 1.1.10. "Force Majeure" means any event or circumstance that prevents or delays a Party from performing any of its obligations under the Agreement, but only to the extent that (i) the event is not reasonably within the control of the Party (insufficiency of funds not being beyond the reasonable control of a Party) and (ii) the event cannot be prevented, avoided or stopped by that Party, it being acknowledged that Force Majeure may include the following: acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, terrorism, sabotage, wars (declared or undeclared), blockades, insurrections,

riots, diseases or epidemics, landslides, lightning, fire, earthquakes, storms, subsidence, floods, high waters, washouts, drought, low waters, orders or acts of civil or military authorities, civil disturbances, changes in Applicable Law or any other causes, whether of the kind herein enumerated or otherwise; provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the particular Party involved therein and such Party may make settlement thereof in such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such Party of the benefits of this Agreement with respect to Force Majeure;

- 1.1.11. "GST" means any Goods and Services Tax payable by the Municipality in connection with the Work pursuant to the *Excise Tax Act* of Canada, and includes any sales, value added or like taxes as well as any capital tax adopted under Applicable Law in addition to or in substitution for the Goods and Services Tax;
- 1.1.12. "Hazardous Substance" means any substance, matter or thing falling within the EPEA definitions of "hazardous substance", "hazardous recyclable", "hazardous waste" or "pesticide";
- 1.1.13. "Lagoon" means the Rocky Mountain House Lagoon and all associated facilities;
- 1.1.14. "Lagoon Reserve Fund" has the meaning given to such term in Section 9.1;
- 1.1.15. "Maintenance" means the routine and non-routine repairs and replacements that may be required to service and maintain the Lagoon and Upgrades;
- 1.1.16. "Non-defaulting Party" has the meaning given to such term in Section 17.1.
- 1.1.17. "Notice of Default" has the meaning given to such term in Section 18.1;
- 1.1.18. "Party" or "Parties" means the County and the Town and their successors and permitted assigns;
- 1.1.19. "Default" has the meaning given to such term in Section 17.1(a);
- 1.1.20. "Prescribed Rate" means the ATB prime lending rate plus 1%
- 1.1.21. "Stantec Report" means the Stantec report provided to the Town dated July 15, 2013.
- 1.1.22. "Town" means the Town of Rocky Mountain House
- 1.1.23. "Upgrades" means the fine air bubbler, receiving station and other upgrades necessary for the construction and operation of the fine air bubbler and

receiving station recommended in the Stantec Report and detailed in the tender document attached hereto as Schedule "A".

- 1.1.24. "Upgrade Advance" means the advance to be paid by the County as identified in section 3.2.
- 1.1.25. "Upgrade Costs" means the cost associated with the development, purchase, and installation of the Upgrades
- 1.1.26. "Usage Fee" means the fee set by the Town and the County on an annual basis to cover the costs of treating and processing sewage that enters the lagoon from Users. The User will be responsible for the Usage Fee.
- 1.1.27. "Users" means licensed bulk sewage haulers who have registered with the Town by a written and signed declaration.

1.2. **Interpretation.** In this Agreement, including the Schedules, and in any amendments thereto, except as otherwise expressly provided, or unless the context otherwise requires, the following words and phrases have the following meanings:

- a) all references in the Agreement or in any Schedule to "articles", "sections", "subsections", "paragraphs", "clauses", and "subclauses" or to other designated subdivisions are to the designated subdivisions of the Agreement or the applicable Schedule, as the case may be;
- b) the words "herein" and "hereunder" and words of similar import refer to this Agreement as a whole including the Schedules and not to any particular section or other subdivision;
- c) the headings and subheadings inserted in this Agreement are designed for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- d) the word "including", when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- e) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, as amended and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the same;

- f) any reference to an entity shall include and be deemed to be a reference to an entity (or entities) that is a successor, assign or successor in title to such entity, including any entity which assumes by agreement, by operation of law or otherwise, the rights and/or obligations of the entity;
 - g) words that have well-known technical or trade meanings and that are not specifically defined in the Agreement are used in the Agreement in accordance with their recognized meanings;
 - h) any reference to “approval”, “authorization” or “consent” of any person, including any Party hereto, means the written approval, written authorization or written consent of such person;
 - i) a reference to a day is a reference to a period of time commencing at midnight and ending the following midnight;
 - j) if the time for performing an obligation under this Agreement expires on a day that is not a Business Day, the time shall, unless specifically indicated to the contrary, be extended until that time on the next Business Day;
 - k) where a word or phrase is specifically defined, other grammatical forms of that word or phrase have corresponding meanings;
 - l) unless otherwise stated, any reference to dollars means Canadian dollars;
 - m) words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa, and words importing individuals shall include firms and corporations, and vice versa.
- 1.3. **Governing Law.** The validity and interpretation of this Agreement, and each article and part thereof, shall be governed by the laws of the Province of Alberta and the Parties irrevocably attorn to the jurisdiction of the courts of the Province of Alberta.
- 1.4. **Severability.** If any term, covenant, or condition of this Agreement or application thereof, to any thing or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or application of such term, covenant or condition to any thing or circumstance other than those which it is held as invalid or unenforceable shall not be affected thereby and each other term, covenant or condition of this Agreement, shall be valid and shall be enforced to the fullest extent permitted by law.
- 1.5. **Further Assurances.** The Parties shall, with reasonable diligence, hold all meetings, perform all acts, execute and deliver all documents and instruments, do all things and provide all reasonable assurances as may be reasonably necessary or desirable to give effect to the provisions of this Agreement.

- 1.6. **Approvals.** No approval, authorization, sanction or permission required to be provided hereunder shall, unless specifically indicated to the contrary, be unreasonably or arbitrarily withheld or delayed by the Party providing the same.
- 1.7. **Failure to Enforce.** If either Party shall overlook, excuse, condone or permit any default, breach, non-observance, improper compliance or non-compliance by the other of any obligation herein, this shall not operate as a waiver of such obligation in respect of any continuing or subsequent default, breach or non-observance, and no such waiver shall be implied but shall only be effective if expressed in writing,
- 1.8. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other.
- 1.9. **Entire Agreement.** This Agreement is the only agreement between the Parties in relation to the subject matter hereof, and supersedes and replaces all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. This Agreement may only be amended or modified by a further written agreement of each of the Parties.
- 1.10. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 1.11. **Waiver.** An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of that breach.
- 1.12. **Time of the Essence.** Time, where mentioned herein, shall be of the essence.
- 1.13. **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available under Applicable Law.
- 1.14. **Continuing Nature of Rights and Obligations.** The expiry or termination of this Agreement shall not relieve any Party of any rights, liabilities or obligations that by their nature survive expiry or termination, including warranties, remedies, indemnities and obligations of confidentiality or environmental compliance, or that arose prior to the expiry or termination of this Agreement.
- 1.15. **Counterparts and Facsimile Delivery.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument, and a counterpart of this Agreement may be delivered by facsimile transmission, provided that an executed counterpart of this Agreement is delivered by each of the Parties to the other and provided that promptly

following any facsimile transmission, the Party transmitting the facsimile delivers to the other Party an originally executed counterpart.

- 1.16. **Notice.** Except in the case of an Emergency, when notice may be given by telephone with later confirmation in writing, any notice that may be or is required to be given under this Agreement shall be in writing and either be delivered or sent by facsimile or email transmission, addressed as follows:

To the Town:

Attention: CAO
Town of Rocky Mountain House
Box 1509, 5116 50th Avenue
Rocky Mountain House, Alberta T4T 1B4

Telephone: (403) 845-2866
Fax: (403) 845-3230

To the County:

Attention: CAO
Clearwater County
Box 550, 4340-47 Avenue
Rocky Mountain House, Alberta T4T 1A4

Telephone: (403) 845-4444
Fax: (403) 845-7330

Or to such other address or facsimile number of which notice has been given as provided in this Agreement. Any notice that is delivered is to be considered to have been given on the first Business Day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first Business Day after it is sent, provided that the sender obtains an electronic confirmation of receipt. If a Party changes its address or facsimile number, or both, it shall promptly give notice of its new address or facsimile number, or both, to the other Party as provided in this Agreement.

2. TERM

- 2.1. The Parties agree that the term of this Agreement shall be for a period of 10 years commencing on October 15, 2013 and ending on October 14, 2023 (the "Initial Term").
- 2.2. The Parties agree that this agreement may be renewed for two (2) further five year terms on mutual agreement of the parties (the "Extended Term").

- 2.3. Either Party may initiate the renewal process by providing at least 2 years notice to the other Party. The Party receiving the renewal notice (the "Receiving Party") must provide their consent to the renewal at least 1 year and six months prior to the expiry of the term of this Agreement.

3. LEGAL RELATIONSHIP

- 3.1. There is no partnership, joint venture, employment, fiduciary or agency relationship created by this Agreement or under this Agreement. Nothing herein shall vest in the County any rights of ownership in the Facility or the Lands.

4. PAYMENT FOR UPGRADES

- 4.1. The County will, at its sole cost, provide funding for the purchase and installation of the Upgrades as per the actual project costs outlined in the July 15, 2013 tender document attached hereto at Schedule "A".
- 4.2. On the Commencement Date, the County will advance FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS (the "Upgrade Advance") to the Town for the Upgrades.
- 4.3. Once the Town has used the "Upgrade Advance" for the Upgrades, the remaining funds will be transferred to the Town as follows:
- a) The Town will submit progress certificates that have been reviewed and certified by the Town's consultant to the County.
 - b) The County will, within 30 days of receiving a progress certificate certified by the Town's consultant, forward to the Town sufficient funds to pay for the portion of the upgrades to which the progress certificate applies.
 - c) The County will be responsible for obtaining and maintaining any financing required by the County to meet their payment obligations under Article 4.

5. USAGE

- 5.1. The Parties agree that the Lagoon will be operated on a cost recovery model whereby Users of the Lagoon will be responsible for a Usage Fee that will cover the operational costs of the Lagoon.
- 5.2. The Usage Fee will be set by the Town, in consultation with the County on a yearly basis. The Usage Fee will be charged to Users on a per cubic meter of waste basis.
- 5.3. The Town agrees that it will set the Usage Fee to cover the costs for the following:
- a) Treatment of sewage deposited in the Lagoon;

b) Maintenance costs for Lagoon equipment and facilities; and

- 5.4. The Town agrees that it will collect payment from Users directly.
- 5.5. If the Town determines that the Usage Fee needs to be increased, the Town will advise the County at least six months prior to the planned increase. The Town will provide notice to Users at the Lagoon at least three months prior to the planned increase. The Town and County agree to provide notice of the increased Usage Fee on their websites at least one month prior to the planned increase.
- 5.6. The Town agrees that access will be provided to Users for the minimum hours of 7:00 a.m. to 7:00 p.m. seven days a week (the "Operational Hours") with the appropriate licenses and permits subject only to reduced hours or shut downs in the case of an Emergency, Force Majeure event, or in the case of planned Maintenance. The Town will post notice at the Lagoon and on the Town's website, and provide notice to the County at least two weeks before any closure of the Lagoon for planned Maintenance.
- 5.7. The Town will maintain responsibility for granting licenses and permits to Users.

6. OPERATIONS

- 6.1. The Town agrees that it will continue to be the sole operator of the Lagoon. The Town agrees that it will maintain its license with Alberta Environment to operate the Lagoon in accordance with all statutory and regulatory requirements.

7. REBATES

- 7.1. The Town agrees that in the event there is a provincial grant or rebate awarded to the Town that is attributable to the Upgrades that the entire amount of the grant or rebate will be forwarded to the County.

8. CAPITAL DEVELOPMENT

- 8.1. The Parties agree that there may be a need for future Capital Development to the Lagoon as per statutory requirements or due to increased usage from the Parties or surrounding communities.
- 8.2. The Parties agree that they will undertake good faith efforts to negotiate the division of future costs for Capital Development.

9. RESERVE

- 9.1. The Town will establish a Lagoon Reserve Fund for the purpose of paying for ongoing Maintenance. The Town agrees to consult with the County on how Lagoon Reserve Fund monies are used or allocated.

- 9.2. Any revenues calculated to be in excess of those required for the day to day operation of the Lagoon generated from the Lagoon, including any Usage Fees or any other revenue generating activity will be placed in the Lagoon Reserve Fund.
- 9.3. Any rebates pertaining to the Lagoon will be placed in the Lagoon Reserve Fund.

10. STATUTORY REQUIREMENTS

- 10.1. In the event that there are changes to the applicable statutory and regulatory requirements imposed on the Town that would result in increased costs, upgrades, or relocation of the Lagoon, the Town agrees to provide notice to the County as soon as reasonably possible.
- 10.2. Where compliance with any change to the applicable statutory and regulatory requirements will result in a change in operations, a change in costs, or require future studies, upgrades, or changes, the Parties will engage in good faith negotiations as to the responsibilities of the Town and the County as a response to any statutory and regulatory requirements.

11. REPORTING

- 11.1. The Town will provide to the County a summary report of the Lagoon operations, compliance, usage, and capacity on a quarterly basis in the months of March, June, September, and December.
- 11.2. The Town, on an annual basis, will report to the County on the status of the Lagoon Reserve Fund.
- 11.3. The Town will provide to the County any notice of non-compliance issued by Alberta Environment or any other regulatory body, as applicable, within 48 hours of receipt of the notice.

12. CONSULTATION ON FUTURE USERS AND PROJECTS

- 12.1. Before any other users are added to the Lagoon that may significantly alter the operational effectiveness of the Lagoon operations, the Town and the County will consult and the parties will conduct a study of the effect that additional users will have on both the Town and the County's use of the Lagoon.
- 12.2. The County must consent before any user is added to the Lagoon that may result in an impact on the County or the Town's capacity needs.
- 12.3. The Town agrees that the County and Users from the County will have priority use of the Lagoon over any Lagoon users who are granted use after the Effective Date of this Agreement.

12.4. The Town and County will consult about any operational modifications to any County treatment facilities that may increase the demand on the Lagoon.

13. OTHER COVENANTS

13.1. The Town shall remain the named licensee, as defined in the regulation to the EPEA, on all required Approvals

13.2. At all times during the term of this Agreement, the Town shall ensure that it does not and that the transactions contemplated hereby, together with any other transactions undertaken by the Town, do not violate, breach or contravene any Applicable Law or any provision of the constating documents of the Town, including any time causing the Town to exceed the debt limit applicable to the Town or to contravene the borrowing bylaw of the Town (in each case as established pursuant to the requirements of the *Municipal Government Act* (Alberta) or any successor legislation.

13.3. At all times during the term of this Agreement, the County shall ensure that it does not and that the transactions contemplated hereby, together with any other transactions undertaken by the County, do not violate, breach or contravene any Applicable Law or any provision of the constating documents of the County, including any time causing the County to exceed the debt limit applicable to the County or to contravene the borrowing bylaw of the County (in each case as established pursuant to the requirements of the *Municipal Government Act* (Alberta) or any successor legislation.

14. FORCE MAJEURE

14.1. If either Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from whatever performance is affected by the Force Majeure event to the extent so affected, provided that the non-performing party provides written notice to the other party within seven (7) business days detailing the particulars of the Force Majeure and that the non-performing Party will exercise reasonable efforts to remedy its inability to perform.

14.2. Upon the termination of the Force Majeure the Parties respective obligations shall resume in accordance with the terms of this Agreement.

14.3. In the event that the Parties are unable in good faith to agree that a Force Majeure has occurred, the Parties shall submit the dispute for dispute resolution according to Article 20 of this Agreement.

15. EXPIRY

15.1. The intent of the Parties is that the Parties will cooperate throughout this Agreement and beyond its expiry to establish partnerships and projects that will benefit both the Town and the County and serve the Town and the County's sewage treatment needs.

15.2. On expiry or termination of this Agreement, as applicable, if a new agreement between the Town and the County has not been established, the Parties agree that the County should be able to recover from the Town any outstanding amortized value of the County's contribution to the Upgrades, as determined in accordance with the depreciation framework set out in Schedule "B" to this Agreement.

16. EVENT OF DEFAULT

16.1. A Party shall be deemed to be in default hereunder if a Party fails to perform any material obligation imposed upon such Party under this Agreement (the "Default"), the Party in default to be referred to as the "Defaulting Party" and the Party not in default to be referred to as the "Non-defaulting Party".

17. NOTICE OF DEFAULT

17.1. If a Party claims that there has been a Default under this Agreement by the other party, the Non-defaulting Party shall give to the Defaulting Party a notice providing particulars of the Default (hereinafter referred to as the "Notice of Default").

17.2. The Defaulting Party shall have a period of thirty (30) days after receipt of the Notice of Default to cure the Default. If the Default cannot be reasonably remedied within thirty (30) days after receipt of the Notice of Default, the Defaulting Party shall have a reasonable period of time to cure the Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Default.

17.3. If the Defaulting Party disputes the Default, the Defaulting Party shall, within ten (10) days after receipt of the Notice of Default, (i) give the other Party notice that Default is in dispute (including providing reasons therefore in reasonable detail) and (ii) promptly refer the matter to the Dispute Resolution Process set out in Article 20.

18. REMEDIES ON DEFAULT

18.1. If the Defaulting Party does not cure or remedy the Default in the manner contemplated by section 17.2 or where a Defaulting Party is determined pursuant to the Dispute Resolution Process to have a requirement to remedy a Default and fails to remedy the Default as directed, the Non-defaulting Party shall have the following rights and remedies:

- a) To suspend performance of its obligations under this Agreement, or
- b) If the Initial Term of this Agreement has expired and the Default occurs during the Extended Term, to terminate this Agreement according to section 19.3.

19. TERMINATION

19.1. Termination upon Expiry of Initial Term. If the Parties have not renewed this Agreement or entered a new agreement, at least two years prior to the expiry of the Initial Term or Extended Term of this Agreement, as applicable, on the expiry of this Agreement:

- a) This Agreement will terminate;
- b) The Town will pay to the County any outstanding amortized amount for the Upgrades; and
- c) The Parties will be relieved of all future duties and responsibilities under this Agreement.

19.2. Termination for Event of Default. In the event of a Default that is not cured upon notice to the Defaulting Party, the Non-Defaulting Party can terminate this Agreement in accordance with section 18.1.

- a) Where the Town is the Defaulting Party, and the County exercises its right to terminate under section 18.1, the County will be entitled to recover any outstanding amortized value of the County's contribution to the Upgrade Costs; and
- b) Where the County is the Defaulting Party, and the Town exercises its right to terminate under section 18.1, the Town will be entitled to retain any outstanding amortized value of the County's contribution to the Upgrade Costs.

19.3. Termination for Convenience. Either Party may terminate this Agreement for convenience (without cause) upon two (2) years notice, provided that no such notice shall be given to the other Party during the Initial Term and further provided that:

- a) In the case of a termination by the Town under this Section, the provisions of Section 19.2(a) shall apply as though the County had terminated this Agreement for cause; and
- b) In the case of a termination by the County under this Section, the provisions of Section 19.2(b) shall apply as though the Town had terminated this Agreement for cause.

19.5 Termination for Regulatory or Legal Change. Where there is a regulatory or legislative change that requires a change in operations of the Lagoon that would necessarily result in a Default by one of the Parties, this Agreement will automatically terminate and the Parties will use the dispute resolution procedures under Section 20 to determine any allocation of remaining funds to the parties.

20. DISPUTE RESOLUTION

20.1. If a dispute arises between the Town and the County regarding the interpretation, application, operation or administration of this Agreement or any failure to agree where agreement is called for, the same shall be dealt with in accordance with the Dispute Resolution Process set out in Stronger Together Agreement between the Town and the County which is attached as Schedule A to this Agreement. The Parties shall continue to perform their obligation described in this Agreement throughout the Dispute Resolution Process until such time as the Dispute Resolution Process is complete.

IN WITNESS WHEREOF, and as evidence of their agreement to be bound by the terms hereof, the Parties have caused this Agreement to be executed and delivered by their authorized signatories with effect as of the date set out on page one above.

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TOWN OF ROCKY MOUNTAIN HOUSE

Per: 

Per: 

COUNTY

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CLEARWATER COUNTY

Per: 

Per: 

SCHEDULE "A"



TOWN OF ROCKY MOUNTAIN HOUSE

REQUEST FOR PROPOSAL

WWTF AERATION SYSTEM UPGRADE

Prepared by:

Stantec Consulting Ltd.

Reviewed by:

Town of Rocky Mountain House
Engineering & Operations Dept.

July 2013

Request for Proposal Town of Rocky Mountain House

Sealed Proposals clearly marked "**RFP for Rocky Mountain House WWTF Aeration System Upgrade**", delivered or mailed to:

Johnny Ke, P.Eng. - Project Engineer
Stantec Consulting
1100, 4900 50 St
Red Deer, AB T4N 1X7

before **2:00 p.m. local time on Wednesday July 31, 2013** will be opened in public immediately thereafter. Tenders received and not conforming to the foregoing will be returned to the Tenderer(s) without consideration. Faxed Tender Documents or Tender Amendments will not be accepted.

The Work is comprised of, but is not limited to, approximately:

Design, Supply and Installation of a Fine Bubble Aeration System at the Town of Rocky Mountain House Lagoons:

- Services to design a wastewater treatment plant aeration upgrade to meet provided effluent quality specifications including Alberta P.Eng. stamped CAD drawings and specifications
- Aeration diffusers, feeder piping, HDPE lateral piping, valves, and fittings as required Connection to new blowers,
- Lateral support hardware and anchors, self-tensioning lateral anchor assemblies
- Shallow buried main header piping
- Three (3) 100 hp positive displacement blowers with outdoor enclosures
- Galvanized metal blower header and connection pipe (heat dissipation)
- Blower control panel with outdoor enclosure
- Installation/start-up/commissioning/training
- Operation and maintenance manuals
- As-built Drawings
- Primary power feed upgrade will be completed by Others
- Civil works including berm construction, transport piping, inter-cell piping, discharge piping, manholes, valves, etc. to complete the work.
- Removal of surface aerators from the lagoon cells
- Concrete pad for blowers
- Site restoration

RFP documents will be available for pick-up at the Stantec office at 4900, 50 St, Red Deer Alberta on July 19, 2013 at 1:00pm.

Proposals must be accompanied by

- Security Deposit in the amount of 10% of the Tender Price in the form of a Bid Bond or Certified Cheque,
- Consent of Surety;
- Copy of Current Safety Certificate of Recognition (COR*) or Temporary Letter of Certification.

As it is the purpose of the Town to obtain the proposal most suitable and most advantageous to the interests of the Town, notwithstanding anything else contained within the proposal documents, the Town reserves the right, in its sole and unfettered discretion, to reject or accept any proposal, including the right to reject all proposals. In that event, all Bidders will be notified and the Town will not be liable to any Bidder. If the Town decides to accept a Proposal and award a Contract, the selection of the successful Bidder will be based on the evaluation criteria identified within this RFP.

Non-qualified Bidders will not be considered for this project. Receipt and evaluation of a proposal does not imply that the Bidder is qualified. The Owner reserves the right to waive minor informalities, reject any or all proposals, or to accept the proposal deemed most favourable in the interest of the Owner.

The successful Bidder shall be the Principal or Prime Contractor for the Project pursuant to the applicable construction safety legislation and shall have primary responsibility for the safety of all workers and equipment on the Project in accordance with such legislation.

Inquiries regarding this Project may be directed to:

Johnny Ke, P.Eng. - Project Engineer
Stantec Consulting Ltd.
Phone: (403) 341-3320
Email: johnny.ke@stantec.com

* COR – As recognized by Alberta Labour, Occupational Health & Safety

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1.1 GENERAL

This section includes information that is made available to Bidders or Contractors

1.2 CONTRACT AWARD

Awarding of this contract, in part or in whole, is subject to budget approval from the Town of Rocky Mountain House Council.

1.3 SUMMARY OF WORK**1.1 Summary of Work**

- 1 The Work, unless specifically stated otherwise, shall include the furnishing of all Material, Product, Plant, labour and transportation necessary to complete the Work. The intent is that the Contractor provides a complete job.
- 2 The Work shall not be deemed complete until all components are placed in operation by the Contractor, and are operating satisfactorily.
- 3 Any minor item of the Work not called for in the specifications or shown on the drawings but clearly required to meet the intent of design and normally provided for the proper operation of the Work shall be provided as if specifically called for in the Contract Documents.
- 4 Summary of the Work:
 - Services to design a wastewater treatment plant aeration upgrade to meet provided effluent quality specifications including Alberta P.Eng. stamped CAD drawings and specifications
 - Aeration diffusers, feeder piping, HDPE lateral piping, valves, and fittings as required Connection to new blowers,
 - Lateral support hardware and anchors, self-tensioning lateral anchor assemblies
 - Shallow buried main header piping
 - Three (3) 100 hp positive displacement blowers with outdoor enclosures
 - Galvanized metal blower header and connection pipe (heat dissipation)
 - Blower control panel with outdoor enclosure
 - Installation/start-up/commissioning/training
 - Operation and maintenance manuals
 - As-built Drawings
 - Primary power feed upgrade will be completed by Others
 - Civil works including berm construction, transport piping, inter-cell piping, discharge piping, manholes, valves, etc. to complete the work.
 - Removal of surface aerators from the lagoon cells
 - Concrete pad for blowers
 - Site restoration

.2 Work Not Included

- .1 The following components of the project are not included in the Work under this Contract:
- Coordination with the Owner and Power Company to provide and install an upgraded electrical service. All costs associated with bringing the new power service to site will be borne by the Owner.
 - Relocation of Telus, ATCO Gas, Cable TV and Fortis Alberta Ltd. underground shallow utilities.

.3 Incidental Work

The following work will be considered incidental work and separate payment will not be made.

- .1 Dust control measures via watering or alternative method approved by the Engineer.
- .2 Water control and disposal.
- .3 Locating and temporarily removing, relocating or protecting existing utilities, and supporting power poles and structures.
- .4 Obtaining all permits and approvals including affected property owners.
- .5 Temporary removal and replacement of existing fences, traffic signs and structures not specified in the proposal to the original condition.
- .6 Maintaining existing services in operation and access to all businesses affected.
- .7 Crossing both shallow and deep utilities as required to complete the work.
- .8 Capping, plugging or disconnecting all pipes to be abandoned in place.
- .9 All quality control tests of any / all products supplied to complete the work.
- .10 Replacement of any lost or damaged Owner-supplied materials under the Contractor's care.
- .11 Restoration of any existing facilities damaged or disturbed during construction.
- .12 Coordination with utility authorities and the owners as required.
- .13 Coordination with Town of Rocky Mountain House and other Contractors working in the area.
- .14 Contractor will be responsible for all re-tests required for the project.
- .15 Contractor is responsible for coordinating with the Town of Rocky Mountain House Public Works department for the moving and reinstallation of existing signs. Contractor is responsible for all temporary signage.
- .16 Preparation, review and implementation of a Watermain Pressure Testing Plan.
- .17 Any other incidental work related to the performance of the Contract for which separate payment is not specified.

1.4 DOCUMENTS REQUIRED

- .1 Maintain at the job site at least one copy of each of the following:
 - Contract Drawings
 - Specifications
 - Addenda
 - Change Orders, Field Orders, Notices
 - Reviewed Shop Drawings
 - Modifications to the Contract
 - Field Test Reports
 - Construction Schedule
 - Manufacturer's Installation and Application Instructions
 - Occupational Health and Safety Regulations and Workers' Compensation Board Regulations;

and have readily available any referenced or specified Standards.

1.5 SPECIFICATIONS

- 1 Sentence structure in parts of the specifications is abbreviated, and phrases such as "shall be" and "the Contractor shall" are deliberately omitted. Such sentences shall be read as though they are complete.
- 2 The use of the word "provide" means "supply and install"; or "supply labour and materials for the installation of". It does not mean supply only.
- .3 The word "concealed" in connection with piping, electrical work, controls and wherever used in other sections shall mean "hidden from sight" as in ceiling spaces or furred out spaces, and not normally visible to persons in the construction area.
- .4 The word "exposed" in connection with piping, electrical work, controls and whenever used in other sections shall mean visible to persons within a building, in normal working areas.

1.6 CONTRACT SCHEDULE

- .1 Upon award of the Contract and prior to commencement of the Work, the Contractor shall submit for approval to the Engineer a construction schedule in critical path method format showing all the principal phases of the work. No Progress Payment Claim shall be certified until an acceptable Construction Schedule has been received by the Engineer.
- .2 **This contract must be completed no later than October 31, 2013.**

1.7 EXISTING CONDITIONS

- .1 Bidders must take note of the following particular existing site conditions or issues to be addressed during construction:

Existing watermains and sanitary/storm sewers to be maintained.
Condition of existing concrete curb, gutter and sidewalk, landscaping and driveways to be maintained or repaired.
Location of existing overhead utilities and street lights.
Existing residential and commercial accesses.
Location of existing shallow utilities.
Location and protection of water sanitary services to existing residential lots.
Location of water valves required to isolate the watermains noted for replacement.
Detouring, control and signage for pedestrian and vehicle traffic

1.8 CONTRACTOR'S WORKSITE & USE OF THE PREMISES

- .1 Worksite
- .1 The Owner will provide the lands as delimited on the Drawings upon which the Work is to be constructed.
- .2 Contractor's Use of the Worksite
- .1 The Contractor shall coordinate use of the worksite with the Owner and other Contractors working in the area. It is anticipated that construction of another project (Spetage Receiving Station Upgrades) will take place in the same area and at roughly the same time as this project.
- .2 The Owner shall have unfettered use of thoroughfares, streets, lanes and other areas within the Worksite until the Contractor requires those areas for execution of the Work, and after the Contractor has finished the portions of the Work in those areas.
- .3 Unless otherwise agreed with the Owner, the Contractor shall give 48 hours notice to the Owner before entering a particular Area of the Worksite to execute the Work.
- .4 Up to the end of the period of Notice and after the Contractor has fully completed its operations in a particular Area; the Owner shall have use of the Area and shall be responsible for Health and Safety Requirements and security in that Area.
- .5 During the Contractor's use of a particular Area of the Worksite to execute the Work, the Contractor shall be responsible primarily for security and for ensuring compliance with Health and Safety Regulations.

- .6 The Contractor shall be responsible for access to the Worksite by means of temporary roads, tote roads, or agreements with the appropriate authorities to use existing means of access.
- .7 The Contractor will be responsible for any damage to existing concrete, fences, trees, buildings, or asphalt. All such work to be done at the expense of the Contractor.

1.9 WASTE EXCAVATION & DISPOSAL

- .1 The Contractor is responsible for the disposal of waste material off site to an approved and designated site as approved by the Engineer. The Engineer, at his sole discretion, shall decide if the material can be used as common excavation on the site. All other material is to be disposed off site to a location to be determined by the Contractor.

1.10 SITE MAINTENANCE

- .1 The Contractor shall adhere to the following maintenance procedures:
 - .1 Maintain the working area in a clean and orderly manner as the Work progresses, and upon completion of construction, remove all waste materials, and all temporary facilities from the site.
 - .2 Remove surplus or salvaged materials belonging to the Contractor from the site.
 - .3 Clean haul route.
 - .4 Broom clean paved surfaces; rake clean other surfaces of ground.

1.11 DEWATERING

- .1 All costs associated with dewatering shall be incidental to the contract.

1.12 OVERHAUL

- .1 Overhaul will not be paid as part of this contract:

1.13 NOTICES

- .1 Landowner Notifications
 - .1 To be provided by the Town as required.
- .2 Newspaper Advertisements
 - .1 To be provided by the Town as required.
- .3 Radio Advertisements
 - .1 To be provided by the Town as required.

END OF SECTION



TOWN OF ROCKY MOUNTAIN HOUSE

CONTRACT SPECIFICATIONS

SEPTAGE RECEIVING STATION UPGRADES

Prepared by:

Stantec Consulting Ltd.

Project #: 113929337

August 2013

INVITATION TO TENDER

Town of Rocky Mountain House

Sealed Tenders clearly marked "**Septage Receiving Station Upgrades**", delivered or mailed to:

Kris Johnson, P.Eng. – Director of Engineering and Operations
Town of Rocky Mountain House
Box 1509, 4607 48 Street
Rocky Mountain House, AB T4T 1B2

before **2:00 p.m. local time on Thursday September 12th, 2013** will be opened in public immediately thereafter. Tenders received and not conforming to the foregoing will be returned to the Tenderer(s) without consideration. Faxed Tender Documents or Tender Amendments will not be accepted.

The Work is comprised of, but is not limited to, approximately:

- Supply, installation, start-up and commissioning of one Septage Receiving Station;
- Construction, start-up and commissioning of all related equipment, piping, supports, etc.;
- Supply, installation, start-up and commissioning of one Flushing Pump package and related piping;
- Supply and installation of a pre-engineering Power Control Shed;
- Upgrading electrical and instrumentation equipment to accommodate new equipment c/w connections to all new equipment;
- Coordination with Fortis for electrical service upgrades;
- Construction of chain link fence, concrete pads and other site works;
- Clean-out/dewatering and dredging septage cell and clean-out existing box culverts.

Tender Documents shall be obtained from the Town of Rocky Mountain House Engineering & Operations Office (4607 48 Street in Rocky Mountain House) or from Stantec Consulting Ltd. office (4900 – 50th Street in Red Deer), upon payment of a \$50 non-refundable fee made payable to the Town of Rocky Mountain House.

Tender Documents will be ready for pick up after **10:00 a.m. on Friday August 30th, 2013**.

Subcontractors may view the Tender Documents at either tender pick-up location noted above.

A **non-mandatory** Pretender Meeting will be held at the Town of Rocky Mountain House Engineering & Operations Office at 4607 48 Street in Rocky Mountain House at **1:00 p.m. on Friday September 6th, 2013**.

Tenders must be accompanied by

- Security Deposit in the amount of 10% of the Tender Price in the form of a Bid Bond or Certified Cheque,
- Consent of Surety;
- Copy of Current Safety Certificate of Recognition (COR*) or Temporary Letter of Certification.

As it is the purpose of the Town to obtain the tender most suitable and most advantageous to the interests of the Town, notwithstanding anything else contained within the tender documents, the Town reserves the right, in its sole and unfettered discretion, to reject or accept any tender, including the right to reject all tenders. In that event, all Tenderers will be notified and the Town will not be liable to any Tenderer. If the Town decides to accept a Tender and award a Contract, the selection of the successful Tenderer will be based on price.

Non-qualified tenderers will not be considered for this tender. Receipt and evaluation of a tender does not imply that the Tenderer is qualified. The Owner reserves the right to waive minor informalities, reject any or all Tenders, or to accept the Tender deemed most favourable in the interest of the Owner.

The successful Tenderer shall be the Principal or Prime Contractor for the Project pursuant to the applicable construction safety legislation and shall have primary responsibility for the safety of all workers and equipment on the Project in accordance with such legislation.

Inquiries regarding this Project may be directed to:

Joel Sawatzky, P.Eng. – Project Manager
Stantec Consulting Ltd.
1100 – 4900, 50 Street
Red Deer, AB T4N 1X7
Phone: 403-341-3320
Email: joel.sawatzky@stantec.com

* COR – As recognized by Alberta Labour, Occupational Health & Safety

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1.1 GENERAL

This section includes information that is made available to Tenderers or Contractors

1.2 CONTRACT AWARD

Awarding of this contract, in part or in whole, is subject to budget approval from the Town of Rocky Mountain House Council.

1.3 SUMMARY OF WORK**.1 Summary of Work**

.1 The Work includes, but is not limited to, the following components:

- Supply, installation, start-up and commissioning of one Septage Receiving Station;
- Construction, start-up and commissioning of all related equipment, piping, supports, etc.;
- Supply, installation, start-up and commissioning of one Flushing Pump package and related piping;
- Supply and installation of a pre-engineering Power Control Shed;
- Upgrading electrical and instrumentation equipment to accommodate new equipment c/w connections to all new equipment;
- Coordination with Fortis for electrical service upgrades;
- Construction of chain link fence, concrete pads and other site works;
- Clean-out/dewatering and dredging septage cell and clean-out existing box culverts.

.2 The Work, unless specifically stated otherwise, shall include the furnishing of all Material, Product, Plant, labour and transportation necessary to complete the Work. The intent is that the Contractor provides a complete job.

.3 The Work shall not be deemed complete until all components are placed in operation by the Contractor, and are operating satisfactorily.

.4 Any minor item of the Work not called for in the specifications or shown on the drawings but clearly required to meet the intent of design and normally provided for the proper operation of the Work shall be provided as if specifically called for in the Contract Documents.

.2 Work Not Included

.1 The following components of the project are not included in the Work under this Contract:

- Relocation of Telus, ATCO Gas, Cable TV and Fortis Alberta Ltd. underground shallow utilities.

- Supply of primary cable and transformer for electrical service upgrade.

3 Incidental Work

The following work will be considered incidental work and separate payment will not be made.

- 1 Dust control measures via watering or alternative method approved by the Engineer.
- 2 Water control and disposal.
- 3 Locating and temporarily removing, relocating or protecting existing utilities, and supporting power poles and structures.
- 4 Obtaining all permits and approvals including affected property owners.
- 5 Temporary removal and replacement of existing fences, traffic signs and structures not specified in the tender to the original condition.
- 6 Maintaining existing services in operation and access to all businesses affected.
- 7 Crossing both shallow and deep utilities as required to complete the work.
- 8 Capping, plugging or disconnecting all pipes to be abandoned in place.
- 9 All quality control tests of any / all products supplied to complete the work.
- 10 Replacement of any lost or damaged Owner-supplied materials under the Contractor's care.
- 11 Restoration of any existing facilities damaged or disturbed during construction.
- 12 Coordination with utility authorities and the owners as required.
- 13 Coordination with Town of Rocky Mountain House and other Contractors working in the area.
- 14 Contractor will be responsible for all re-tests required for the project.
- 15 Contractor is responsible for coordinating with the Town of Rocky Mountain House Operators and Public Works department for work in and around the Lagoons.
- 16 Contractor is responsible for all temporary signage.
- 17 Any other incidental work related to the performance of the Contract for which separate payment is not specified.

1.4 DOCUMENTS REQUIRED

- 1 Maintain at the job site at least one copy of each of the following:
 - Contract Drawings
 - Specifications
 - Addenda
 - Change Orders, Field Orders, Notices
 - Reviewed Shop Drawings
 - Modifications to the Contract
 - Field Test Reports
 - Construction Schedule

- Manufacturer's Installation and Application Instructions
- Occupational Health and Safety Regulations and Workers' Compensation Board Regulations;

and have readily available any referenced or specified Standards.

1.5 SPECIFICATIONS

- 1 Sentence structure in parts of the specifications is abbreviated, and phrases such as "shall be" and "the Contractor shall" are deliberately omitted. Such sentences shall be read as though they are complete.
- 2 The use of the word "provide" means "supply and install"; or "supply labour and materials for the installation of". It does not mean supply only.
- 3 The word "concealed" in connection with piping, electrical work, controls and wherever used in other sections shall mean "hidden from sight" as in ceiling spaces or furred out spaces, and not normally visible to persons in the construction area.
- 4 The word "exposed" in connection with piping, electrical work, controls and whenever used in other sections shall mean visible to persons within a building, in normal working areas.

1.6 CONTRACT SCHEDULE

- 1 Upon award of the Contract and prior to commencement of the Work, the Contractor shall submit for approval to the Engineer a construction schedule in critical path method format showing all the principal phases of the work. No Progress Payment Claim shall be certified until an acceptable Construction Schedule has been received by the Engineer.
- 2 **This contract must be completed no later than December 13, 2013.**

1.7 EXISTING CONDITIONS

- 1 Tenderers must take note of the following particular existing site conditions or issues to be addressed during construction:

Ongoing operation of the WWTF aeration system and biological treatment process is not to be interfered with.
Existing sanitary sewers to be maintained.
Existing gravel access road to be maintained.
Location of existing shallow utilities.
Location of existing overhead utilities.

1.8 CONTRACTOR'S WORKSITE & USE OF THE PREMISES**.1 Worksite**

- .1 The Owner will provide the lands as delimited on the Drawings upon which the Work is to be constructed.

.2 Contractor's Use of the Worksite

- .1 The Contractor shall coordinate use of the worksite with the Owner and other Contractors working in the area. It is anticipated that construction of another project (WWTF Aeration System Upgrade) will take place in the same area and at roughly the same time as this project so coordination efforts should be expected.

WWTF Aeration System Upgrade Contractor: Nelson Environmental.

- .2 The Owner shall have unfettered use of thoroughfares, streets, lanes and other areas within the Worksite until the Contractor requires those areas for execution of the Work, and after the Contractor has finished the portions of the Work in those areas.
- .3 Unless otherwise agreed with the Owner, the Contractor shall give 48 hours notice to the Owner before entering a particular Area of the Worksite to execute the Work.
- .4 Up to the end of the period of Notice and after the Contractor has fully completed its operations in a particular Area; the Owner shall have use of the Area and shall be responsible for Health and Safety Requirements and security in that Area.
- .5 During the Contractor's use of a particular Area of the Worksite to execute the Work, the Contractor shall be responsible primarily for security and for ensuring compliance with Health and Safety Regulations.
- .6 The Contractor shall be responsible for access to the Worksite by means of temporary roads, tote roads, or agreements with the appropriate authorities to use existing means of access.
- .7 The Contractor will be responsible for any damage to existing concrete, fences, trees or asphalt. All such work to be done at the expense of the Contractor.

1.9 WASTE EXCAVATION & DISPOSAL

- .1 The Contractor is responsible for the disposal of waste material off site to an approved and designated site as approved by the Engineer. The Engineer, at his sole discretion, shall decide if the material can be used as common excavation on the site. All other material is to be disposed off site to a location to be determined by the Contractor.

1.10 SITE MAINTENANCE

- .1 The Contractor shall adhere to the following maintenance procedures:
 - .1 Maintain the working area in a clean and orderly manner as the Work progresses, and upon completion of construction, remove all waste materials, and all temporary facilities from the site.
 - .2 Remove surplus or salvaged materials belonging to the Contractor from the site.
 - .3 Clean haul route.
 - .4 Broom clean paved surfaces; rake clean other surfaces of ground.

1.11 DEWATERING

- .1 All costs associated with dewatering shall be incidental to the contract.

1.12 OVERHAUL

- .1 Overhaul will not be paid as part of this contract:

1.13 NOTICES

- .1 Landowner Notifications
 - .1 To be provided by the Town as required.
- .2 Newspaper Advertisements
 - .1 To be provided by the Town as required.
- .3 Radio Advertisements
 - .1 To be provided by the Town as required.

1.14 CLEAN-OUT EXISTING BOX CULVERTS

- .1 Clean-out existing two box culverts under septage cell berm is to include removal of sludge and all debris inside the two existing box culverts under the north and east septage cell berms. This item is to also include cleaning the north box culvert grate and removal and disposal of the grate on the east box culvert.
- .2 Payment for this item will be on a percentage complete basis.

1.15 CLEAN-OUT / DEWATERING AND DREDGING OF SEPTAGE CELL

- .1 Clean-out / dewatering and dredging of septage cell shall include a sludge survey to confirm cell depth and sludge volume, removal and disposal of all waste contained in the cell and all other work required to dredge the entire septage cell. Material is to be disposed of at an approved landfill site.
- .2 Payment for this item will be on a percentage complete basis.
- .3 Work is to be completed by Lambourne Environmental or approved alternative.

1.16 POWER CONTROL SHED

Power Control Shed is to be a pre-engineered building supplied and installed by Makloc Buildings Inc. or approved alternative.

Building Requirements:

Style - Self Framing 4:12 slope gable

Width - 4.0m

Length - 4.0m

Height - 3.3m

Roof Panel - 22 ga. Prepainted 75-500

Roof Liner - 24 ga. Prepainted steel

Roof Insulation - R-20 Fiberglass

Vapor Barrier - 6 Mill poly

Wall Panel - 22 ga. Prepainted 75-500

Wall Liner - 24 ga. Prepainted steel

Wall Insulation - R-20 Fiberglass

Vapor Barrier - 6 Mill poly

Building Accessories:

- 1 - 6' x 7' Door c/w weatherstripping, threshold, check chain, lock, 20 Ga. Insulated leaf, 16 Ga. Frame c/w head and foot pin for inactive leaf
 - 1 - Panic Hardware Von Duprin 44 TP
 - 1 - hydraulic closure
 - All doors finish painted
- 1 10kW Electric heater
- 1 ET - 12-1 Exhaust fan general purpose
- 1 18' X 18" manual adjusting louver
- 1 thermostat
- 1 Weather hood for exhaust fan
- 1 Fire extinguisher, mounted

General Notes:

- Alberta P.Eng. Stamped shop drawings are to be submitted to the Engineer prior to fabrication.
- Coordination of location of all items is to be reviewed with the building supplier in accordance with the drawings prior to shop drawing submission.
- The Contractor is required to supply install any equipment, materials, etc. as specified or shown on the drawings that is not supplied or installed by the building supplier.
- Building is to be anchored to the concrete foundation.

1.17 FLUSHING PUMP AND FLOTATION RING PACKAGE

- .1 Flushing Pump and flotation ring package shall include supply and installation of the flushing pump and flotation ring package, stainless steel wires, pump support anchors and all other items required to install the flushing pump.
- .2 Payment for this item will be on a percentage complete basis to a maximum of 70% prior to complete commissioning and operation of the flushing pump and controls.

1.18 HDPE FLUSHING PIPE

- .1 HDPE flushing pipe shall include supply and installation of 50mm dia. HDPE DR11 flushing pipe from flushing pump to septage building package including trenching c/w screened rock bedding, drilling under lagoon berm as required, connections, lagoon berm and liner repair and sealing, yard hydrant, all bends, tees, fittings, pressure testing to 150 psi, and all other work to complete the installation of the flushing pipe.
- .2 Payment for this item will be on a percentage complete basis to a maximum of 70% prior to complete commissioning and operation of the flushing piping.

1.19 DISPOSAL OF MATERIAL

- .1 Unless otherwise specified, the Contractor is responsible to locate a suitable disposal site for all items to be disposed of.

1.20 SITE RESTORATION (INCIDENTAL)

- .1 Upon completion of work, remove debris, trim surfaces, and leave work site clean.
- .2 Re-instate all disturbed to conditions that existed prior to commencement of work.

END OF SECTION

SCHEDULE "B"

Depreciation Framework

Depreciation for the Aeration Upgrades at the RMH Lagoon

AERATION UPGRADES						
Item	Unit	Initial Cost	Salvage Value	Depreciable Cost	Design Life (yrs)	Depreciation/Year
Blowers	3	\$450,000.00	0	\$450,000.00	15	\$30,000.00
Diffusers	1880	\$49,000.00	0	\$49,000.00	5	\$9,800.00
Civil (Aeration Pipe) and Accessory	L.S.	\$585,000.00	0	\$585,000.00	40	\$14,625.00
Total		\$1,084,000.00				

Depreciation for the Septage Receiving Station Upgrades at the RMH Lagoon

SEPTAGE RECEIVING STATION UPGRADES						
Item	Unit	Initial Cost	Salvage Value	Depreciable Cost	Design Life (yrs)	Depreciation/Year
Mechanical	L.S.	\$167,000.00	0	\$167,000.00	15	\$11,133.33
Building and Civil	L.S.	\$410,000.00	0	\$410,000.00	40	\$10,250.00
Septage Cell Dewatering/Dredging	L.S.	\$65,000.00	0	\$65,000.00	5	\$13,000.00
Electrical	L.S.	\$143,000.00	0	\$143,000.00	25	\$5,720.00
Total		\$785,000.00				

TOWN OF ROCKY MOUNTAIN HOUSE



Lagoon Summary Report

June 2019 Report

The Town respectfully submits this lagoon summary report in accordance to the agreement dated October 15th, 2013.

Section 11 – Reporting

Article 11.1 *The Town will provide to the County a summary report of the Lagoon operations, compliance, usage and capacity on a quarterly basis in the months of March, June, September, and December.*

Operations.

Lagoon operations are normal and the Town continues to introduce air via submersed diffusers throughout the cells from large volume low pressure aeration blowers.

Compliance

The lagoon is operating in compliance with the Alberta Environment Approval. The Town is working with Environment Canada to meet the higher effluent expectations under the Federal Wastewater Systems Effluent Regulation to ensure the Town meets or exceeds the highest environmental practices.

Usage

The volumes in the reporting period are:

Influent flows

March - 72819 m³

April - 68959 m³

May - 86919 m³

Septage Receiving Station

March – 1353.4 m³

April – 1292.9 m³

May – 1588.5 m³

Capacity

The lagoon is a continuous discharge system with aerators and diffusers currently providing sufficient oxygen and mixing power to treat the influents from the Town Clearwater County now and the foreseeable future. The Town has submitted the Wastewater Upgrade Options report dated April 23, 2018 to the County. Further the Town has commenced the Lagoon Desludging program to assist in improving the wastewater treatment process which is summarized as follows:

Item	Description	Amount
1	Additional Sampling and Land Application Investigation for Cell #1	\$5,000.00
2	Desludging (Land Application)	\$950,000.00
3	Additional OPTAER fine bubble laterals	\$260,000.00
4	Blower Block Addition and Repair Kit	\$50,000.00
	SUBTOTAL	\$1,265,000.00
	TOTAL CONTINGENCY (15%)	\$189,750.00
	TOTAL ENGINEERING	\$174,570.00
	GRAND TOTAL	\$1,629,400.00

Article 11.2 *“The Town, on an annual basis, will report to the County on the status of the Lagoon Reserve Fund.”*

The reserve fund for Water & Wastewater Infrastructure Reserve was \$879, 180 at the end of 2017. 2018 is currently being processed and reconciled. As a result when the 2018 numbers are closed they will be provided in the next quarterly report.

Article 11.3 *“The Town will provide to the County any notice of non-compliance issued by Alberta Environment or any other regulatory body, as applicable, with 48 hours of receipt of the notice.”*

The Town has not received any notices of non-compliance.



TOWN OF ROCKY MOUNTAIN HOUSE

P.O. BOX 1509 5116 50 AVENUE ROCKY MOUNTAIN HOUSE, AB T4T 1B2

May 1, 2019

Clearwater County
 Reeve and Council
 Box 550
 Rocky Mountain House, AB T4T 1A4

Dear Reeve Duncan:

Re: Town of Rocky Mountain House Lagoon Desludging Cost Sharing Request

As a follow up to our Senior Management Team’s (Dean Krause & Marco Schoeninger) presentation to you and your fellow councillors on March 26, 2019, I submit this letter on behalf of our Council requesting consideration for the County’s financial participation in accordance to sections 8.1 and 8.2 of our agreement. The project is the desludging of the lagoon to improve performance to continue to meet provincial and federal wastewater treatment and discharge standards.

Initially, it was sought that the aeration system improvements installed back in 2013 may not have fully met the requirements, however, after reviewing the BODs and TSS loadings of today, that simply is not the case. Having shared the aforementioned, the project is summarized as follows:

Table 5.1: Capital Cost		
Item	Description	Amount
1	Additional Sampling and Land Application Investigation for Cell #1	\$5,000.00
2	Desludging (Land Application)	\$950,000.00
3	Additional OPTAER fine bubble laterals	\$260,000.00
4	Blower Block Addition and Repair Kit	\$50,000.00
	SUBTOTAL	\$1,265,000.00
	TOTAL CONTINGENCY (15%)	\$189,750.00
	TOTAL ENGINEERING	\$174,570.00
	GRAND TOTAL	\$1,629,400.00

Based on our existing intermunicipal Lagoon Agreement and the impact of septage hauling from Clearwater County (based on BOD and TSS loading, not hydraulic volumes), we are requesting



consideration of a contribution in the order of 20% of the total project estimated at \$1,630,000.

The project in question is scheduled to unfold as follows:

Lagoon Desludging

- Data Collection and Review May 13, 2019
- Additional Testing of Cell 1 Sludge May 21 to June 3, 2019
- Submission of 90% Tender Package June 3 to June 7, 2019
- Completion of Tender Package June 10, 2019
- Tendering June 11 to July 9, 2019
- Lagoon Desludging September 15 to October 31, 2019

Aeration Upgrades

- Data Collection and Review May 13, 2019
- Revise flows and influent and effluent quality characterization May 21 to June 3, 2019
- Submission of 90% RFQ Package June 3 to June 7, 2019
- Completion of RFQ Package June 10, 2019
- Pricing June 11 to July 9, 2019
- Construction October 31 to November 30, 2019

In keeping with our intermunicipal collaborative interests and Lagoon agreement, I trust this letter, the March 26, 2019 presentation to council combined with the detailed reports provided to your senior administrative team will support your kind consideration to our request.

Please do not hesitate to call me at 403-845-2866 or 403-846-8129 if you wish to discuss the matter further.

Yours truly,

Tammy Burke, Mayor Town of Rocky Mountain House

cc.
Town Council
Dean Krause, CAO
Marco Schoeninger, Director of Engineering and Operations





June 6, 2019

Mayor Tammy Burke
Town of Rocky Mountain House
5116 50th Avenue
Box 1509
Rocky Mountain House, AB
T4T 1B2

RE: Lagoon Project Delegation Request

Clearwater County has received your funding request with regards to desludging and diffuser upgrades to the Town of Rocky Mountain House's lagoon commencing this spring and summer. County Administration intends to meet with Town Administration to clarify details of this request and convey those to Council. It is anticipated that we will consider this with an agenda item at an upcoming regular meeting of Council on July 9, 2019.

Respectfully, I would ask that the Public Works Director, Town of Rocky Mountain House, and/or CAO appear as a delegation to Clearwater County Council for this agenda item to respond to any questions that may arise. Given that planning and initial evaluations for the work have already begun we feel this would expedite our decision on this important item.

Please confirm your availability by Friday June 14, 2019 with a preferred time for the morning on Tuesday July 9, 2019 from 9:00 am – 12:00 pm.

Council looks forward to working together for the common goal of serving our joint community.

Sincerely,






A handwritten signature in blue ink that reads "Jim Duncan".

Jim Duncan
Reeve, Clearwater County

cc: Clearwater County Council;
Town of Rocky Mountain House Council;
Marco Schoeninger, Director of Engineering & Operations, Town of Rocky Mountain House.



REQUEST FOR DECISION

SUBJECT: Condor Lagoon Upgrades – Budget Adjustment		
PRESENTATION DATE: July 9 th , 2019		
DEPARTMENT: Public Works	WRITTEN BY: Devin Drozdz, Civil Engineering Intern	REVIEWED BY: Kurt Magnus, Director of Public Works Operations; Murray Hagan, Director of Corporate Services; Rick Emmons, CAO
BUDGET CONSIDERATIONS: <input type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input checked="" type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/>  Economic Prosperity	<input type="checkbox"/>  Governance Leadership	<input checked="" type="checkbox"/>  Fiscal Responsibilities
<input type="checkbox"/>  Environmental Stewardship	<input checked="" type="checkbox"/>  Community Social Growth	
ATTACHMENT(S): N/A		

STAFF RECOMMENDATION:

That Council approve the adjustment to the 2019 Capital Budget as follows: reallocating \$474,089.14 from the Sewer Reserve to the Condor Lagoon Upgrades capital project.

BACKGROUND:

To meet both Alberta Environment and Parks (AEP) current wastewater regulatory requirements and accommodate the increase in population of Condor, due to the planned school expansion, Clearwater County must facilitate the upgrading of Condor's wastewater lagoon. Work will include desludging the existing storage cell, expanding and relining the current cell, and, the construction of a facultative cell.

A total of \$1,861,000 (engineering and construction) was approved in the 2019 capital budget for this project. The tender for this project closed on June 13th. As a result, the cost to desludge came in at \$366,677.14 and construction at \$1,771,412.00. Including engineering at \$197,000.00, the total project cost is \$2,335,089.14. This is a difference of \$474,089.14

A successful grant, from the Alberta Municipal Water/Wastewater Fund (AMWWP), will compensate for 75% of the project’s cost, or up to \$1,395,000. Half of the grant funding, to the amount of \$697,500, is paid out at the commencement of the project, with the rest coming at the end of the project. At that point, once all invoices are compiled and sent in for review, Alberta Transportation’s Grants Division will determine whether the overages of the new project cost will correspond with an increase of funding.

If, at the end of the project, Alberta Transportation’s Grants Division does decide to increase the amount of funding to correspond with the new project cost (at 75%), then the amount of grant funding will increase by \$356,316.86 from \$1,395,000 to \$1,751,316.86. This would mean that only \$117,772.28 of the \$474,089.14 of the reallocated budget would have to be spent.

Even if a grant amount increase was approved at the end of the project, an amount of \$474,089.14 will still have to be added to the Condor Lagoon Upgrades capital project to allow for the increased project cost. This will allow the County’s budget to be accurate and balance with what Administration is permitted to spend.

The below table summarizes all the existing and future money paths and options that the funding may take:

	Project Cost	AMWWP Grant Payment	County Payment	Reallocated Amount Spent
Original Budgeted Plan	\$1 861 000.00	\$1 395 000.00	\$466 000.00	\$0.00
New Project Cost w/o Increased Funding	\$2 335 089.14	\$1 395 000.00	\$940 089.14	\$474 089.14
New Project Cost w/ Increased Funding	\$2 335 089.14	\$1 751 316.86	\$583 772.28	\$117 772.28

In summary, at this juncture, \$474,089.14 will have to be reallocated from the Sewer Reserve to the Condor Lagoon Upgrades capital project. However, depending on the granting of additional funding, as little as \$117,772.28 may be used.



REQUEST FOR DECISION

SUBJECT: The Village of Caroline's Waste to Energy (W2E) Project		
PRESENTATION DATE: July 9 th , 2019		
DEPARTMENT: Public Works	WRITTEN BY: Devin Drozdz, Civil Engineering Intern	REVIEWED BY: Kurt Magnus, Director of Public Works Operations; Rick Emmons, CAO
BUDGET CONSIDERATIONS: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/> Economic Prosperity	<input checked="" type="checkbox"/> Governance Leadership	<input type="checkbox"/> Fiscal Responsibilities
<input type="checkbox"/> Environmental Stewardship	<input type="checkbox"/> Community Social Growth	
ATTACHMENT(S):		
1.) Briefing for Elected Officials: Effective Responses to Emerging Waste Management Technology Proposals, SWANA		
2.) Emerging Waste Management Technology Project Development Checklist, SWANA		
3.) Rocky Mountain Regional Solid Waste Authority Agreement 2001		

STAFF RECOMMENDATION:
That Council direct administration to draft a letter supporting the Village of Caroline's initiative and autonomy regarding the Village of Caroline's proposed feasibility study for the Waste to Energy (W2E) Project.

BACKGROUND:

On the June 25th, 2019, Clearwater County Council meeting, the Mayor of Caroline, John Rimmer, presented a new, potential, 'Waste to Energy' (W2E) project for the Village. Caroline's previous aspirations of using the technology of *Fogdog Energy* did not materialize, and, as such, this presentation served to introduce a new scope and new objective(s) for Caroline's waste management scheme.

In Mayor Rimmer's presentation, Clearwater County was listed as a potential beneficiary/supporter of Caroline's W2E project. Mayor Rimmer inquired to see if Clearwater County would be interested in Caroline moving forward in putting together a feasibility study of a W2E project for Caroline.

With any new technology, proper research and understanding must be considered in order to ensure that interests are properly protected. The attached briefing, from the *'Solid Waste Association of North America'* (SWANA), outlines a checklist of what elected officials should consider before “diving headfirst” into emerging technology. Some of their points include:

- Describing the technology and its process,
- Describing the type and amount of waste typically needed or not needed for the new technology,
- Determining if any pre-processing or modification would need to be done to the existing waste material,
- Describe any outputs and/or by-products of the process,
- Identify the footprint and logistics needed to house the technology and to have it interact smoothly with the existing waste collection scheme,
- Define capital and operational costs and responsibilities to set up and run this technology,
- Identify whether any permits must be procured and/or regulations that must be followed in the set up and operation of this technology,
- Have the company provide reference projects of where this technology is already in use,
- Complete thorough independent research on the company and its technology to not get led down a biased path.

In Mayor Rimmer’s presentation, a specific technology or company was not mentioned. In the development of Caroline’s W2E project(s), companies will be reaching out to Caroline and advertising their technology.

Also, as a reminder to Council, Caroline’s W2E project initiative may compromise the current existing 2001 Rocky Mountain Regional Solid Waste Authority Agreement. Even though they are a separate municipality and are free to conduct research (i.e.: in the same manner as is now being done by the Town of Rocky Mountain House’s *'Sonnevera Waste Reduction Strategy'* study), as per the attached 2001 Agreement, specifically point 9, **“The Authority shall seek the advice and comment of the Parties on budgets and major policy or program changes.”**

As such, given the above information, administration respectfully asks Council to provide direction regarding the proposed feasibility study for the Village of Caroline’s Waste to Energy (W2E) Project.



Briefing for Elected Officials

Effective Responses to Emerging Waste Management Technology Proposals

As an Elected Official, we know it is important to you that decisions made on behalf of your taxpayers improve the reputation and sustainability of your community. That is why the Solid Waste Association of North America (SWANA) and the National Waste & Recycling Association (NWRA) wrote this brief on responding to unsolicited proposals to implement facilities based on emerging or locally unfamiliar waste-related technologies. Our goal is to provide you with a process and to recommend resources to help you make an informed decision that will create a win for you, the voters, and your community.

SWANA and NWRA support the development of new facilities and new technologies for managing municipal solid waste, especially when those technologies return a resource. These efforts offer the potential for increased waste diversion, revenue and jobs. However, the implementation of such projects is complex and can also be risky. By leveraging the lessons learned from both successful and unsuccessful projects across North America, we hope to help you respond to unexpected or unsolicited opportunities in ways that minimize the potential for a failed project and/or negative press.

Read below for the first, easy steps you can take to protect your interests and where you can go for more help.

Starting with an understanding of the technology being proposed is appropriate and will set parameters around this guidance.

Your community is already familiar with many practices and technologies currently used to manage solid waste - everything from recycling to composting to landfilling. The depth of experience in your area and across North America makes these tried and true systems appealing in many ways. Even when you are familiar with a proposed waste-related technology, project development, siting, permitting and implementation remain complex and will require you to be diligent in reviewing unexpected or unsolicited proposals for the elements of a solid business relationship.

New technologies or new applications of long-existing technologies for managing portions of the solid waste stream are being developed all the time. These technologies, which we sometimes call “emerging” because they don’t yet have the same level of North American experience behind them, are seeking ways to use solid waste as a feedstock to create useful outputs like energy, fuels, chemical, and building products. You may hear some of these processes called “conversion technologies” because they seek to convert portions of the waste stream into useful products through thermal, chemical, mechanical and/or biological processes.

Among the processing systems receiving heightened attention in the industry are anaerobic digestion, mixed waste processing, transesterification, gasification, and pyrolysis with outputs like syngas (synthesis gas), Renewable Natural Gas (RNG), biochar, and a variety of liquid fuels such as ethanol and biodiesel. Regardless of familiarity, these production processes – like other approaches to managing solid waste – are complex and require a large capital investment. As the systems become complex, they may also need increasingly specific inputs and require the development of new markets to provide the projected economic returns.

NWRA and SWANA support the development of technologies, consistent with the US EPA Waste Management Hierarchy and similar requirements in other countries, intended to minimize the final disposal of solid waste. Many of the technologies cited above advance that goal and offer environmental and economic opportunities for your community. However, the accompanying risk should not be disregarded. Because solid waste is regulated and because some technologies are not widely used in the United States and Canada, it is important to ask thoughtful questions and to complete a thorough evaluation of the proposed business deal and processing systems. Following the due diligence steps outlined in this document and the accompanying checklist will help you identify and understand the associated risks and challenges.

Initial steps to consider when presented with an unsolicited proposal or an unfamiliar waste management technology:

1. Require the company or developer to provide reference projects for the proposed technology that process municipal solid waste at a commercial scale in a similar environment. Scale is important in identifying a technology that will operate with the consistent throughput necessary to handle the amount of waste provided by a city or county. References with feedstocks other than municipal solid waste and projects in other countries may be less valid because of variations in waste characterization and regulatory requirements. For example, although Europe is using more waste conversion technologies, their permitting and air emissions requirements differ from those in North America, which makes seemingly similar projects have different levels of viability. Please refer to the attached checklist for further questions.
2. Direct the company or developer offering the unsolicited proposal to meet with your solid waste agency or contracted waste service provider. If necessary organize a meeting between the solid waste agency and the company or developer. The agency/vendor will be able to exchange insights about local conditions, the proposed systems, and provide value in project conversations.

3. Ask the company or developer about their interactions with regulatory agencies and their understanding of the approval/permitting requirements for the proposed technology. Ask if they will assume the permitting and regulatory risks as part of their role in project development. Have municipal, waste agency, and regulatory representatives offer similar feedback on approval/permitting requirements. Be skeptical of claims of accelerated timeframes or simplified approval processes. In general, solid waste processing technologies – especially those that are unfamiliar to regulators or considered emerging -- make it more likely for an approval process to be extended rather than shortened.

4. Perform an online search on the company name, the names of the principals, and the technology. Elected Officials should request the solid waste agency perform research as well. This will result in one of three outcomes:

- The company or developer will have a history of successful projects and relationships with the proposed technology solution. With new and emerging technologies, it is obviously difficult to have a long history of success.
- There is very little information, which typically indicates that the company is new and your municipality will be on the leading edge of an emerging technology; or,
- The company or developer may be identified in conjunction with one or more projects with a seemingly questionable track record. Experiences of previous projects and partners in developing those projects provide good indications about issues to be addressed, and may be a sign to proceed with caution.

5. If the company or developer is promising revenue and new jobs for your municipality, it is well worth the cost to hire an independent consultant to evaluate the proposed technology, the financial pro formas and review the underlying assumptions related to feedstocks. Waste processing technologies are at various levels of technical maturity and municipalities should understand and be comfortable with their level of financial exposure to the underlying risks. In particular, the questions and risks may be heightened with first or second-of-a-kind implementations in North America. Here too, your solid waste agency/vendor can help with the evaluation.

There are several recent examples of municipalities that have accepted risk and/or issued bonds for waste processing projects that later failed. Their experiences offer useful insights.

Montgomery, Alabama IREP MRF

<http://www.montgomeryadvertiser.com/story/news/local/community/2016/07/20/cost-doing-business-irep/87348250/>

Ottawa, Ontario - Plasma Gasification

<http://ottawacitizen.com/news/local-news/plasco-energy-group-files-for-creditor-protection>

Glendale, Arizona - Gasification

<http://www.azcentral.com/story/news/local/glendale/2015/09/18/glendale-million-trash-war-energy-firm/72398882/>

6. Experiences from other cities have shown that waste processing projects require significant support and resources from various divisions within the municipality. As an example, the City of Houston's One-Bin-For-All program took three years of analysis and evaluations and, as of early 2017, has not yet moved forward. It is important to determine whether your municipality has the sustained financial resources, technology expertise, political will and community support to move forward with a new waste processing project.

Houston OBFA –

<https://www.houstonpublicmedia.org/articles/news/2016/01/18/134410/what-happened-to-houstons-one-bin-for-all-program/>

Summary

Whenever and wherever management of solid waste is proposed, there are likely to be concerns and objections. If opposition develops, it may be very local (objecting to siting facilities very near a community is called Not In My Backyard or NIMBY) or for a variety of other reasons. With an unsolicited proposal or the use of new or less established technology, these objections may be even greater as the public may lack trust in some essential aspect of project development, including the vendors, the regulations or the proposed technology itself.

Therefore, we again encourage you as an Elected Official to conduct the due diligence necessary to fully establish the feasibility and suitability of a waste-related proposal for your community. Understand the challenges that face your municipality or county as you move through the approval and implementation process. Asking the right initial questions when a project is proposed is a critical first step.

Case studies and other information as of 2016:

1. Portland Metro - <http://www.oregonmetro.gov/sites/default/files/Phase%203%20Final%20Report%20March%202015.pdf>
2. LA County – http://ladpw.org/epd/tf/conv_tech.cfm
3. NYC EDC/DOS – http://www.nyc.gov/html/dsny/downloads/pdf/swmp_implement/otherinit/wmtech/phase2.pdf
4. King County, WA – <http://your.kingcounty.gov/solidwaste/about/planning/documents-planning.asp>
5. City/County of Santa Barbara, CA – <http://www.conversiontechnologystudy.com>
6. CalRecycle – <http://www.calrecycle.ca.gov/Organics/Conversion>
7. Global Alliance for Incinerator Alternatives – <http://www.no-burn.org/article.php?id=731>
8. Waste to Energy Article (GBB Waste Advantage Magazine): http://www.gbbinc.com/media_publications/WasteAdvantage-Dec2010-Gershman.pdf

Emerging Waste Management Technology Project Development Checklist

To assist your evaluation of opportunities to utilize emerging waste management technologies or to use existing technologies in new applications as part of your overall environmental services offering, here are a set of questions to consider. We recommend sharing this with your public works department, any other agency responsible for solid waste management and any third party solid waste experts you engage.

1) Technology – describe the technology and what it is designed to do.

- a) What is it?
 - i) Is this a “proven technology”? (i.e. has it been in commercial operation for minimum of two years using typical municipal waste and no regulatory issues with emissions)
 - ii) Where has the system been in operation?
- b) What are the benefits?
 - i) Energy production, waste diversion?
 - ii) Is the process designed to generate excess energy or does it require a net energy input?

2) Feedstock – describe the type of material and amount needed (MSW, C&D etc.). As the project becomes developed, more detailed questions should include the following:

- a) What are the specifications for incoming material to be processed (feedstock) a) At a minimum, preprocessed specifications should establish:
 - i) Moisture levels
 - ii) Particle size
 - iii) Physical and chemical contamination limits
 - iv) Prohibitives.
- b) What is considered unacceptable?
- c) How will upstream supply changes (ex: flexible packaging, bottle light-weighting), waste industry changes (ex: Organics diversion, other process technology implementations), demographic changes (population up/down, average age, recycling habits, etc.) impact the long-term availability of the desired feedstock?
- d) Do you have any existing long-term waste supply agreements in place?
- e) Are there any local regulations that restrict the ability of the community to commit the necessary waste quantities or qualifying feedstock? (i.e. Flow Control)

3) Preprocessing – describe modifications needs to incoming waste material.

- a) What preprocessing is required? Describe the preprocessing required from the point of the waste disposal to entry into the main conversion process.

- b) For the required preprocessing, what is the estimated operations and maintenance cost, including but not limited to power, labor, media replacements, overhauls, etc.
- c) What is the staffing level and plan?
- d) Who will be responsible for preprocessing and how are they incentivized to produce the quantity and quality of preprocessed input material the process requires?
- e) What are typical contaminants in the feed?
- f) How will the preprocessing system account for the low quantity of “other” items whose characteristics may impede operations of proposed Waste Conversion processes (engine blocks, bowling balls, VHS tapes, ropes, CFL lightbulbs, household hazardous waste etc.)
- g) Will the preprocessing stages be operating at full-scale prior to bringing the conversion process online?
- h) Are there alternate markets to which the preprocessing material can be marketed to in the event that the regular process is delayed?

4) Process – describe the process.

- a) Please provide:
 - i) Process Flow Diagram
 - ii) Mass Balance (basis clearly defined: dry/wet, raw/preprocessed)
 - iii) Energy Balance – describe anticipated energy use and energy production
 - iv) Air emissions, describe the anticipated volume of emissions and the anticipated quality
 - v) Water balance - for water discharges describe the nature of the discharge in terms of biological and chemical characteristics
- b) For the process, what is the estimated operations and maintenance cost, including but not limited to power, labor, parts, maintenance, media replacements, overhauls, etc?
- c) What is the staffing level and plan?
- d) Technology readiness/ reference projects: Are they running on comparable feedstocks under comparable market conditions? This is particularly important if all the reference projects are located outside of the US and Canada
- e) Technology guarantee – is solid and from credit-worthy entity?
- f) Given that feedstock availability, technology and markets evolve over time, how would the selection of the process fit in this evolving landscape? In other words, why should one select the process now rather than wait for alternative and improved processes that may (or may not) be developed in the future?
- g) How does the process mitigate odors?
- h) What differentiates the process from other processes in the same space?
- i) Is there a facility similar to the one proposed in commercial-scale operation in North America? Please provide contacts and describe relationships.

5) Outputs – Describe the products and by-products that result from the process.

- a) Is there currently an outlet market for selling the product produced? If the markets do not yet exist, who is responsible for establishing them? What is the impact to the project if the markets do not materialize?
- b) Describe the markets for products. What prices can be anticipated over the life of project? What evidence can be provided to support the proposed product value?
- c) Does the process produce any byproducts requiring disposal? Are or could any be considered hazardous waste?
- d) Who will be responsible for disposing of non-processible waste and/or non-salable products?
- e) Will the vendor guarantee recovery rates for the processed waste?
- f) What and how much are the air and water emissions of concern?
- g) What products are produced and is the project reliant on revenue from their sale to cover all or a portion of the operating and capital expenses? To what extent?
- h) Is there an existing market for the product(s)?
- i) What byproducts and waste streams will the operation generate? How, if at all, will they be handled in our area?

6) Project – Describe the location, land area and impacts on the waste stream and movement of materials.

- a) Where will the project be located? Has property been acquired or are there existing land leases in place?
- b) How much area is required for the project and all related support operations and traffic?
- c) Who is responsible for acquiring the property, the approvals to use it, and for the costs of site selection and development?
- d) What is the backup plan for the waste supply if the project gets delayed, cannot process the amount of material expected or the project fails?
- e) What role does this project play in the longer-term goals (recycling rate, diversion rate, GHG reduction, etc.)?
- f) Has the impact to other municipal/other government assets as a result of the selected Conversion Technology been fully evaluated? (i.e. Refuse collection fleet, Municipally-owned WWTP for co-digestion, etc.)
- g) Have current opportunities to improve the existing system (i.e. SS Recycling vs MWPF) been maximized?

7) Financial – Describe capital and operational costs and responsibilities and term assumed for the project.

- a) Capital Expenditures:
 - i) What are the estimated capital costs associated with the project?
 - ii) How much contingency is on the project, including all preprocessing steps?

- iii) What are the additional development needs and expenses of the project such as new or improved roads and additional utility or wastewater services? Are they factored into the project capital costs? If not, who will be responsible?
- b) Revenue sources; fraction fixed vs variable?
- c) What is the minimum annual tonnage of the desired on-spec feedstock required to build the facility? To keep a fully-construction facility running?
- d) Who will invest (debt and equity) in the project, including project development expenses?
- e) Role of State/Federal Environmental Attributes, Grants, low-cost loans, etc.?
- f) What taxes/fees will the project be subject to (Host fees, Environmental Fees, Landfill Taxes, etc.)?
- g) Commodity prices – what exposure do you and the project partners have to changes in commodity prices?
- h) Does project account for a realistic construction and startup time that may stretch over several years?
- i) Has there been an objective analysis done (eg., switching to CNG trucks regardless whether an AD+CNG fueling station is constructed)?
- j) Does the financial analysis include the impact on both waste collections and waste processing?
- k) What resources are needed from our agency/municipality and from other local partners to make the effort successful? What portion of the total funding and feedstock are required do we represent?
- l) What are the region's tip fees?

8) Regulatory – describe the permits required to move forward with the project.

- a) What are the regulatory requirements for the project/technology?
- b) What permits are required, what is the timeline, cost and likelihood to get them?
- c) Are there any Environmental Justice concerns associated with the project?
- d) Does the project align with likely future regulations (ex: micro-contaminants in compost)?
- e) Have state and federal regulatory requirements been evaluated for this project in this location? Provide a synopsis.
- f) What state agencies have jurisdiction? Have they been contacted? If so, please provide the name(s), titles, and contact information of the individuals and a synopsis of the interaction.
- g) Do the current regulations allow this technology? Or will they need to be changed?

Copy

This Agreement made in Triplicate this 20th day of June, A.D., 2001

BETWEEN:

CLEARWATER COUNTY
in the Province of Alberta
(Hereinafter referred to as "the County");

OF THE FIRST PART

And,

THE TOWN OF ROCKY MOUNTAIN HOUSE
(Hereinafter referred to as "the Town");

OF THE SECOND PART

And,

THE VILLAGE OF CAROLINE
(Hereinafter referred to as "the Village");

OF THE THIRD PART.

WHEREAS the County and the Town have established a Regional Solid Waste Authority to provide, manage, operate and administer a Solid Waste Service for the benefit of the Parties; and,

WHEREAS the County and the Town wish to confirm their respective obligations to the continued delivery of Regional Solid Waste Authority Services to their residents; and,

WHEREAS the Village wishes to participate as a partner with the County and the Town in the provision of Regional Solid Waste Authority Services;

AND WHEREAS the County, the Town and the Village wish to establish a joint committee comprised of all the Parties to this agreement to direct the affairs of a Regional Solid Waste Authority;

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NOW THEREFORE the Parties in consideration of the mutual terms, promises, covenants and conditions set out below, agree as follows:

1. In this Agreement:
 - (a) "Authority" means 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.
 - (b) "Service Area" means the area located within the boundaries of the Town, the Village and the County.
2. The County, the Town and the Village hereby establish a joint committee to function and operate under the name and style of The Rocky Mountain Regional Solid Waste Authority.
3. The purpose of the Authority is to operate the Regional Solid Waste Service for the benefit of the Service Area by providing the following services:
 - (a) Operate and maintain a solid waste landfill;
 - (b) Operate and maintain solid waste transfer stations in such locations and in such numbers as the Authority deems necessary;
 - (c) Transport solid waste from the transfer stations to the solid waste landfill;
 - (d) Establish, operate and maintain such other services as are incidental to the operation of the Regional Solid Waste Service.
4. The Authority shall have the following rights, powers and obligations subject to any limitations expressed in this Agreement:
 - (a) To apply for and obtain such grants and subsidies as may be available for the establishment and operation of a Regional Solid Waste Service and to use any such funds obtained for the purposes of carrying out the objects of this Agreement.
 - (b) To construct, maintain, operate, administer and manage the Regional Solid Waste Service in accordance with Provincial environmental legislation and municipal by-law.
 - (c) To enter into such Agreements as are necessary to obtain grants and subsidies.

- (d) To acquire interests in land as may be necessary for the operation of the Regional Solid Waste Service.
 - (e) To enter into Agreements with other persons for the provision of any services necessary to construct, maintain, operate, administer and manage the Regional Solid Waste Service.
 - (f) To make arrangements with the Town, the County and the Village to provide certain administrative services for the Authority.
 - (g) To charge such fees and costs to the County, the Town and the Village as may be authorized by the terms of this Agreement.
 - (h) To accept solid wastes in accordance with permits and licenses issued by the Provincial Government and to charge user fees as deemed appropriate by the Authority.
 - (i) To exercise such other powers, duties and functions as may be expressly delegated by the County, the Town and the Village to the Authority.
5. All actions taken by the Authority in accordance with the terms of this Agreement shall be binding on the County, the Town and the Village.
6. The County, the Town and the Village, to enable the Authority to provide the services required under this Agreement, will annually pay to the Authority a requisition which shall be calculated by totaling the costs and subtracting revenues as identified below:
- a) The costs associated with the operation, maintenance and upgrade of transfer stations and the hauling of solid waste from the transfer stations to the landfill;
 - b) The costs associated with the establishment, operation, maintenance and upgrade of the landfill;
 - c) The costs associated with any administrative, legal, audit, management or committee activities;
 - d) The costs associated with any incidental program or service that is provided to the Parties;
 - e) All revenues received by the Authority less those revenues that are directed to reserve accounts held by the Authority for future needs.

7. Each Party shall pay a share of the requisition based on the following formula and conditions:
 - a) The requisition as determined in paragraph 6, divided by the total combined population of the Parties, multiplied by the population of a Party equals a Party's share of the requisition;
 - b) The Authority shall advise the Parties of estimated requisition prior to the last day of October prior to the year the requisition will be levied against the Parties;
 - c) Each Party shall approve the estimated requisition as provided by the Authority and advise the Authority of doing so. In the event a Party does not approve the estimated requisition a joint meeting of the elected Councils of each Party shall be called by the Chair of the Authority to establish a requisition that is acceptable to all Parties.
8. The Authority shall invoice the Town, the County and the Village for each Party's share of the requisition and the Parties agree to pay such invoice within a period of 30 days.
9. The Authority shall seek the advice and comment of the Parties on budgets and major policy or program changes.
10. The Authority shall maintain records of its operation in such detail as may be requested by the Parties. The Authority annually shall have a review of its books carried out and shall submit a statement to the Parties in a manner and form as determined by the Parties.
11. The membership of the Authority will be as follows:
 - (a) Three (3) members appointed by the County;
 - (b) Two (2) members appointed by the Town;
 - (c) One (1) member appointed by the Village.

12. The Parties will, at their annual organizational meetings, appoint members to the Authority and advise the Authority of doing so in writing. In the event of vacancies occurring in membership, each Party will as required forthwith appoint replacement members and advise the Authority of doing so in writing. The Parties may appoint alternates to represent the Party at Authority meetings during a temporary absence of an appointed member.
13. The Authority members shall receive honorarium and expense payments in accordance with relative policies adopted by the County. All such costs shall be allocated to the Authority accounts.
14. The Authority shall, annually at its first meeting after each Party has held its organizational meeting, elect a chair and a vice-chair from amongst its members.
15. The following rules shall apply to the Authority in the conduct of its business and affairs:
 - (a) The presiding chair of a meeting shall have the same right of voting as the other members of the Authority.
 - (b) No business shall be transacted at any meeting of the Authority unless a quorum of members is present. A quorum shall be four members, including at least one member appointed by the Town and two members appointed by the County.
 - (c) In the case of equality of votes of those members present, the chair of the meeting shall declare the vote defeated.
 - (d) The Authority shall provide for the holding of regular meetings and shall hold at least one regular meeting every three months. The chair shall have the power to call special meetings whenever he/she deems it expedient or whenever he/she is requested to do so by three or more members of the Authority. Each member shall be entitled to at least twenty-four (24) hours written notice of a special meeting. The requirement for this notice may be waived if all members are present at the special meeting.


- (e) The Authority shall appoint a Manager who shall:
- Report directly to the committee;
 - Seek direction and provide advice to the committee regarding Authority affairs;
 - Manage the affairs of the Authority effectively and efficiently in an environmentally sound manner, conforming to all policies of the Authority and all applicable by-laws, statutes and regulations as they may apply to Authority affairs;
 - Supervise and manage staff and contractors;
 - Keep minutes of the proceedings of all meetings, conduct correspondence on behalf of the Authority and send a copy of the minutes of all meetings of the Authority to each Party within seven days following the date of the meeting; and,
 - Consult with the municipal administrators of the Parties to this Agreement regarding program delivery and policy development;
 - Perform such other duties as the Authority may prescribe from time to time.
16. The Authority may enter into an agreement with any other Party wishing to make use of the Authority's facilities and the Authority will establish and collect fees associated with the provision of such use.
17. Any Party may, upon giving one year written notice to the other Parties, withdraw from this Agreement.
18. A Party that withdraws from the Agreement is not entitled to a claim on any of the assets of the Authority and shall not be entitled to a share of the assets of the Authority should a distribution occur due to the termination of this Agreement at a future date.
19. The County, the Town and the Village shall be jointly responsible for the defense of any actions, suits or claims of any kind brought against the Authority or against the County, the Town or the Village in respect of or arising out of the operations or undertakings of the Authority. In the event of a judgement, order or award of any kind being made against the Authority or the Town, the County or the Village, as a result of the operations or undertakings of the Authority, the County, the Town and the Village shall be jointly responsible for the payment of all costs associated with such award, order or judgement with each Party's share being apportioned based on the formula identified in paragraph seven (7).
20. Notwithstanding all termination provisions in this Agreement, it is understood and accepted by each Party that it cannot terminate its

obligation to share with the other Parties, costs associated with any judgement, order or award referred to in paragraph 19 if the cause of the judgement, order or award occurred wholly or in part prior to the Party terminating its participation in this Agreement.

21. Each party will purchase and maintain contractual and comprehensive liability insurance with a minimum coverage of Fifteen Million (\$15,000,000) Dollars per occurrence. Said insurance policies will cover any judgements, awards or orders of any kind against the Town, the Village or the County, resulting from property damage, body damage or personal injury claims related to the operations of the Authority.
22. The Town will purchase adequate replacement insurance for all equipment purchased and operated by the Authority and for the Authority buildings located on lands owned by the Town. The County will purchase replacement insurance for all buildings located on lands owned or leased by the County.
23. This Agreement will continue in force and effect until amended or terminated in accordance with this Agreement.
24. This Agreement may be terminated by mutual written consent of the Parties to the Agreement on the terms and conditions as deemed fair and equitable to the Parties at the time of termination.
25. This Agreement may not be assigned without the written consent of the Parties hereto.
26. This Agreement may be amended by mutual written consent of the Parties hereto.
27. This Agreement shall be binding upon and shall enure to the benefit of the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF the Parties hereto have affixed their signatures on the day and year first above written.

TOWN OF ROCKY MOUNTAIN HOUSE



Town Mayor




Town Manager

CLEARWATER COUNTY

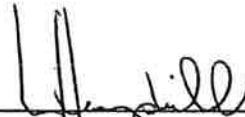


Reeve



County Manager

VILLAGE OF CAROLINE



Village Mayor



Village Administrator



REQUEST FOR DECISION

SUBJECT: Rocky Mountain Regional Solid Waste Authority Development of Cell 2		
PRESENTATION DATE: July 9 th , 2019		
DEPARTMENT: Public Works	WRITTEN BY: K. Magnus, Director, Public Works Operations; R. Serhan, Manager, Financial Services	REVIEWED BY: Rick Emmons, CAO.
BUDGET CONSIDERATIONS: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input checked="" type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth		
ATTACHMENT(S): New Building Canada Fund Small Communities Fund Conditional Grant Agreement		

STAFF RECOMMENDATION:

That Council approve the Rocky Mountain Regional Solid Waste Authority (RMRSWA) proceed with the development of cell 2 at the landfill. The corresponding 2019 budget adjustment will be to increase engineered structures expenditures by \$170,000, increase transfers from reserve by \$56,667 and increase grant revenue by \$113,333.

BACKGROUND:

As per and further to the conversation that was had, on Friday, June 14th, 2019's ICC Meeting, it was agreed upon to proceed, within 2019, and to be completed in 2020, the design and construction of Cell 2 at the Rocky Mountain Regional Landfill.

As this was not approved as part of the Rocky Mountain Regional Solid Waste Authority's (RMRSWA) 2019 budget, each of the Councils to the Town of Rocky Mountain House, the Village of Caroline and Clearwater County are required to approve

the development of Cell 2, in 2019/2020, in addition to amending the RMRSWA's 2019 Budget to accurately reflect the development of Cell 2.

Please find the attached "*New Building Canada Fund, Small Communities Fund Conditional Agreement*". This agreement recognizes "The Regional Landfill Waste Disposal Cell Construction (Project ID: TO-ROCK-01)" as an eligible approved project. ("The Grant").

The Project recipient must be responsible for the completion of the project by December 31, 2022 and all claims be submitted no later than June 30, 2023.

The grant is administered by:

Alberta Municipal Affairs - Grants and Education Property Tax Branch, Federal Grant Programs

15th Floor, 10155 -102 Street,

Edmonton, AB. T5J 4L4

As such, the administration of Clearwater County, as the managing partner, requests that the following motion be brought forward for approval.

Small Communities

Alison Spence

From: Todd Becker
Sent: November-04-15 5:03 PM
To: Alison Spence
Cc: Curran Chronik
Subject: Small Communities Grant Agreement- Waste Authority Cell Development

Ali, please scan email a copy of the Small Communities Grant agreement for the Waste Authority Cell Development to Curran, Ron, and Melissa. I had meant to provide them a hardcopy and I have not completed that yet. Thanks

Todd Becker
Chief Administrative Officer
Town of Rocky Mountain House
P.O. Box 1509
Rocky Mountain House, Alberta
T4T 1B2
Phone: (403) 845-2866
Fax: (403) 845-3230

**“An Outstanding Organization that Cooperatively
Serves the Needs of our Community”**



Town of Rocky Mountain House
www.rockymtnhouse.com

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**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

(hereinafter called "the Minister")

- and -

the **Town of Rocky Mountain House**, in the Province of Alberta

(hereinafter called "the Grant Recipient")

WHEREAS Her Majesty the Queen, in right of Canada, as represented by the President of the Queen's Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs ("Canada") and the Minister, have, under separate agreement, agreed to provide funding under the Small Communities Fund ("SCF") program for projects in smaller communities that address local priorities while contributing to national and regional objectives, and support economic growth, a clean environment and stronger communities; and

WHEREAS Canada and the Minister recognize the need to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong communities; and

WHEREAS the Minister and Canada have prioritized the **Regional Landfill Waste Disposal Cell Construction (Project ID: TO-ROCK-01)** (hereinafter called "the Project") as an eligible project under the SCF; and

WHEREAS under the Government Organization Act, RSA 2000 and the Municipal Affairs Grants Regulation (AR123/2000), the Minister is authorized to make grants and to enter into an agreement with respect to any matters relating to the payment of a grant; and

WHEREAS the Grant Recipient and the Minister are entering into a Conditional Contribution Grant Agreement (herein after called "the Agreement") governing the use and purpose of funding provided for the **Regional Landfill Waste Disposal Cell Construction (Project ID: TO-ROCK-01)** under the SCF program (hereinafter called "the Grant").

NOW THEREFORE in consideration of the mutual terms and conditions hereinafter specified, **THE PARTIES AGREE AS FOLLOWS:**

1. The preamble is incorporated as an integral part of this Agreement.
2. Unless defined elsewhere in this Agreement, capitalized words used throughout this Agreement are defined in Schedule A (Definitions).
3. The approval of the annual Grant amount for the Project will be provided annually in the Minister's Grant Funding Approval Letter.
4. The Minister shall provide the Grant for the Project in installments subject to:
 - i) Approval of the respective annual SCF funding allocations by the Alberta Legislature and the Parliament of Canada;
 - ii) the Grant Recipient having submitted, in a timely and diligent manner, a claim for Eligible Expenditures only;
 - iii) the Grant Recipient having completed reporting requirements as outlined in the Program Guidelines;
 - iv) the Grant Recipient having adhered to the communication and signage requirements as outlined in the Program Guidelines;
 - v) Canada being satisfied that its obligations under the Canadian Environmental Assessment Act, 2012 (CEAA, 2012) are met;
 - vi) the Province of Alberta being satisfied that its obligations under the relevant provincial environmental legislation are met; and
 - vii) the Grant Recipient having complied with all other terms of this Agreement and the Program Guidelines.
5. The Grant Recipient shall:
 - (i) carry out the Project as set out in the Project Application, without material alteration;
 - (ii) promptly notify and seek approval from the Minister in writing of any significant changes to the Project;
 - (iii) not use any part of the Grant to pay for work done or materials obtained before July 31, 2015;
 - (iv) comply with all communications requirements outlined in the Program Guidelines;
 - (v) be responsible for the completion of the Project by December 31, 2022;
 - (vi) be responsible for any ineligible and unapproved expenditures and cost overruns;
 - (vii) where applicable, as the manager of the Project, manage the administration of funds on behalf of the Project Participants;
 - (viii) submit claims in the prescribed format through the process outlined in the Program Guidelines no later than June 30, 2023;

- (ix) ensure that the expenditures accounted for in the submitted claims are only for costs incurred on the approved Project;
 - (x) return to the Minister all Grant funding previously paid under this Agreement should the Project be cancelled for any reason;
 - (xi) maintain a separate accounting for costs incurred on the Project and all funds paid by Alberta;
 - (xii) carry out the Project in accordance with the rules, regulations and laws governing such works and in accordance with the best general practices then current at the time of the construction of the Project;
 - (xiii) comply with all requirements of regulatory bodies having jurisdiction over the subject matter of the Project, and any procedural requirements for consultation with Aboriginal groups that are delegated to the Grant Recipient by the Province of Alberta or Canada;
 - (xiv) award and manage Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable trade agreements, and all other applicable laws;
 - (xv) adhere to all project and expenditure eligibility criteria, project credits, project tendering requirements, and other items or directions as outlined in the Program Guidelines;
 - (xvi) keep proper and accurate accounts and records in respect of the Project for at least six (6) years after completion of the Project and, upon reasonable notice, make them available to the Minister; and
 - (xvii) allow the Minister and/or the Minister's agents, including but not limited to, the Auditor General of Alberta, and representatives of the Province of Alberta reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of the Grant, and any income earned thereon, and all other relevant information and documentation requested by the Minister or Canada via the Minister or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
6. The maximum federal funding to an SCF project, from all federal sources, will not exceed one third (33.33%) of the total Eligible Expenditures for that project. Notwithstanding the foregoing, the maximum federal funding from all sources to provincially-owned Highways and Major Roads, and Public Transit projects will not exceed one-half (50%) of the total Eligible Expenditures for an SCF project.
7. Notwithstanding Clause 6, the maximum federal funding to an SCF project, from all federal sources will not exceed one quarter (25%) of the total Eligible Expenditures for an SCF project that is delivered as a public-private partnership or owned by an Grant Recipient that is a for-profit private sector body.
8. If the Grant for the Project is received by the Grant Recipient on behalf of or in partnership with another entity defined in the Program Guidelines, the Grant

Recipient must ensure the entity complies with all conditions and obligations of this Agreement and all program requirements outlined in the Program Guidelines.

9. If the Grant for the Project is received by the Grant Recipient on behalf of an entity that is a private sector body and the Grant is intended to allow the business to generate profits or to increase the value of the business, all Grant funding paid under this Agreement will be repayable to the Minister.
10. The Grant Recipient shall:
 - (i) retain title to and ownership of an Asset for five (5) years after the Project Completion Date. If at any time within five (5) years from the Project Completion Date of a Project, the Grant Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, the Minister, a Local Government, or with the Minister's and Canada's consent, the Grant Recipient may be required to reimburse the Minister and Canada, via the Minister, any funds received from the Minister for the Project; and
 - (ii) ensure that the entity for which the Grant Recipient received the Grant retains title to and ownership of an Asset for five (5) years after the Project Completion Date. If at any time within five (5) years from the Project Completion Date of a Project, the entity sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, the Minister, a Local Government, or with the Minister's and Canada's consent, the Grant Recipient may be required to reimburse the Minister and Canada, via the Minister, any funds received from the Minister for the Project.
11. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between Canada and the Grant Recipient or between the Minister and the Grant Recipient.
12. Nothing in this Agreement is to be construed as creating an agency, partnership, joint venture, or employment relationship between the Grant Recipient and Canada or between the Grant Recipient and the Minister.
13. The Grant Recipient shall not represent itself as an agent, partner or employee of Canada or of the Minister for any purpose, including in any Contract with a Third Party.
14. The Grant Recipient acknowledges that this Agreement and all reports and other records submitted to the Minister will be subject to the access and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta), as amended from time to time.

15. The Grant Recipient agrees to indemnify and hold harmless the Minister, his officers, servants, employees, sub-contractors or agents, from and against all actions, whether in contract, tort or otherwise, claims and demands, losses, costs, damages, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in connection with or arising directly or indirectly from this Agreement or a Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings relate to the negligence or breach of this Agreement by an officer, servant, employee or agent of the Minister in the performance of his or her duties.
16. The Grant Recipient agrees to indemnify and hold harmless Canada, its officers, servants, employees, sub-contractors or agents, from and against all actions, whether in contract, tort or otherwise, claims and demands, losses, costs, damages, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in connection with or arising directly or indirectly from this Agreement or a Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings relate to the negligence or breach of this Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.
17. The Grant Recipient agrees that it is not entitled to compensation for its costs, expenses, inconvenience or time expended in relation to the administration of the funds provided under this Agreement nor in respect to this Agreement.
18. The parties agree to give this Agreement a fair and reasonable interpretation and, when required, to negotiate with fairness and candor any modifications or alteration thereof for the purpose of carrying out the intent of this Agreement and/or rectifying any omission in any of these provisions.
19. The parties agree that the requirements of this Agreement which, by their nature, should extend beyond the expiration or termination of this Agreement, will extend beyond such expiration or termination.
20. This Agreement is effective as of July 31, 2015.
21. The Agreement shall expire on the date that the Grant Recipient has met all provisions of this Agreement, unless terminated earlier by the Minister in accordance with this Agreement.
22. Amendments to this Agreement may be necessary from time to time and may be initiated, in writing, by either the Minister or the Grant Recipient and shall be agreed upon, in writing, by both parties.

23. If the Grant Recipient does not meet all of its obligations under this Agreement, or uses the Grant for any unauthorized purpose, the Minister will notify the Grant Recipient of such breach in writing and the Grant Recipient will have 30 days to remedy such breach. If, in the opinion of the Minister, the Grant Recipient does not remedy the breach, the Minister may terminate the Agreement without further notice to the Grant Recipient and demand the immediate refund of the full amount of the Grant, or such lesser amount as the Minister may determine, to the Government of Alberta.
24. In addition to clause 23, the Minister may terminate this Agreement for any reason by notifying the Grant Recipient in writing upon 60 days notice.
25. Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the party to whom it is addressed if personally delivered, sent by prepaid registered mail, sent by facsimile transmission, or e-mailed to the addresses as follows:

The Minister: Municipal Affairs
 17th Floor, Commerce Place
 10155 – 102 Street
 Edmonton Alberta T5J 4L4

 Attention:
 Director, Federal Programs
 Grants and Education Property Tax Branch

 Telephone: 780-427-2225
 Fax: 780-422-9133
 E-mail: ma.scfgrants@gov.ab.ca

The Grant Recipient: Town of Rocky Mountain House
 PO Box 1509
 Rocky Mountain House AB Alberta

 Attention:
 Town Manager

 Telephone: 403-845-2866
 Fax: 403-845-3230
 E-mail: town@rockymtnhouse.com

or to such address as either party may furnish to the other from time to time.

- 26. This Agreement shall be governed by and interpreted in accordance with the laws of Alberta, and the Parties agree to attorn to the jurisdiction of the courts of the Province of Alberta.
- 27. The terms and conditions of this Agreement are severable to the extent that any one which may be contrary to the laws of Alberta will be deemed to be modified to comply with those laws, but every other term and condition will remain valid.
- 28. The rights, remedies and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised. The Minister may, in writing, waive any rights, remedies or privileges under this Agreement, however, any such waiver shall not restrict the exercise of any future rights, remedies and privileges by the Minister under this Agreement.

THIS SPACE LEFT BLANK INTENTIONALLY



29. This Agreement shall not be assigned by the Grant Recipient without the express written consent of the Minister. This Agreement is binding upon the Parties and their respective successors and permitted assignees.

The parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

HER MAJESTY THE QUEEN, in right of the Province of Alberta, as represented by the Minister of Municipal Affairs

Per: 
DEPUTY MINISTER, MUNICIPAL AFFAIRS

Date: August 12, 2015

TOWN OF ROCKY MOUNTAIN HOUSE

Witness (or Seal)

Per:  MAYOR
CHIEF ELECTED OFFICIAL

Date: October 8, 2015

Witness (or Seal)

Per: 
DULY AUTHORIZED SIGNING OFFICER

Date: October 5' 2015

Schedule A – Definitions

“Asset” means any real or personal property or immovable or movable asset, acquired, constructed, rehabilitated or improved, in whole or in part, with the Grant funds provided under the terms and conditions of this Agreement.

“Contract” means an agreement between the Grant Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“Eligible Expenditures” means those costs incurred and paid by the Grant Recipient that are eligible for reimbursement by the Minister as set out in the Program Guidelines.

“Grant Funding Approval Letter” means the letter from the Minister to the Grant Recipient providing the annual Grant funding amount approved for the Project.

“Local Government” means any municipality (city, town, village, summer village, specialized municipality, municipal district, improvement district, and special area), or Metis settlement in Alberta or the Townsite of Redwood Meadows Administration Society.

“Program Guidelines” means the guidelines for actions, events, report formats, and other directions applicable to the SCF program as may be prescribed or determined by the Minister and as may be amended from time to time by the Minister.

“Project Application” means the application submitted by the Grant Recipient using the SCF fillable PDF application form available on the Municipal Affairs website.

“Project Completion Date” means the date when the Project can be used for the purpose for which it was intended.

“Project Participant” means the other participating Local Government who contributes financially to the Project.

“SCF” means the Small Communities Fund, a program established by the Government of Canada setting out the terms and conditions for the administration of funding that may be provided by Canada to recipients under section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, or any other source of funding as determined by Canada.

“Third Party” means any person or legal entity, other than Canada, the Government of Alberta, a Grant Recipient or a Project Participant, who participates in the implementation of the Project by means of a Contract.



TOWN OF ROCKY MOUNTAIN HOUSE

P.O. BOX 1509 5116 50 AVENUE ROCKY MOUNTAIN HOUSE AB T4T 1B2

October 13, 2015

Grants and Education Property Tax Branch
Alberta and Municipal Affairs
17th Floor, Commerce Place
10155 – 102 Street
EDMONTON, Alberta T5J 4L4

Attention: Brad Pickering, Deputy Minister

Dear Mr. Pickering;

Re: New Building Canada Fund Small communities fund Conditional Grant Agreement

Further to your letter of August 17, 2015, please find enclosed a fully executed copy of the New Building Canada Fund Small Communities Fund Conditional Grant Agreement signed by the authorised signatories for the Town of Rocky Mountain House.

If you require anything further you may contact the writer.

Yours truly,

TOWN OF ROCKY MOUNTAIN HOUSE

Per:

TODD BECKER, CAO

Encls.

as/TB



Deputy Minister
18th Floor, Commerce Place
10155 - 102 Street
Edmonton, Alberta T5J 4L4
Canada
Telephone 780-427-4826
Fax 780-422-9561

AR80835

August 17, 2015

Mr. Todd Becker, Town Manager
Town of Rocky Mountain House
PO Box 1509
Rocky Mountain House AB T4T 1B2

Dear Mr. Becker:

Further to the July 31, 2015 letter from Minister Bilous confirming that your project has been prioritized as an eligible project under the Small Communities Fund (SCF), enclosed are two copies of the SCF conditional grant agreement for the following project: Regional Landfill Waste Disposal Cell Construction (Project ID: TO-ROCK-01).

Please have your chief elected official and a duly authorized signing officer sign both copies, retain one for your records, and return the other copy to:

Attn: Federal Programs
Grants and Education Property Tax Branch
Alberta Municipal Affairs
17th Floor, Commerce Place
10155 - 102 Street
Edmonton AB T5J 4L4

Final approval of the grant is subject to all parties signing the conditional grant agreement.

Please note that expenditures related to the approved project incurred prior to July 31, 2015 are not eligible for reimbursement under the SCF. Please also note that the staging and financial management of projects are the responsibility of the project applicant and must be managed in a manner that recognizes the cash flow available under the SCF. Additional information on the SCF is available on the program website at municipalaffairs.alberta.ca/smallcommunitiesfund.

If you have any questions regarding the agreement, please contact Andy Cathcart, Director, Federal Programs, toll-free at 310-0000, then 780-422-1152.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Pickering".

Brad Pickering
Deputy Minister

Attachments



TOWN OF ROCKY MOUNTAIN HOUSE

P.O. BOX 1509 5116 50 AVENUE ROCKY MOUNTAIN HOUSE AB T4T 1B2

October 13, 2015

*by fax 780-422-9133
original by Regular Mail*

Grants and Education Property Tax Branch
Alberta and Municipal Affairs
17th Floor, Commerce Place
10155 – 102 Street
EDMONTON, Alberta T5J 4L4

Attention: Janice Romanyshyn, Executive Director

Dear Ms. Romanyshyn;

**Re: Federal Small Communities Fund (SCF) - Project Signage Form
Project file No. 02327-CF-TO-ROCK-01**

With respect to the above and please find enclosed the completed Project Signage Form.

If you require anything further you may contact the writer.

Yours truly,

TOWN OF ROCKY MOUNTAIN HOUSE

Per:

TODD BECKER, CAO

Encls.

as/TB



**Federal Small Communities Fund (SCF)
Project Signage Form**

Community	Town of Rocky Mountain House
Contact Name	Todd Becker - CAO
Telephone	(403) 845-2866

Municipalities are required to recognize the SCF through installation of federal signs. Signs must follow federal signage specifications and should only be installed on sites visible to the public. Installation should take place 30 days before the start of construction and signs should remain on site for at least 30 days after the project has been completed.

Questions regarding signage requirements can be emailed to ma.scfgrants@gov.ab.ca.

Project Signage

The following project has been approved under the SCF and therefore requires federal project signage:

Project Title	Regional Landfill Waste Disposal Cell Construction
Project File Number	02327-CF-TO-ROCK-01
Does project meet the signage criteria?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> <i>If NO, please explain why:</i>
If project meets the signage criteria, has the project started?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
If YES: When was the project start date?	
If NO: When is the anticipated start date?	May, 2016
When is the anticipated completion date?	
Has a sign been installed?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NOTE: If a sign has been installed, please attach a photo when returning this form.

Please return this form by October 15, 2015 to:

Alberta Municipal Affairs
Grants and Education Property Tax Branch
17th Floor, 10155 – 102 Street
Edmonton, Alberta T5J 4L4
Fax: 780-422-9133
Email: ma.scfgrants@gov.ab.ca.

I, _____, CAO confirm that Council for _____, has granted Municipal Affairs, Grants and Education Property Tax Branch (GEPT) permission to use photographs submitted in connection with the Small Communities Fund grant program. Council has agreed that GEPT may use the photographs for any purpose including, but not limited to, illustrations, bulletins, publications, advertisements, and any promotional or educational materials in any medium, now known or later developed, including posting the photographs on the Internet. Council acknowledges and agrees that the municipality will not receive any compensation for the use of such photographs.

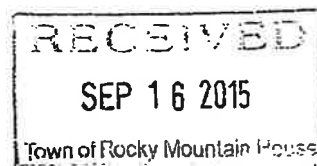
Signature of Chief Administrative Officer

Print Name

Date

Telephone Number (include area code)

The personal information you are providing on this form, or any attachments, is being collected to support the administration of the Small Communities Fund and is authorized under section 33(c) of the Freedom of Information and Protection of Privacy (FOIP) Act. The personal information will be managed in accordance with the privacy provisions of the FOIP Act. If you have any questions concerning the collection of this information, please contact the Municipal Grants Unit at 780-427-2225 or by writing to the Director, Grant Program Delivery, 17th Floor, Commerce Place, 10155 - 102 Street, Edmonton, Alberta, T5J 4L4.



September 11, 2015

Mr. Todd Becker
Town Manager
Town of Rocky Mountain House
PO Box 1509
Rocky Mountain House AB T4T 1B2

Dear Mr. Becker:

RE: Small Communities Fund (SCF): Regional Landfill Waste Disposal Cell Construction

Under the SCF, municipalities are required to recognize the SCF through the installation of federal signs and/or hosting of events according to the program guidelines, which can be found on the SCF website at www.municipalaffairs.alberta.ca/smallcommunitiesfund.

Signs should be installed for all SCF projects to acknowledge the federal funding of the project as per the following signage guidelines:

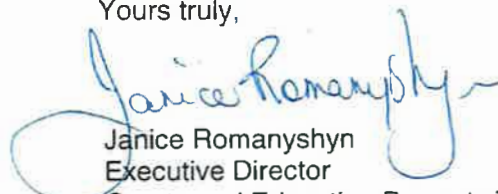
- Must follow federal signage specifications (see SCF website);
- Should only be installed on sites visible to the public;
- Installation should take place prior to any events celebrating the project and, if possible, 30 days before the start of construction; and
- Should remain on site for at least 30 days after the project has been completed.

Under the SCF, installation of project signs is an eligible expenditure. If you have a federal sign in your possession, that meets all of the federal signage requirements, then you may install that sign on the site for the project mentioned above. Once the sign has been installed on the site, please submit a photo to ma.scfgrants@gov.ab.ca.

We are also requesting that you provide some additional information about your project(s) and have attached a form that we ask you to complete and return to us by October 15, 2015.

Questions regarding signage requirements can be emailed to ma.scfgrants@gov.ab.ca. If you are planning any events to celebrate the project and/or media activity, please contact Municipal Affairs Communications at ma.communications@gov.ab.ca.






Yours truly,

A handwritten signature in blue ink that reads "Janice Romanyshyn".

Janice Romanyshyn
Executive Director
Grants and Education Property Tax



REQUEST FOR DECISION

SUBJECT: Everdell and Ferrier Community Hall Funding Request.		
PRESENTATION DATE: July 9, 2019		
DEPARTMENT: Ag and Community Services	WRITTEN BY: Matt Martinson, Director Ag and Community Services	REVIEWED BY: Rick Emmons, CAO
BUDGET CONSIDERATIONS: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input checked="" type="checkbox"/> County Bylaw or Policy (cite)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input checked="" type="checkbox"/>  Economic Prosperity <input type="checkbox"/>  Governance Leadership <input type="checkbox"/>  Fiscal Responsibilities <input type="checkbox"/>  Environmental Stewardship <input checked="" type="checkbox"/>  Community Social Growth		
Attachments 1) Everdell Community Hall renovation project 2) Ferrier Community Hall replacement project phase 1		

STAFF RECOMMENDATION:

- 1) That Council consider the Everdell and Ferrier funding requests.

BACKGROUND:

At its May 28th, 2019 meeting Council received presentations from the Everdell and Ferrier community halls, regarding their future plans for infrastructure improvement.

Each Community Hall requested \$20,000 to assist with their respective projects with a total request of \$40,000 for both halls.

During its 2019 budget process Council approved \$35000 to support Community Halls, which has not been allocated yet.

Administration recommends Council consider the following options.

- Council may choose not to fund either project.
- Council may choose to fund one of the projects.
- Council may choose to fund either or both projects at a lesser amount than requested
- Council may choose to fund both projects at the amount requested by reallocating the additional \$5,000 from another area of the budget.

Moving forward administration has notified all Community Halls of the funding model and policy change, and that major capital improvement projects outside of the new funding model and policy must now be submitted prior to budget at which time council may consider the request.



APPENDIX A

Application Form for Capital Grant Funding for Community Halls

Policy Reference: Clearwater County's Capital Grant Funding for Community Halls

Section 1 – Organization Name and Contact Person	
Group Name:	The Everdell Community Center Association
Contact Name:	Val Murray
Mailing Address:	[REDACTED] [REDACTED]
Contact Number:	[REDACTED]
Contact Email:	[REDACTED]

Section 2 – Project Description
<p>Proposed Project: <i>(Please describe the planned capital project in detail, including the work that will be completed and how it will be of benefit to your group/community. Refer to the capital grant policy for information on what is considered an eligible capital project.)</i></p> <p>The Everdell Hall is planning Phase II of our renovations. These renovations include a full kitchen renovation as well as building a new addition to the front of the hall. In the new addition we will build a new wheelchair accessible main entrance and lobby, as well as two new wheelchair accessible washrooms. We will be upgrading and enlarging the kitchen to increase functionality and easier access for large groups of users, such as appealing to commercial kitchen needs, which there is a lack of in the area currently. The new lobby will also include a utility room for our water well access which is currently located outside. We wish to apply for the amount of \$20,000 so that we can achieve listed above and meet our goals set for the future.</p>

Collection and use of personal information

Personal information is being collected under the authority of the Municipal Government Act (MGA) and the Freedom of Information and Protection of Privacy Act (FOIP) and is managed in accordance with the provisions of FOIP. This information will be used to process your request and will form part of a file available to the public. If you have any questions about the collection of personal information, contact the FOIP Coordinator at 403-845-4444.



APPENDIX A

Application Form for Capital Grant Funding for Community Halls

Estimated Project Timeline (please include the estimated start and finish dates for the proposed project)	
Estimated Start Date:	October 1, 2019
Estimated Date of Completion:	February 28, 2020

Section 3 – Financial Information (Please include an itemized accounting of all estimated sources of funding for the project, and how much funding each source is providing. This includes items such as monetary donations, donated labour/materials. Do not include the funding that you are requesting through this grant.)	
Contributor	Amount
Cash	\$ 21,751.00
Provincial Funding	\$ 12,995.00
Donated in Kind (labour/mat)	\$ 15,500.00
* please see attached donation commitment letters	
Total Available Funding:	50,246.00

Collection and use of personal information
 Personal information is being collected under the authority of the Municipal Government Act (MGA) and the Freedom of Information and Protection of Privacy Act (FOIP) and is managed in accordance with the provisions of FOIP. This information will be used to process your request and will form part of a file available to the public. If you have any questions about the collection of personal information, contact the FOIP Coordinator at 403-845-4444.



APPENDIX A Application Form for Capital Grant Funding for Community Halls

Section 4 – Estimated Project Expenses	
(Please include an itemized accounting of all estimated project costs, including materials and labour. Attach quotes wherever possible.)	
Contributor	Amount
Kalyn Innovations	\$ 179,000. ⁰⁰
* please see attached quote	
Total Available Funding:	\$ 179,000. ⁰⁰

Grant Funding Requested:
 (The amount you are requesting through this grant should equal the difference between the estimated project expenses and the funding that you currently have available, which is noted above. As noted in Clearwater County's capital grant policy, this grant does not generally fund more than 50% of the total project expenses, nor does grant funding typically exceed more than \$15,000.00 per project)

<i>179,000.⁰⁰</i>	-	<i>159,000.⁰⁰</i>	=	<i>20,000.⁰⁰</i>
Total estimated project cost	(minus)	Total available funding	(equal)	GRANT FUNDING REQUESTED

Collection and use of personal information
 Personal information is being collected under the authority of the Municipal Government Act (MGA) and the Freedom of Information and Protection of Privacy Act (FOIP) and is managed in accordance with the provisions of FOIP. This information will be used to process your request and will form part of a file available to the public. If you have any questions about the collection of personal information, contact the FOIP Coordinator at 403-845-4444.



APPENDIX A Application Form for Capital Grant Funding for Community Halls

Section 5 – Background Information

Previous Grant Funding:

Have you previously received grant funding from Clearwater County?

Yes No

If you answered “yes”, please provide the details below.

Project	Funding Received	Date
phase 1 - stage addition	\$ 15,000.00	2015

Other Information:

(Please be sure to also include the information on the following checklist. Please note that your funding application may not be reviewed until you have submitted all the requested information)

<input checked="" type="checkbox"/>	Financial Statements, including annual operating costs and annual revenues, for the past three years.
<input checked="" type="checkbox"/>	Record of hall/group activity (such as booking information) for the past three years.
<input checked="" type="checkbox"/>	A five-year plan outlining the group’s plan to ensure ongoing sustainability in the coming years.

Collection and use of personal information

Personal information is being collected under the authority of the Municipal Government Act (MGA) and the Freedom of Information and Protection of Privacy Act (FOIP) and is managed in accordance with the provisions of FOIP. This information will be used to process your request and will form part of a file available to the public. If you have any questions about the collection of personal information, contact the FOIP Coordinator at 403-845-4444.



APPENDIX A

Application Form for Capital Grant Funding for Community Halls

Section 6 – Signature		
(Please ensure that this section is signed by <u>an authorized representative</u> for your organization.)		
On behalf of <u>Everdell Community Center Association</u> I agree that, should Clearwater County provide capital grant funding:		
<ol style="list-style-type: none"> 1. The funds will only be used for the project outlined in this application; and 2. Upon grant approval, an accounting of the funding will be provided to Clearwater County within 60 days of the project completion. 		
I certify that the above information is a complete and accurate and that any funds received are to be expended on the project described in the application submitted for the grant.		
I am a duly authorized representative having legal and/or financial signing authority.		
	<u>Lindsay Wuth</u>	<u>Jan 22/19</u>
SIGNATURE	NAME (please print)	DATE
<u>vice-president</u>		<div style="background-color: black; width: 100%; height: 20px;"></div>
POSITION / TITLE		DAYTIME TELEPHONE
<div style="background-color: black; width: 100%; height: 30px;"></div>		<div style="background-color: black; width: 100%; height: 30px;"></div>
REGISTERED MAILING ADDRESS		EMAIL ADDRESS

Collection and use of personal information

Personal information is being collected under the authority of the Municipal Government Act (MGA) and the Freedom of Information and Protection of Privacy Act (FOIP) and is managed in accordance with the provisions of FOIP. This information will be used to process your request and will form part of a file available to the public. If you have any questions about the collection of personal information, contact the FOIP Coordinator at 403-845-4444.

Everdell Community Hall 2018 Rental Schedule

<u>Date</u>	<u>Name</u>	<u>Function</u>	<u># people</u>
11-Feb	Monica Tomyn	40th Birthday	135
03-Mar	Emily Busby	Bridal Shower	60
10-Mar	Debbie MacGilvary	wedding /dance	140
29-Mar	U of A Alec McDonald	school function	130
6-8- April	Dinner Theatre		640
13,14- Apr	Dinner Theatre		280
03-May	Clearwater County	Weed management	40
12-May	Dory Vauhn	retirement party	60
18-21 May	Kirsten Ball	wedding anniv camp	140
26-27 May	scrapbooking		15
15-17 June	Whirlaway Square dance group	annual campout	360
22-24 June	Dave Clarke	Dual sport riding club ca	140
30-2 July	Triska McMillan	IPSC Prov Banquet	110
6-8-July	Susan Norburg	campout	125
20-22 July	Hazel	Celebration of Life	75
11-Aug	Sabrina Baresford	40th Bday	105
3-5 Aug	Sarah Mills	Family reunion	110
17-19 Aug	Lorne Price/Ryan Doan	wedding	85
31-2 Sept	Brandy Rice	Family reunion	90
30-Aug	Tina Wiens	kitchen rent	3
7-9 Sept	Grace Fehrie/Bootsma	Wedding	145
14-16 Sept	Melissa Seien	wedding	90
21-23 Sept	Murray /Webb	wedding	160
29-Sep	Kirstal Blair	birthday	60
10-Oct	Rural Crime Watch	meeting	30
13-Oct	Kim	surp birthday	80
20-Oct	Ivan Hansen	Benefit	140
26-28 Oct	scrapbooking		15
31-Oct	Hall kids Halloween party		55
17-Nov	TnT pipeline	xmas party	50
16-Dec	Hall xmas party		125
		Total 2018	3793

2-3 days /week ongoin

donated rental

Everdell Community Centre Association
Income Statement 01/01/2016 to 12/31/2016

REVENUE

Revenue

Casino Night Revenue	0.00
Dinner Theatre	19,810.00
Dues	8.00
Bar Revenue	5,430.00
Home Show Revenue	0.00
Misc Income	0.00
misc income	0.00
Family Dance Revenue	450.00
Donations	1,000.00
Fund Raising	0.00
Hall Rental	7,275.00
Grant - Revenue - Operating	0.00
Grant Revenue - Capital	0.00
Grant Revenue - Capital	<u>33,973.00</u>
Other Revenue	
Interest Revenue	0.00
Total Other Revenue	<u>0.00</u>
TOTAL REVENUE	<u>33,973.00</u>

EXPENSE

General & Administrative Expe...

Wages Expense	0.00
EI Expense	0.00
CPP Expense	0.00
Advertising & Promotions	210.00
Fuel	0.00
Booking expense	0.00
Supplies	2,292.46
Cleaning Supplies	2,458.42
Food Expenses	4,823.88
Liquor Expenses	3,157.20
Insurance	1,830.31
Interest & Bank Charges	0.80
Office Supplies	112.62
Capital Expenses	0.00
Entertainment	800.00
Meals	0.00
Casino Expenses	479.60
Dinner Theatre Expense (not food)	3,563.24
Repair & Maintenance	1,959.65
Telephone	0.00
Utilities	3,521.63
Total General & Admin. Expen...	<u>25,209.79</u>
TOTAL EXPENSE	<u>25,209.79</u>
NET INCOME	<u>8,763.21</u>

L. W. A. H.
Munday

Everdell Community Centre Association
Income Statement 01/01/2017 to 12/31/2017

REVENUE

Revenue	
Dinner Theatre	26,325.00
Dues	10.02
Bar Revenue	5,892.00
misc income	0.00
Family Dance Revenue	2,295.00
Hall Rental	9,475.00
Grant - Revenue - Operating	9,343.22
Grant Revenue - Capital	<u>53,340.24</u>
TOTAL REVENUE	<u>53,340.24</u>

EXPENSE

General & Administrative Expe...	
Advertising & Promotions	394.34
Booking expense	1,700.00
Supplies	297.17
Cleaning Supplies	2,313.89
Food Expenses	5,110.19
Liquor Expenses	2,797.21
Interest & Bank Charges	12.40
Entertainment	800.00
Dinner Theatre Expense (not food)	5,610.91
Repair & Maintenance	10,437.83
Utilities	4,336.61
Total General & Admin. Expen...	<u>33,810.55</u>
TOTAL EXPENSE	<u>33,810.55</u>
NET INCOME	<u>19,529.69</u>

LWAH
Murray

Everdell Community Centre Association
Income Statement 01/01/2018 to 11/30/2018

REVENUE

Revenue	
Dinner Theatre	27,210.00
Bar Revenue <i>Dinner Theatre</i>	6,060.00
misc income	0.00
Hall Rental	8,720.00
Grant Revenue - Capital	<u>41,990.00</u>

TOTAL REVENUE 41,990.00

EXPENSE

General & Administrative Expe...	
Advertising & Promotions	524.50
Booking expense	1,550.00
Cleaning Supplies	2,023.45
Food Expenses	4,189.68
Liquor Expenses	2,417.90
Insurance	1,505.51
Interest & Bank Charges	29.52
Office Supplies	44.63
Capital Expenses	2,831.48
Dinner Theatre Expense (not food)	8,950.28
Repair & Maintenance	7,241.11
Utilities	4,173.03
Total General & Admin. Expen...	<u>35,481.29</u>

TOTAL EXPENSE 35,481.29

NET INCOME 6,508.71

L. Smith
Murray

Everdell Community Centre Association
Balance Sheet As at 12/31/2018

ASSET**Current Assets**

Cash to be deposited	76.00	
Chequing Bank Account	3,452.50	
Casino banking account	23,884.12	
Term Deposits	0.00	
Total Cash		27,412.62
Accounts Receivable	0.00	
Deposits & Prepaid Orders	0.00	
Total Receivable		0.00
Prepaid Expenses		0.00
Total Current Assets		<u>27,412.62</u>

Capital Assets

Furniture & Equipment		94,380.85
Building		398,738.00
Camp Shelter		7,100.00
Total Capital Assets		<u>500,218.85</u>

TOTAL ASSET

527,631.47

LIABILITY**Current Liabilities**

Accounts Payable		2,477.86
Prepayments & Prepaid Orders		0.00
GST Charged on Sales		0.00
EI payable		0.00
CPP Payable		0.00
Federal Taxes Payable		0.00
GST Paid on Purchases		0.00
loans		6,000.00
Dinner Theatre deferred revenue		0.00
Deferred revenue		23,894.12
Total Current liabilities		<u>32,371.98</u>

TOTAL LIABILITY

32,371.98

EQUITY**Retained Earnings**

Retained Earnings - Previous Year		486,496.28
Investment in capital assets		0.00
Current Earnings		8,763.21
Total Retained Earnings		<u>495,259.49</u>

TOTAL EQUITY

495,259.49

LIABILITIES AND EQUITY

527,631.47

L. W. A. K.
M. M. S. J.

Everdell Community Centre Association
Balance Sheet As at 12/31/2017

ASSET**Current Assets**

Chequing Bank Account	12,839.27	
Casino banking account	14,550.90	
Total Cash		27,390.17
Total Current Assets		27,390.17

Capital Assets

Furniture & Equipment		97,656.80
Building		398,738.00
Camp Shelter		7,100.00
Total Capital Assets		503,494.80

TOTAL ASSET

530,884.97

LIABILITY**Current Liabilities**

Accounts Payable		1,544.89
loans		0.00
Dinner Theatre deferred revenue		0.00
Deferred revenue		14,550.90
Total Current Liabilities		16,095.79

TOTAL LIABILITY

16,095.79

EQUITY**Retained Earnings**

Retained Earnings - Previous Year		495,259.49
Current Earnings		19,529.69
Total Retained Earnings		514,789.18

TOTAL EQUITY

514,789.18

LIABILITIES AND EQUITY

530,884.97

L. Wuth
M. Wuth

Everdell Community Centre Association
Balance Sheet As at 11/30/2018

ASSET

Current Assets

Cash to be deposited	325.00	
Chequing Bank Account	21,354.06	
Casino banking account	10,761.85	
Total Cash		<u>32,440.91</u>

Total Current Assets 32,440.91

Capital Assets

Furniture & Equipment	98,156.80	
Building	398,738.00	
Camp Shelter	7,100.00	
Total Capital Assets		<u>503,994.80</u>

TOTAL ASSET 536,435.71

LIABILITY

Current Liabilities

Accounts Payable	586.92	
loans	0.00	
Dinner Theatre deferred revenue	0.00	
Deferred revenue	14,550.90	
Total Current Liabilities		<u>15,137.82</u>

TOTAL LIABILITY 15,137.82

EQUITY

Retained Earnings

Retained Earnings - Previous Year	514,789.16	
Current Earnings	6,508.71	
Total Retained Earnings		<u>521,297.89</u>

TOTAL EQUITY 521,297.89

LIABILITIES AND EQUITY 536,435.71

L. W. H.
M. M. M.

Our five-year sustainability plan is to continue using the Everdell Community Hall for our year-round rentals to the local community as well as new and returning visitors to the area. We will also continue our annual Dinner Theatre put on by Staged Right Productions and hosted by the Everdell Community Hall. Overall our main goal is to increase the use and functionality of the hall over the next five years. Our yearly rental and the dinner theatre income is what we use for all operating cost expenses and bills that come up throughout the year. The amount we are applying for in this grant is for capital expenses.

One of our goals in our sustainability plan is after our large kitchen renovation to see an increase in weekday rentals for commercial kitchen use. We currently have one user and have been told that the community is lacking commercial kitchen space for rent. We hope to expand our user base and utilize the hall to the best of its capabilities after this renovation is complete. With the new front entry addition and exterior design another one of our goals is to increase our yearly rentals even more for weddings, family reunions, etc. We know that people care just as much about the exterior of the building as the interior for photos and to visually satisfy guests. The kitchen expansion is also an enticing feature for families/brides/grooms when looking at booking a venue for their event, whether it's for them and their family to utilize or their caterer. We want the hall to be used and enjoyed as much and as often as possible and we believe that after this renovation we will reach and exceed our goals over the next five years.



December 12, 2018

The Everdell Community Association
Box 2189
Rocky Mountain House, Alberta T4T 1B6

To whom it may concern:

**Re: CFEP Grant Application
The Everdell Community Association**

On behalf of Clearwater County, I wish to indicate our support for the Everdell Community Association's CFEP grant application towards kitchen upgrades and additions to the front on the community hall.

The Everdell Community Association is a community-based organization that ensures the maintenance and operation of the Everdell community hall and is recognized as an integral part of the community.

It is Council's view that the proposed grant application will enhance the lifespan of the facility and the lives of community members living in rural West Central Alberta. This grant will improve the quality of amenities available in the hall to facilitate the accommodation of a variety of functions.

Please feel free to contact myself or the County's CAO Rick Emmons at remmons@clearwatercounty.ca should you or your administration require any further information.

Sincerely,

A handwritten signature in black ink that reads 'Jim Duncan'.

Jim Duncan, Reeve
Clearwater County



TOWN OF ROCKY MOUNTAIN HOUSE

PO Box 1509 5116 50 Avenue, Rocky Mountain House, Alberta T4T 1B2

December 21th, 2018

Everdell Community Association
Box 2189
Rocky Mountain House, AB T4T 1B6

Attn: Lindsay Wuth, Vice-President

Dear Ms. Wuth,

On behalf of the Town of Rocky Mountain House, this letter confirms Town Council's support for the Community Facility Enhancement Program (CFEP) grant application.

Everdell Hall, being located only 10 km south of the Town of Rocky Mountain House, is a facility that provides a venue for local recreational, cultural and other public-use events. The venue is an asset to our community and citizens and as such, receives Council's support in your application for the Community Facility Enhancement Program (CFEP).

Sincerely,

Mayor Tammy Burke





January 7, 2019

Everdell Community Association
Box 2189
Rocky Mountain House, AB
T4T 1B6

Attention: Val Murray

RE: Community Facility Enhancement Program Grant Application

Repsol Oil & Gas Canada Inc. (Repsol) supports the Everdell Community Association's Community Facility Enhancement Program grant application.

We believe the community outreach of the Everdell Community Association plays a significant role in the vitality of this rural community. The community association is essential to the sustainability, health and wellbeing of the local community.

Sincerely,
Repsol Oil & Gas Canada Inc.

A handwritten signature in blue ink that reads "Sarah Barcelo".

Sarah Barcelo
Senior Community & Aboriginal Relations Coordinator

Repsol Oil & Gas Canada Inc.

Staged Right Productions

Box 17 Site 14 RR1

Rocky Mountain House, AB T4T 2A1

403-845-4501

To Whom It May Concern:

Staged Right Productions is proud to be a local community theatre group from the Rocky Mountain House area. We annually perform our dinner theatre shows at the Everdell Community Centre. We are a non-profit organization, and we perform as a fundraiser with proceeds from the ticket sales going directly to the hall. In conjunction with the Everdell volunteers; SRP has been providing a great meal and superb comedy entertainment at the community centre for the last 10 years. We have been fortunate to develop a loyal audience following and have several sell out performances each year.

We have developed a good relationship with the Everdell volunteers over the years and have been a significant source of income for the hall. It is with improvements and renovations in mind that these funds have been raised—and we are pleased that some of the improvements will benefit our user group.

Staged Right Productions has been a major source of income for the Everdell Community Centre and we very much look forward to the pending renovations. Renovations for this season will entail work on the front of the hall which would include entryways, improved washroom facilities, an expanded commercial kitchen and new furnace room. It is with these projects in mind that we humbly request your assistance in further funding to supplement what we have already raised for the hall.

The community halls have been an integral part of rural Alberta for decades as a meeting place (County and 4-H), or rental venue for weddings, reunions, showers, Christmas parties and funerals—all core family events. Most of the local halls were built by the very people who used them the most—friends, neighbours and families from the area. The tradition of the community hall has remained strong in Rocky and we would hate to see the facility fall behind the times as far as up to date equipment and structural integrity. We have a very active rural community here and look forward to continuing to serve the needs of the families and organizations in the area.

Sincerely,

Kristine Skeels

Staged Right Productions

Kristine Skeels, Dec 19/2018

KALYN INNOVATIONS LTD.

R.R. 1, Site 17, Box 6, Rocky Mountain House, AB T4T 2A1
Telephone (403) 844-3122

Quote For Everdell Community Association

Renovation & New Addition to Existing Hall

1. Remove existing bathroom to enlarge size of kitchen area. Frame necessary walls, drywall, paint, new floor, coverings, cabinetry, fixtures
2. Add on to end of existing building, 580 sq.ft. to accommodate new bathrooms, entrances & mechanical room. New furnaces, new bathroom fixtures c/w faucets. Exterior finish to match existing hall, drywall finish inside painted, floor coverings.

Engineered drawings will be supplied.

Estimate Cost

\$179,000.00

Any changes to the original plan will affect prices accordingly.

Should you have any questions contact the undersigned @ 403-844-3122

Trevor Kalyn

Kalyn Innovations



Jan 4, 2019



P.O.Box 1993
Rocky Mountain House, AB T4T 1B5
Tel: 403-845-5153
Fax: 403-845-4718
Cell: 403-844-1602
Email: pierre3@telus.net

E1

SUBJECT:

Everdell Hall Project

DATE:

Jan 5 / 2019

BY:

Pierre

We would be happy to donate
a few volunteer hours to your
project up to \$1000.00 in value
on any concrete related work

Sincerely Pierre Morin
owner of Pierre's Concrete Ltd



B.W. Bouwman Plumbing Ltd.

Box 1048, Rocky Mountain House, Alberta, T4T 1A7

Ph: 403-845-4545 Fax: 403-845-4546

Email: bou1@telus.net

January, 07/19

Everdale Community Association

Re.: Proposed addition to hall

Bouwman Plumbing will donate labour & material up to \$ 2000.00.

Thank you

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Barrie Bouwman
B.W. Bouwman Plumbing Ltd

Ed's Bobcat Service

Colleen Connelly

Mon 2019-01-07, 10:06 AM

To: Colleen Connelly <colleenconnelly@hotmail.com>

Ed's Bobcat Service

Box 2023

Rocky Mountain House, AB

T4T 1B5

Everdell Community Association

I could donate 10 hours of bobcat work for landscaping for a total of \$1500.00 to a new addition on your community center.

Sincerely

Ed Connelly

Sent from my iPhone

Wayne A. Markle

Box 414
Rocky Mountain House, AB
(403) 845-3610

Dec 11, 2018

Everdell Community Association

RR 2 Site 18 Box 58
Rocky Mountain House, AB
T4T 2A2

Dear Mrs. Wuth

This letter is to verify that Wayne A. Markle, formerly owner of Four M Construction Ltd. will donate \$11,000 of skilled labor and project management of phase II of the renovations of the Everdell Hall.

Sincerely,



Wayne A. Markle

Ferrier Community Sustainability Plan

The Ferrier Community

- ▶ Community established in 1960's, largest development in 70's–80's
- ▶ Expanded to include ~270 residences, mostly owned
- ▶ Ferrier Community is the largest residential subdivision in Clearwater County
- ▶ Population of ~700, 55% of home's have children residing, average age of 44, 27% residents are not employed

Community Facilities

- ▶ Community hall currently seats 60 people



Community Facilities

- ▶ Full size asphalt hockey rink with boards
- ▶ Ball diamond, playground, basketball nets, horseshoe pits.
- ▶ Operated and maintained by volunteers
- ▶ Primary funding source for these facilities is hall rental revenues



Facility Status

- ▶ Hall foundation crumbling. Building twisting, roof leaks, gaps in doors.
- ▶ Foundation unsuccessfully repaired twice with mud jacking
- ▶ Sports field surface irregular and unsafe. Being repaired by County.
- ▶ Play structure does not meet current regulations.
- ▶ Arena asphalt surface; needs resealing to maintain
- ▶ Tractor and mower from late 50s.

Community facility usage

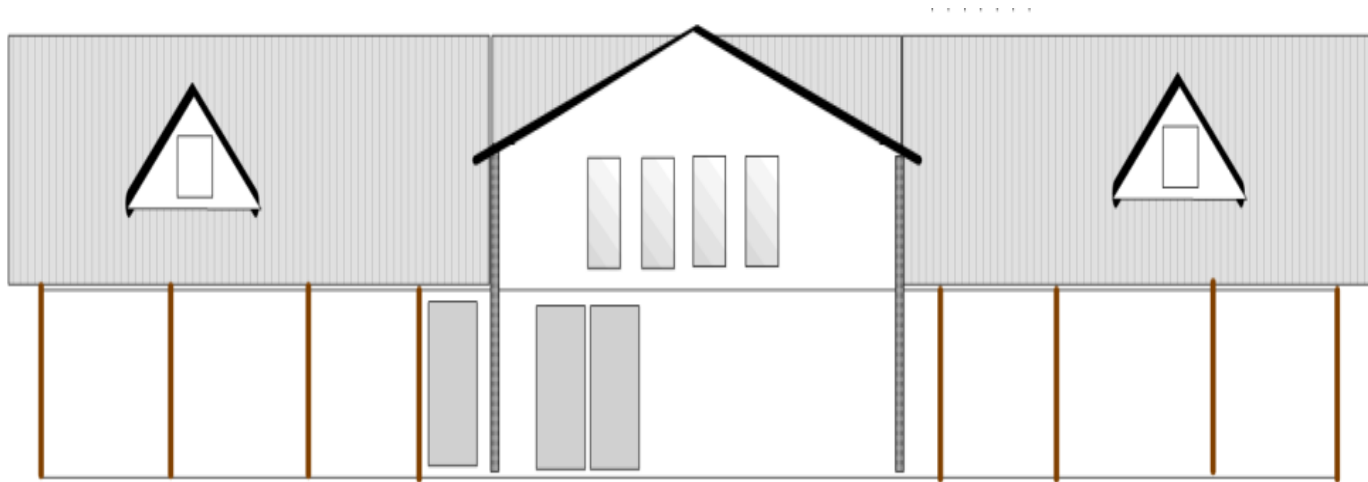
- ▶ Arena surface used year round, half of usage is town residents
- ▶ Hall rentals last year were 23 days, twice that for community non paid events
- ▶ Hall rentals are family reunions, small weddings and small group rentals.
- ▶ The playground is frequently used by residents with small children
- ▶ Ball diamond used irregularly, hopefully resurfacing will increase usage

How do we become sustainable?^{E1}

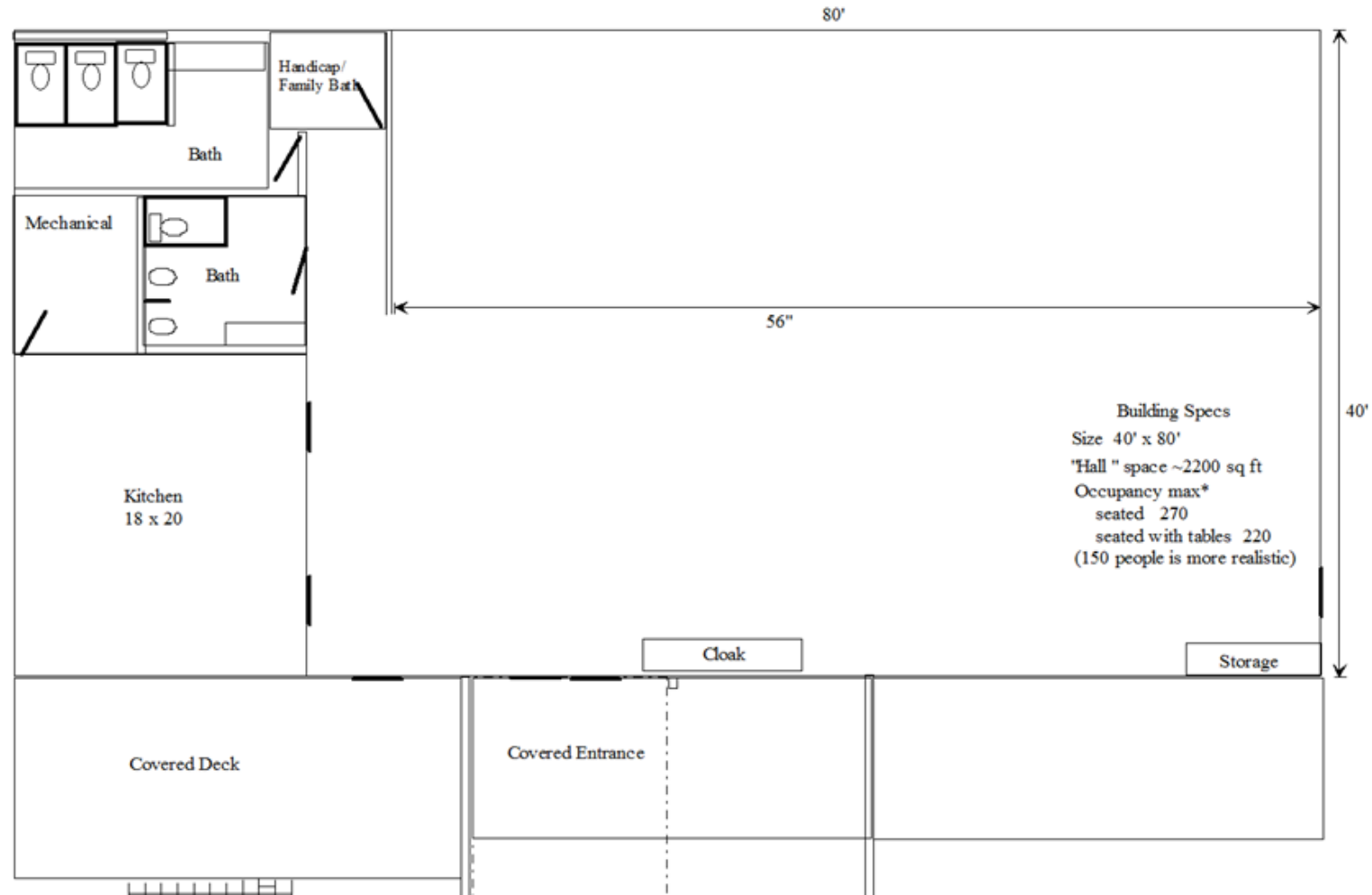
The multi-year plan

Stage 1A.

- ▶ Replace current hall with a 40 x 80 building with ability to seat 150 at tables.



Projected Hall Floor Plan



Becoming Sustainable

E1

Stage 1 B

Furnishings, appliances, IT, sound and video
(Fibre-op with County approval)

Stage 2

▶ Cover arena surface

- Extends life of asphalt surface
- Reduces volunteer burnout clearing snow, increases ice flooding, prolonging ice life, potential for additional revenues
- Becomes a year round space for:
 - Large wedding dance or large community event.
 - Farmers market or community garage sale.

Becoming Sustainable

Stage 3

- ▶ Upgrade playground to current standards
- ▶ Add a soccer pitch to increase site use
- ▶ Improve camping facilities with services

How can Clearwater County Help?^{E1}

Stage 1A

- ▶ Waive tipping and building permit fees.
- ▶ Applied for CFEP grant for the building (\$125 k matching) Can County provide \$20 k capital grant?

Stage 1B

- ▶ Plan to apply for CIP grant late this year for furnishings, appliances, A/V, broadband.
- ▶ Can County match the community portion up to \$38 k?

Community Support

- ▶ Door to door fundraising campaign started this Spring 2019
- ▶ Current donations or commitments over \$60k and \$25k+ materials and services
- ▶ An additional 500+hours of volunteer bond hours have been pledged for construction and finishing building.

Budget Breakdown

- ▶ Projected New Building Cost \$265,000
- ▶ \$125,000 CFEP Grant– Applied for
- ▶ \$85,000 Spring 2019 Door to door campaign–cash and materials
- ▶ \$20,000 County Capital Grant
- ▶ \$22,000 Ferrier Community previous fundraising, Bingo, raffles etc.
- ▶ \$13,000 Machinery and labour donations from Community

We can't do it alone.

Stage 2.

Cover Arena.

- ▶ Apply for another CFEP grant for anticipated \$150 k cost. Can County budget to support this stage in the next few years?

Stage 3

Playground/ Sports field Upgrades

- ▶ Support from Clearwater County to review standards and determine path to completion

Thank You



Questions?





REQUEST FOR DECISION

SUBJECT: Bylaw 1068/19 to Rescind Bylaw 1017/16		
PRESENTATION DATE: July 9, 2019		
DEPARTMENT: Corporate Services	WRITTEN BY: Murray Hagan, Director	REVIEWED BY: Rick Emmons, CAO
BUDGET CONSIDERATIONS: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite) MGA S191		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/> Economic Prosperity	<input checked="" type="checkbox"/> Governance Leadership	<input checked="" type="checkbox"/> Fiscal Responsibilities
<input type="checkbox"/> Environmental Stewardship	<input type="checkbox"/> Community Social Growth	
ATTACHMENT(S): Bylaws 1068/19 & 1017/16		

STAFF RECOMMENDATION:

That Council considers giving second and third readings to Bylaw 1068/19.

BACKGROUND:

Bylaw 1017/16 was given third reading by Clearwater County Council July 26, 2016. The purpose of the bylaw was to facilitate a loan of \$1 Million to the Village of Caroline to provide interim financing for a paving upgrade project on the village’s main street in the event there was a delay in receiving funding from the province.

In fact, provincial funding was received on a timely basis, and there was no need to extend this loan to the Village of Caroline. As a result, this bylaw serves no further purpose to Clearwater County.

Bylaw 1068/19 which rescinds Bylaw 1017/16 was given first reading by Council June 25, 2019, and has been advertised, consistent with the treatment of the original bylaw.

BYLAW NO. 1068/19

BEING A BYLAW OF CLEARWATER COUNTY, IN THE PROVINCE OF ALBERTA, ENACTED FOR THE PURPOSE OF REPEALING AUTHORIZATION FOR AN INTEREST FREE INTERIM FINANCING LOAN TO THE VILLAGE OF CAROLINE, AS THE BYLAW IS NOW OBSOLETE.

WHEREAS Section 63 of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26, as amended, provides that a Council may by bylaw authorize the revision of all or any of the bylaws of the municipality and that a Council may by bylaw omit and provide for the repeal of a bylaw or a provision of a bylaw that is inoperative, obsolete, expired, spent or otherwise ineffective;

WHEREAS Section 191 of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26, as amended, provides that if a Council has the power to pass a bylaw under this or any other enactment, it includes a power to amend or repeal the bylaw and the amendment or repeal must be made in the same way as the original bylaw and is subject to the same consents or conditions or advertising requirements that apply to the passing of the original bylaw;

NOW THEREFORE, upon compliance with the relevant requirements of the *Municipal Government Act*, the Council of the Clearwater County, Province of Alberta, duly assembled, enacts as follows:

1. Bylaw 1017/16 is hereby repealed.
2. This Bylaw comes into force and effect upon third and final reading.

READ A FIRST TIME this 25th day of June A.D., 2019.

REEVE

CHIEF ADMINISTRATIVE OFFICER

READ A SECOND TIME this 9th day of July A.D., 2019.

REEVE

CHIEF ADMINISTRATIVE OFFICER

READ A THIRD AND FINAL TIME this day 9th day of July A.D., 2019.

REEVE

CHIEF ADMINISTRATIVE OFFICER

**CLEARWATER COUNTY
BYLAW 1017/16**

BEING A BYLAW OF CLEARWATER COUNTY IN THE PROVINCE OF ALBERTA TO AUTHORIZE AN INTEREST FREE INTERIM FINANCING LOAN TO THE VILLAGE OF CAROLINE FOR THE PURPOSE OF PROVIDING FUNDS FOR THE VILLAGE OF CAROLINE'S MAIN STREET PAVING PROJECT.

WHEREAS pursuant to Section 264(1)(a)(2) of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended, a municipality may lend money to a non-profit organization if the municipality's council considers that the money loaned will be used for a purpose that will benefit the municipality;

AND WHEREAS this Bylaw was advertised in accordance with Section 265(3) of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26;

AND WHEREAS Clearwater County Council is satisfied that the Loan will not impact the Clearwater County debt limit in accordance with Section 268 of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26;

AND WHEREAS the Village of Caroline has reached an Agreement with Alberta Transportation (the "**Province**") to share the cost of completing the paving upgrade of the Village of Caroline's Main Street (Provincial Highway 54) (the "**Project**") whereby the Province has agreed to contribute one third of the total Project costs (the "**Province Contribution Amount**");

AND WHEREAS the Province Contribution Amount is approximately One Million Dollars (\$1,000,000.00);

AND WHEREAS the Village of Caroline has requested that Clearwater County provide One Million Dollars (\$1,000,000.00) in interim financing to be used by the Village of Caroline to fund the Project costs in the event that the Province Contribution Amount has not been received by the Village of Caroline within the time frame that the Village of Caroline is contractually obligated to pay contractors working on the Project and the Village of Caroline has no other available funds for the Project (the "**Loan Amount**");

AND WHEREAS the Village of Caroline is a "non-profit organization" within the meaning of Section 241(f)(iii) of the *Municipal Government Act*, R.S.A. 2000 Chapter M-26, as amended;

AND WHEREAS Clearwater County Council considers that the Loan Amount will be used for a purpose that will benefit Clearwater County on the basis that the Village of Caroline's Main Street (Provincial Highway 54) handles regional traffic including traffic from and to Clearwater County;

NOW THEREFORE the Council of Clearwater County, duly assembled, hereby enacts as follows:

1. Name of the Bylaw

- a. This bylaw may be cited as the "Village of Caroline Interest Free Interim Financing Loan Bylaw".

2. Definitions

- a. **Costs** means costs incurred by the Village of Caroline in the Project;
- b. **Council** means the Clearwater County Council;
- c. **Loan** means the loan from Clearwater County to the Village of Caroline in the maximum amount of One Million Dollars (\$1,000,000.00) to be used by the Village of Caroline to fund the Project costs;
- d. **Loan Agreement** means that agreement attached to this Bylaw as Schedule "A";
- e. **Loan Amount** means One Million Dollars (\$1,000,000.00); and
- f. **Project** means the Village of Caroline Main Street (Provincial Highway 54) paving project.

3. Terms of Loan

- a. Clearwater County will lend to the Village of Caroline the Loan Amount for the purpose of funding the Costs.
- b. The applicable interest rate is 0.0%.
- c. The Loan Amount will be repaid by the Village of Caroline in full upon the earlier of:
 - i. Receipt by the Village of Caroline of the Province Contribution Amount; or
 - ii. December 31, 2016.

(the "Due Date")

in accordance with the terms of the Loan Agreement.

- d. Clearwater County and the Village of Caroline shall enter into the Loan Agreement.
- e. Any portion of the Loan Amount which is not used by the Village of Caroline for the purposes set out in this Bylaw or the Loan Agreement shall be immediately returned to Clearwater County.

4. Source of Loan Amount

- a. The source of the Loan Amount is the "Tax Rate Stabilization Reserve Account" held by Clearwater County. All repayments received from the Village of Caroline shall be returned to this reserve account.

5. Effective Date

- a. This Bylaw comes into full force and effect upon it receiving third reading.

Councillor Earl Graham MOVED first reading of Bylaw 1017/16 on the 14th day of June, 2016 in a duly assembled Council meeting and this motion was

CARRIED



Reeve



Chief Administrative Officer

Councillor John Vandermeer MOVED second reading of Bylaw 1017/16 on the 26th day of July, 2016 in a duly assembled Council meeting and this motion was

CARRIED

Councillor Earl Graham MOVED third and final reading of Bylaw 1017/16 on the 26th day of July, 2016 in a duly assembled Council meeting and this motion was

CARRIED



Reeve



Chief Administrative Officer

Schedule "A"

Loan Agreement

THIS LOAN AGREEMENT entered into as of the 26 day of July, 2016

BETWEEN:

CLEARWATER COUNTY

a municipal corporation pursuant to the *Municipal Government Act*, R.S.A. 2000 Chapter M-26

(hereinafter referred to as the "**Lender**")

- and -

VILLAGE OF CAROLINE

a municipal corporation pursuant to the *Municipal Government Act*, R.S.A. 2000 Chapter M-26

(hereinafter referred to as the "**Borrower**")

WHEREAS the Borrower has requested that the Lender lend to the Borrower amounts up to the aggregate amount of ONE MILLION (\$1,000,000.00) DOLLARS;

AND WHEREAS the Lender agrees to make the aforementioned loan on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto covenant and agree with each other, except as otherwise stated, as follows:

1.0 Loan

- 1.1** The Borrower acknowledges the Lender shall advance to the Borrower, from time to time in one or more advances, funds to a maximum sum of ONE MILLION (\$1,000,000.00) DOLLARS (Cdn.) (the "**Loan**"). The Borrower shall provide the Lender with the amount of each advance required from time to time.
- 1.2** The Borrower acknowledges and agrees that it shall use all other funds available to the Borrower for the purpose of funding the Village of Caroline Main Street (Provincial Highway 54) paving project (the "**Project**") before making a request to the Lender for an advance in accordance with Paragraph 1.1 including but not limited to funds available for the Project held by the Borrower and funds received from the Province of Alberta by the Borrower (the "**Province Contribution Amount**").
- 1.3** The Borrower promises to pay to the Lender the aggregate amount of the Loan, together with interest on the Loan calculated from the date of each advance on the advance, at a rate equal to zero percent (0%) per annum both before and after maturity, default and judgment, calculated daily and compounded and payable annually, on the earlier of:
- 1.3.1** within 30 days of receipt of the Province Contribution Amount by the Borrower; or
- 1.3.2** December 31, 2016.
- 1.4** Notwithstanding the foregoing, the Borrower may prepay any portion of the Loan at any time without penalty or bonus.

2.0 Security

- 2.1** There will be no security granted by the Borrower for the repayment of the Loan and the performance of all of the Borrower's obligations under this Agreement.

3.0 Use

- 3.1 The Loan is to be used exclusively for the costs incurred by the Borrower in relation to the Village of Caroline Main Street (Provincial Highway 54) paving project (the "**Project**").
- 3.2 Any portion of the Loan which is not used by the Borrower for the Project shall be immediately repayable to Clearwater County.

4.0 General

- 4.1 The Borrower agrees to pay to the Lender all expenses, including legal expenses, on a solicitor-client full indemnity basis, incurred by the Lender in enforcing payment of the Loan, as set out in Section 1.3 hereof.
- 4.2 Each of the parties shall, upon the reasonable request of the other party, make, do, execute or cause to be made, done, or executed all such further and other lawful acts, deeds, things, documents and assurances of whatsoever nature and kind for the better or more perfect or absolute performance of the terms and conditions of this Agreement.
- 4.3 This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. The Borrower shall not assign this Agreement without the prior written consent of the Lender. The Lender may assign this Agreement without the consent of the Borrower.
- 4.4 Time shall be of the essence of this Agreement.
- 4.5 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- 4.6 This Agreement may be executed in one or more counterparts by facsimile or by PDF electronic transmission, each of which shall be deemed to be original and which counterparts together shall constitute one and the same agreement of the parties hereto.
- 4.7 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.
- 4.8 The division of this Agreement into articles, sections and subsections and the insertion of headings is for convenience of reference only and shall not affect the interpretation of this Agreement.
- 4.9 The Borrower acknowledges that it has had the opportunity to receive independent legal advice with regard to this Agreement, and confirms that it has received such advice or voluntarily waived such right.
- 4.10 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 party 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 aforesaid;
 - b) By facsimile or email or by any other like method by which a written or recorded message may be sent, directed to the party 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;
 - 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.

4.11 Notices shall be sent to the following addresses:

(a) To the Lender:

Clearwater County
Box 550
4340-47 Avenue
Rocky Mountain House, AB T4T 1A4

Via Fax: 403-845-7330
Via E-Mail: rleaf@clearwatercounty.ca

Attention: Chief Administrative Officer

(b) To the Borrower:

Village of Caroline
Box 148
5004-50 Avenue
Caroline, AB T0M 0M0

Via Fax: 403-722-4050
Via E-Mail: cao@caroline.ca

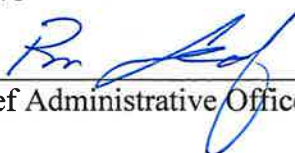
Attention: Chief Administrative Officer

IN WITNESS WHEREOF the parties have executed this Agreement under seal as evidenced by the signatures of their properly authorized officers and representatives in that behalf, as of the day and year first above written.

CLEARWATER COUNTY



Reeve



Chief Administrative Officer

VILLAGE OF CAROLINE



Mayor



Chief Administrative Officer



REQUEST FOR DECISION


SUBJECT: Policy RM-1000 Records Digitization		
PRESENTATION DATE: July 9, 2019		
DEPARTMENT: Corporate Services	WRITTEN BY: Cam McDonald, Manager, Information Technology	REVIEWED BY: Murray Hagan, Director Rick Emmons, CAO
BUDGET CONSIDERATIONS: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Governance Leadership <input type="checkbox"/> Fiscal Responsibilities <input type="checkbox"/> Environmental Stewardship <input type="checkbox"/> Community Social Growth		
ATTACHMENT(S): Policy RM-1000		

STAFF RECOMMENDATION: That Council approves policy RM-1000

BACKGROUND:

Clearwater County is committed to practicing and managing a robust Records management program that meets and exceeds legislative requirements, while allowing staff to store and access County related information easily.

The policy is to guide staff of Clearwater County on the requirements to be met when scanning records and placing them in the Corporate Electric Document and Records Management System (EDRMS)

	Records Digitization Policy	
	Category: Administration – Records Management	
	Policy No. RM-1000	
	Corresponding Procedure No. RM-1000-01P	
	Approved:	Resolution No.:
	Effective Date:	Next Review Date:
	Supersedes Policy No.	

POLICY STATEMENT:	Clearwater County is committed to practicing and managing a robust Records Management program that meets and exceeds legislative requirements, while allowing staff to store and access County related information easily.
PURPOSE:	This policy is to guide the staff of Clearwater County (County) on the process to be used when scanning records and placing them in the corporate Electronic Document and Records Management System (EDRMS). Staff should review and understand this Policy prior to scanning documents for the EDRMS repository.
PRINCIPLES:	<ol style="list-style-type: none"> 1. The responsibility for proper scanning and placement of electronic records within the EDRMS resides with the staff member performing the task. 2. Staff must adhere to the related Procedure when performing scanning tasks in the normal course of business for the County. 3. The County Information Technology Services department will do its utmost to properly protect these electronic records utilizing business continuity planning and ensure they are stored securely on appropriate media and continually linked with their metadata until such time as they should be disposed of according to the approved Retention policies for the County. 4. The County’s minimum requirements for Digitized Records is 300 dpi and either a PDF-A or PDF. 5. Electronic records created in error can be removed. 6. All documents should be properly prepared for scanning 7. All records scanned into the EDRMS must be quality assessed 8. Scanned physical records will be kept for 6 months after scanning 9. All digitized records that have been scanned according to the referenced procedure will be considered the Official Record, once the physical copy is destroyed.

LEGISLATION: <input type="checkbox"/> Provincial Act(s) <input type="checkbox"/> Provincial Regulation(s)	Cross Reference:	Position Responsible for Policy: Council CAO
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Clearwater County
Policy HR-1001 – Effective June 1, 2019






<input type="checkbox"/> Council Resolution		
<input type="checkbox"/> Other		

Revision History

Version	Date of Change	Description



Request for Decision

SUBJECT: Proposed Date Change & Cancellation for Select Regular Council Meetings in August/November/December		
PRESENTATION DATE: July 9, 2019		
DEPARTMENT: Municipal	WRITTEN BY: Amber Williams, Admin. Assistant	REVIEWED BY: Djurdjica Tutic, Communications and Rick Emmons, CAO
BUDGET CONSIDERATIONS: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy MGA - Section 606 (2) (a)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/>  Economic Prosperity <input checked="" type="checkbox"/>  Governance Leadership <input type="checkbox"/>  Fiscal Responsibilities <input type="checkbox"/>  Environmental Stewardship <input type="checkbox"/>  Community Social Growth		
STAFF RECOMMENDATION:		
<ol style="list-style-type: none"> 1. That Council cancels the August 13, November 12, and December 24, 2019 Regular Council Meetings due to scheduling conflicts and directs staff to advertise the change. 2. That Council changes the date of the first Regular Council Meeting in November to November 5, 2019 and directs staff to advertise the change. 3. That Council adds Scheduled Cancellations of Regular Council Meetings and Mandatory Conferences to the 2019 Organizational Meeting Agenda. 		

BACKGROUND:

Last year, Council has opted to cancel one Regular Council Meeting over the summer holidays. This year, the request to cancel the August 13 Regular Council Meetings has been received by Administration.

As part of this process, the upcoming Rural Municipalities of Alberta (RMA) convention is scheduled November 12 through 15, 2019, which conflicts with the first Regular Council Meeting (November 12). Given that there are three weeks between the October 22 Regular Council Meeting and the first regularly scheduled meeting in November, Administration recommends Council reschedule its November 12 meeting to November 5.





As well, this year the second regular meeting in December is scheduled on December 24, which falls during the Christmas holiday schedule. Council has typically cancelled its second regular Council meeting in December, and staff recommends Council again follows this practice.

If Council supports these recommendations, the changes will be advertised as per policy and the MGA.

To aid in the efficiency of long-term scheduling, Administration recommends that Council address the year 2020 scheduled cancellations and mandatory conferences at the 2019 Organizational Meeting, and that scheduled cancellations and mandatory conferences be added to the Organizational Meeting Agenda every year thereafter.



REQUEST FOR DECISION

SUBJECT: Health & Safety Related Policies		
PRESENTATION DATE: July 9, 2019		
DEPARTMENT: Office of the CAO	WRITTEN BY: Janice Anderson, Manager, Human Resources Steve Maki, Health and Safety Supervisor	REVIEWED BY: Rick Emmons, CAO
BUDGET CONSIDERATIONS: <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Funded by Dept. <input type="checkbox"/> Reallocation		
LEGISLATIVE DIRECTION: <input type="checkbox"/> None <input checked="" type="checkbox"/> Provincial Legislation (cite) <input type="checkbox"/> County Bylaw or Policy (cite)		
COMMUNITY BUILDING PILLAR (check all that apply):		
<input type="checkbox"/>  Economic Prosperity <input checked="" type="checkbox"/>  Governance Leadership <input type="checkbox"/>  Fiscal Responsibilities <input type="checkbox"/>  Environmental Stewardship <input type="checkbox"/>  Community Social Growth		
ATTACHMENT(S):		
Policy HR-1005 with corresponding Procedures HR-1005-01P to HR-1005-04P Policy HS-2000 with corresponding Procedure HS-2000-01P		

STAFF RECOMMENDATION:

That Council reviews and approves the related Health & Safety policies.

BACKGROUND:

At their Regular Council Meeting on October 9, 2018, Council directed Administration to setup a workshop to review policies related to employment legislation, health and safety and work environment. Following the workshops scheduled in June 2019, Council had the opportunity to review the new format of current policies separated from the procedures and recommended amendments as attached.

Administration recommends that Council reviews and approves the Respectful Workplace Policy (HR-1005) and Commitment to Health & Safety Policy (HS-2000).

Policy No.	Policy Name	Corresponding Procedure No. <i>(for reference only)</i>	Corresponding Procedure Name <i>(for reference only)</i>
HR-1005	Respectful Workplace Policy	HR-1005-01P	Harassment/Sexual Harassment
		HR-1005-02P	Bullying
		HR-1005-03P	Workplace Violence
		HR-1005-04P	Domestic Violence
HS-2000	Commitment to Health & Safety Policy	HS-2000-01P	Employee Expectations for Health & Safety

	Respectful Workplace Policy	
	Category: Administration – Human Resources	
	Policy No. HR-1005	
	Corresponding Procedure No. HR-1005-01P to HR-1005-04P	
	Approved: July 9, 2019	Resolution No.: TBD
	Effective Date: July 9, 2019	Next Review Date: As needed
	Supersedes Policy No.	

POLICY STATEMENT:	<p>The County is committed to ensuring that the work environment for all employees, is free from discrimination, harassment, sexual harassment, bullying, workplace violence and exposure to domestic violence at the workplace. Employees are encouraged to report conduct or actions that are inappropriate and contrary to the intent of this policy or corresponding procedures.</p>
DEFINITIONS:	<p>Good Faith - Means a sincere belief or motive without any malice or the desire to be dishonest.</p> <p>Workplace - Refers to the County buildings, facilities, sites, roads, fields, offices, work spaces including any vehicle or mobile equipment used by an employee and locations visited by employees travelling on County-related business and locations of work based social gatherings. If an employee is being directed and paid to be at a place or function or is expected to be near a place or function, then it is considered a workplace for health and safety purposes.</p> <p>Protected Human Rights - Race, religious beliefs, colour, gender, gender identity, gender expression, sexual orientation, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, or family status of that person.</p> <p>Bullying - Is a repeated pattern of negative behavior aimed at a specific employee or a group of employees. Bullying may include physical abuse or the threat of physical abuse, but often causes psychological harm instead. Workplace bullying can involve discriminatory harassment behaviors.</p> <p>Harassment - Any conduct in the workplace that creates a work environment in which an employee may be threatened, intimidated, physical or verbally abused. It may be personal, discriminatory, or sexual in nature. It is conduct done by a person that should reasonably know that the action or behavior will cause offense or humiliation to an employee.</p> <p>Sexual Harassment - Any conduct in the workplace that creates a work environment in which an employee may be subject to unwanted sexual advances, requests for sexual favors, or other verbal or physical contact that is sexual in nature. Sexual harassment is gender discrimination.</p>


	<p>Workplace Violence - Means threatened, attempted or actual conduct by an employee that causes or is likely to cause physical injury, or a mental injury that results in a medically – diagnosed incapacity for an employee to work.</p> <p>Domestic Violence - Can include an employee experiencing physical abuse, psychological abuse, sexual abuse, or financial abuse from a domestic partner, which, could impact on the workplace. When the County is aware that an employee is or is likely to be exposed to domestic violence at the workplace, the County will take reasonable precautions to protect the employee and any of the employee’s co-workers likely to be affected.</p>
<p>PURPOSE:</p>	<p>The prevention of discrimination, harassment, sexual harassment, bullying, workplace violence, or exposure to domestic violence at the worksite starts with providing education and training to County employees as well as to design procedures which will:</p> <ol style="list-style-type: none"> a) Promote awareness; b) Encourage and support those employees to come forward with concerns; c) Assure there is no retaliation directed to any employee who comes forward with a complaint that is done in good faith; d) Ensure complaints are investigated; e) Ensure and respect an employee’s privacy as is practicable to do so while a complaint is investigated; f) Provide training; g) Review and evaluate policies, procedures, training and prevention programs on a regular basis.
<p>PRINCIPLES:</p>	<ol style="list-style-type: none"> 1) Acknowledgement that harassment, bullying and workplace violence incidents are workplace hazards; 2) Take reasonable actions to ensure the work environment is free from discrimination, harassment, bullying and workplace violence; 3) To provide procedures for reporting, investigating, and documenting incidents; 4) To take corrective action and proactive approaches; 5) To encourage employees to take personal and professional responsibility to contribute to a positive work culture; 6) To ensure the CAO does not fail to deal with allegations in the Procedures section, Council will direct the CAO appropriately. If the CAO fails to deal with the allegation[s], then Council will review as part of the CAO performance review.

<p>LEGISLATION:</p> <p><input checked="" type="checkbox"/> Provincial Act(s)</p> <p><input checked="" type="checkbox"/> Provincial Regulation(s)</p> <p><input type="checkbox"/> Council Resolution</p> <p><input type="checkbox"/> Other</p>	<p>Cross Reference:</p> <p>Occupational Health & Safety Act, Code and Regulations</p> <p>Alberta Human Rights</p>	<p>Position Responsible for Policy:</p> <p>Council</p> <p>CAO</p> <p>Leadership Management</p>
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Revision History

Version	Date of Change	Description
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2. July 2 2019 HR-1005 - Respectful Workplace Policy
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	<h2 style="text-align: center;">Harassment and Sexual Harassment Prevention Procedures</h2>	
	Category: Administration – Human Resources	
	Procedure No. HR-1005-01P	
	Cross reference Policy No. HR-1005	
	Approved: July 9, 2019	Resolution No.: TBD
	Effective Date: July 9, 2019	Review Date: As needed
	Supersedes Procedure No. Administrative Policies: 11 Discrimination Harassment [Effective date: January 11, 2000]	

OBJECTIVE:	<p>To provide information to Employees as to reporting a complaint about harassment and/or sexual harassment. The complaint may be about another employee, general public, contractor, or a person connected to the County or stakeholder with whom the County does business.</p>
DEFINITION:	<p>Protected Human Rights - An individual’s race, religious beliefs, colour, gender, gender identity, gender expression, sexual orientation, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, or family status of that person.</p> <p>Harassment - Any conduct in the workplace that creates a work environment in which an employee may be threatened, intimidated, physical or verbally abused. It may be personal, discriminatory, or sexual in nature. It is conduct done by a person that should reasonably know that the action or behavior will cause offense or humiliation to an employee.</p> <p>Sexual Harassment - Any conduct in the workplace that creates a work environment in which an employee may be subject to unwanted sexual advances, requests for sexual favors, or other verbal or physical contact that is sexual in nature. It is conduct done by a person that should reasonably know that the action or behavior will cause offense or humiliation to an employee. Sexual harassment is gender discrimination. It is illegal.</p> <p>Good Faith - Means a sincere belief or motive without any malice or the desire to be dishonest.</p> <p>Complainant - Is the employee who brings a complaint forward about an allegation of harassment and/or sexual harassment.</p> <p>Respondent - Is the employee who has been named in the complaint about an allegation of harassment and/or sexual harassment that occurred. An employee who has been accused of an allegation or complaint of harassment and/or sexual harassment has the right to know what the complaint is, who made the complaint, and to be able to respond to the complaint.</p>

PROCEDURE:**1. Types and examples of Harassment and Sexual Harassment that are not tolerated at the County**

Harassment is unwelcomed and unwanted behaviours that include, but are not limited to:

- a) Verbal or physical abuse, threats, derogatory remarks, jokes, innuendo, or taunts about an employee's appearance or beliefs, or any of the protected grounds of an employee's human rights: race, religious beliefs, colour, gender, gender identity, gender expression, sexual orientation, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, or family status.
- b) Favours or threats that affect the other person's employment or working conditions.
- c) The use display or distribution of pornographic, racist, or offensive images or texts.
- d) Practical jokes that result in awkwardness or embarrassment.
- e) Unwelcome invitations or requests that are explicit or indirect.
- f) Leering, intimidating or objectionable gestures.
- g) Condescending behavior that undermines self-confidence.
- h) Unwanted physical contact such as touching, patting, pinching, punching, or assault.

2. Examples that are not harassment or sexual harassment:

- a) When behaviours are consensual between people such as a social relationship, or humor that is consensual. The emphasis is on consensual: it may start out being consensual but may not remain as that. Employees cannot assume that they automatically have consent based on a previous example with that employee.
- b) For the County to require that health and safety take precedence over an individual's human rights for a bona fide occupational requirement.
- c) If the County is not able to change a policy, procedure, work assignment, or work-related request that cannot be reasonably accommodated.
- d) When a supervisor enforces workplace policies, procedures, and directives, provides constructive feedback, evaluates or measures performance, denies training or leave requests for good reason, imposes disciplinary action, dismisses, suspends, demotes or reprimands. An assertive management style is acceptable provided staff are treated with respect and dignity.

3. Employee Rights

- a) The County will not permit any retaliation made towards an employee who comes forward with a complaint in good faith;

- b) The employee may exercise their own rights to launch a complaint with the Alberta Human Rights Commission, within 12 [twelve] months of the alleged incident of harassment and/or sexual harassment.
- c) The employee may exercise their own rights to launch a complaint with Alberta Occupational Health & Safety, within 2 [two] years of the alleged incident of harassment and/or sexual harassment.
- d) The employee may launch a complaint with the RCMP if the sexual harassment is an assault incident.

4. Reporting Process – How to launch a complaint

- a) The preference is to provide a written complaint. However, the employee who wishes to launch a complaint may first seek information from:
 - 1. Manager, Human Resources, or,
 - 2. Supervisor, Health & Safety, or,
 - 3. Another employee in a supervisory capacity to provide support to the employee to seek information as per the above.
- b) Provide written information such as: what happened, when, who was there, who said what, what happened next, etc. Try to provide specific examples instead of generalities.
- c) The complaint may be sent to:
 - 1. A Director
 - 2. Supervisor, Health & Safety
 - 3. Manager, Human Resources Manager
 - 4. The Reeve / or a member of Council [only if the complaint is about the CAO].
- d) The County will determine if the investigation will be conducted internally, or a consultant hired externally.
- e) All staff are expected to cooperate fully in all investigations.
- f) All investigations and reports shall be treated confidentiality as much as possible to do so.
- g) A final report will be made to the CAO [except if the complaint is about the CAO, in which case the final report will be filed with all of Council]
- h) The final report will indicate, based on the investigation, if the complaint was founded, or if the complaint was unfounded, or if the complaint could not be substantiated based on available evidence.
- i) A Clearwater County employee who is found in contravention of this procedure will be subject to disciplinary action[s], up to and including termination of employment.

5. Investigation Process

Upon receipt of an allegation of wrongdoing, the designate contacted as per section 4 (c) above will:

- a) Date receipt of the allegation. Contact the Complainant at the complainant's contact information given to acknowledge receipt, and then to inquire about a face-to-face interview time/date. The Designated contact will inquire if the Complainant requires a temporary job re-assignment during the investigation process.
- b) After the Designated contact has initially met with the Complainant, a decision will be made as to whether or not the investigation will be dealt with internally [i.e. to determine an internal County employee to investigate the wrongdoing] or externally [i.e. to hire a consultant to investigate the wrongdoing].
- c) The Investigator cannot be the person to whom a final report will be provided to, with the decision-making power to act on the finding[s].
- d) If, in the opinion of the investigator, the investigation cannot proceed while the Respondent is on the physical property of the County, then, the Respondent may be suspended with pay during the investigation process.
- e) If the wrongdoing is one of criminal activity, illegal activity, or could endanger the physical health of an employee, the Designated contact will contact the RCMP.
- f) The investigation conducted will include face-to-face interviews with:
 - i. The Complainant
 - ii. The Respondent
 - iii. Any Witnesses
 - iv. Gathering of pertinent information to the allegation.
- g) The investigation will be conducted confidentially.
- h) The investigation will be concluded in a timely basis.
- i) The investigator will file a report to:
- j) The Reeve / or any member of Council, if the complaint was about the CAO;
 - i. The CAO, if the complaint was about any other senior leader, manager, supervisor, or any other employee of the County.
- k) The investigator's report, will include, at a minimum:
 - i. If the complaint was founded;
 - ii. If the complaint was unfounded;
 - iii. If the complaint cannot be determined to be founded or unfounded;
 - iv. Recommendations of corrective measures to be taken;
 - v. Recommendations of any disciplinary actions, up to and including dismissal of employment.
 - vi. If the CAO fails to deal with the allegation, Council will direct the CAO appropriately.

6. False Accusations and Complaints

	A person who submits a complaint in good faith, even if the complaint cannot be substantiated, has not violated this procedure. If however, an investigation into a complaint of discrimination results in a determination that the complaint was launched to be vengeful, frivolous, or malicious, or knowingly false, the complainant will be subject to appropriate discipline, up to and including termination of employment.
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X

Rick Emmons
Chief Administrative Officer

LEGISLATION: <input checked="" type="checkbox"/> Provincial Act(s) <input checked="" type="checkbox"/> Provincial Regulation(s) <input type="checkbox"/> Council Resolution <input type="checkbox"/> Other	Cross Reference: <ul style="list-style-type: none"> ○ Alberta Human Rights Legislation ○ Occupational Health and Safety Act, Code and Regulations 	Position Responsible for Procedure: CAO Leadership Management
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Revision History

Version	Date of Change	Description

	Bullying Prevention Procedures	
	Category: Administration – Human Resources	
	Procedure No. HR-1005-02P	
	Cross reference Policy No. HR-1005	
	Approved: July 9, 2019	Resolution No.: TBD
	Effective Date: July 9, 2019	Review Date: As needed
	Supersedes Procedure No.	

OBJECTIVE:	To provide information to Employees as to reporting a complaint about being bullied at the workplace.
DEFINITION:	<p>Protected Human Rights - An individual's race, religious beliefs, colour, gender, gender identity, gender expression, sexual orientation, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, or family status of that person.</p> <p>Workplace Bullying - Means a repeated pattern of negative behaviour aimed at a specific person or a group: a 'target'. Bullying may include physical abuse or the threat of abuse, but often causes psychological harm instead. Workplace bullying can involve discriminatory harassment behaviours. Bullying behaviours may involve rudeness, hostility and disrespect to the target; threats and intimidation, including the abuse of force, domination, social or physical power.</p> <p>Bullying may also include deliberate acts that interfere with the target's work. Bullies in the workplace can be managers, supervisors, colleagues, subordinates or the general public. Mobbing is negative behaviour taken on by a group to bully a target.</p> <p>Good Faith - Means a sincere belief or motive without any malice or the desire to be dishonest.</p> <p>Complainant - Is the employee who brings a complaint forward about an allegation of workplace bullying.</p> <p>Respondent - Is the employee who has been named in the complaint about an allegation of workplace bullying that occurred. An employee who has been accused of an allegation or complaint of workplace bullying has the right to know what the complaint is, who made the complaint, and to be able to respond to the complaint.</p>
PROCEDURE:	<p>1. Types and examples of Workplace Bullying that are not tolerated at the County</p> <p>These behaviours may include, but are not limited to:</p> <p>a) Spreading rumours and gossip about the person or group which is</p>

- negative;
- b) Making offensive jokes or comments about the person, verbally or in writing;
 - c) Using insults and put-downs, particularly within the presence of others;
 - d) Blaming, scolding, criticizing and belittling the person;
 - e) Excluding or isolating the person;
 - f) Intimidating a person by standing too close or making inappropriate gestures;
 - g) Making unreasonable demands, changing rules, setting impossible deadlines and interfering with work;
 - h) Playing practical jokes which cause awkwardness or embarrassment
 - i) Discounting achievements and taking credit for the person's ideas or work;
 - j) Disciplining or threatening job loss without reason;
 - k) Withholding or giving the incorrect information;
 - l) Taking away work or responsibility without cause or reason;
 - m) Blocking requests for training or leaves;
 - n) Using offensive language or yelling or screaming;
 - o) Pestering, spying, stalking, or tampering with personal belongings and equipment;
 - p) Physically abusing or threatening abuse.

2. Examples that are not bullying:

- a) When behaviours are consensual between people such as a social relationship, or humor that is consensual. The emphasis is on consensual: it may start out being consensual but may not remain as that. Employees cannot assume that they automatically have consent based on a previous example with that employee.
- b) For the County to require that health and safety take precedence over an individual's human rights for a bona fide occupational requirement.
- c) If the County is not able to change a policy, procedure, work assignment, or work-related request that cannot be reasonably accommodated.
- d) When a supervisor enforces workplace policies, procedures, and directives, provides constructive feedback, evaluates or measures performance, denies training or leave requests for good reason, imposes disciplinary action, dismisses, suspends, demotes or reprimands. An assertive management style is acceptable provided staff are treated with respect and dignity.

3. Employee Rights

- a) The County will not permit any retaliation made towards an employee who comes forward with a complaint in good faith;
- b) The employee may exercise their own rights to launch a complaint with Alberta Occupational Health & Safety, within 2 [two] years of the alleged incident of harassment and/or sexual harassment.

4. Preventive Actions – If you are being bullied

- a) Keep a factual journal of events. What is being said, how it is being said. The tone and volume of voice. Witnesses. Date[s]. Time[s].

- b) Avoid being alone with the bully. When you need to communicate with this person, stick to the facts, and stay calm. Walk away if you are being threatened, being scolded or are being personally put down.
- c) Stay connected with your co-workers. Don't let the bully isolate you.
- d) Resist the urge to retaliate. You could end up displaying bullying behaviour.
- e) Talk it over with someone you trust.
- f) Report it.

5. Preventive Actions – If you observe workplace bullying

- a) If you see bullying in progress go over and stand in plain sight. The bully will be aware that you are watching and the target will feel supported.
- b) Keep a factual record of what you observe and hear and the reaction by the target.
- c) Offer the person being bullied your support and encourage the person to report it.
- d) If you are asked to assist your colleague who is the target of bullying behaviour, then do so— cooperate in an investigation.
- e) If you are confident in doing so, confront the bully about the behaviour you witnessed.

6. Reporting Process – How to launch a complaint

- a) The preference is to provide a written complaint. However, the employee who wishes to launch a complaint may first seek information from:
 1. Manager, Human Resources, or,
 2. Supervisor, Health & Safety, or,
 3. Another employee in a supervisory capacity to provide support to the employee to seek information as per the above.
- b) Provide written information such as: what happened, when, who was there, who said what, what happened next, etc. Try to provide specific examples instead of generalities.
- c) The complaint may be sent to:
 1. A Director
 2. Supervisor, Health & Safety
 3. Manager, Human Resources Manager
 4. The Reeve [only if the complaint is about the CAO].
- d) The County will determine if the investigation will be conducted internally, or a consultant hired externally.
- e) All staff are expected to cooperate fully in all investigations.
- f) All investigations and reports shall be treated confidentiality as much as possible to do so.
- g) A final report will be made to the CAO [except if the complaint is about the CAO, in which case the final report will be filed with the Reeve]
- h) The final report will indicate, based on the investigation, if the complaint was founded, or if the complaint was unfounded, or if the complaint could not be substantiated based on available evidence.
- i) A Clearwater County employee who is found in contravention of this procedure will be subject to disciplinary action[s], up to and including termination of employment.

7. Investigation Process

Upon receipt of an allegation of wrongdoing, the designate contacted as per 6 a) above will:

- a) Date receipt of the allegation. Contact the Complainant at the complainant's contact information given to acknowledge receipt, and then to inquire about a face-to-face interview time/date. The Designated contact will inquire if the Complainant requires a temporary job re-assignment during the investigation process.
- b) After the Designated contact has initially met with the Complainant, a decision will be made as to whether or not the investigation will be dealt with internally [i.e. to determine an internal County employee to investigate the wrongdoing] or externally [i.e. to hire a consultant to investigate the wrongdoing].
- c) The Investigator cannot be the person to whom a final report will be provided to, with the decision-making power to act on the finding[s].
- d) If, in the opinion of the investigator, the investigation cannot proceed while the Respondent is on the physical property of the County, then, the Respondent may be suspended with pay during the investigation process.
- e) If the wrongdoing is one of criminal activity, illegal activity, or could endanger the physical health of an employee, the Designated contact will contact the RCMP.
- f) The investigation conducted will include face-to-face interviews with:
 - i. The Complainant
 - ii. The Respondent
 - iii. Any Witnesses
 - iv. Gathering of pertinent information to the allegation.
- g) The investigation will be conducted confidentially.
- h) The investigation will be concluded in a timely basis.
- i) The investigator will file a report to:
- j) The Reeve, if the complaint was about the CAO;
 - i. The CAO, if the complaint was about any other senior leader, manager, supervisor, or any other employee of the County.
- k) The investigator's report, will include, at a minimum:
 - i. If the complaint was founded;
 - ii. If the complaint was unfounded;
 - iii. If the complaint cannot be determined to be founded or unfounded;
 - iv. Recommendations of corrective measures to be taken;
 - v. Recommendations of any disciplinary actions, up to and including dismissal of employment.
 - vi. If the CAO fails to deal with the allegation, Council will direct the CAO appropriately.

8. False Accusations and Complaints

A person who submits a complaint in good faith, even if the complaint cannot be substantiated, has not violated this procedure. If however, an investigation into a complaint of discrimination results in a determination that the complaint was launched to be vengeful, frivolous, or malicious, or knowingly false, the complainant will be subject to appropriate discipline, up to and including termination of employment.


X

Rick Emmons
Chief Administrative Officer

LEGISLATION: <input type="checkbox"/> Provincial Act(s) <input type="checkbox"/> Provincial Regulation(s) <input type="checkbox"/> Council Resolution <input type="checkbox"/> Other	Cross Reference: <ul style="list-style-type: none"> ○ Occupational Health and Safety Act, Code and Regulations 	Position Responsible for Procedure: CAO Leadership Management
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Revision History

Version	Date of Change	Description

	Workplace Violence Prevention Procedures	
	Category: Administration – Human Resources	
	Procedure No. HR-1005-03P	
	Cross reference Policy No. HR-1005	
	Approved: July 9, 2019	Resolution No.: TBD
	Effective Date: July 9, 2019	Review Date: As needed
	Supersedes Procedure No.	

OBJECTIVE:	To provide information to Employees as to reporting a complaint about workplace violence. Workplace Violence are behaviors that can include physical or psychological injury or harm.
DEFINITION:	<p>Protected Human Rights - An individual’s race, religious beliefs, colour, gender, gender identity, gender expression, sexual orientation, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, or family status of that person.</p> <p>Workplace - refers to County buildings, facilities, sites, roads, fields, office, work spaces including any vehicle or mobile equipment used by an employee and locations visited by employees traveling on County-related business and locations of work-based social gatherings. If an employee is being directed and paid to be at a place or function or is expected to be near a place or function then it is considered a workplace for health and safety purposes.</p> <p>Workplace Violence - means threatened, attempted or actual conduct by a person that causes or is likely to cause physical injury or, a mental injury that results in a medically-diagnosed incapacity for that person to work.</p> <p>Good Faith - Means a sincere belief or motive without any malice or the desire to be dishonest.</p> <p>Complainant - Is the employee who brings a complaint forward about an allegation of workplace violence.</p> <p>Respondent - Is the employee who has been named in the complaint about an allegation of workplace violence that occurred. An employee who has been accused of an allegation or complaint of workplace violence has the right to know what the complaint is, who made the complaint, and to be able to respond to the complaint.</p>
PROCEDURE:	<ol style="list-style-type: none"> 1. Workplace Violence is any action or threat of physical violence, harassment, bullying, intimidation or other threatening behavior at the work site. It can range from threats and verbal abuse to physical assault and homicide, or criminal activity occurring at a work site. 2. It can affect and impact or involve employees, contractors, clients, Council, customers, ratepayers and the general public who experience acts or threats at the County’s workplace.

2. Examples that are not workplace violence:

- i) For the County to require that health and safety take precedence over an individual's human rights for a bona fide occupational requirement.
- ii) If the County is not able to change a policy, procedure, work assignment, or work-related request that cannot be reasonably accommodated.
- iii) When a supervisor enforces workplace policies, procedures, and directives, provides constructive feedback, evaluates or measures performance, denies training or leave requests for good reason, imposes disciplinary action, dismisses, suspends, demotes or reprimands. An assertive management style is acceptable provided staff are treated with respect and dignity.

3. Employee Rights

- i) The County will not permit any retaliation made towards an employee who comes forward with a complaint in good faith;
- ii) The employee may exercise their own rights to launch a complaint with Alberta Occupational Health & Safety, within 2 [two] years of the alleged incident of workplace violence.

4. Reporting Process – How to launch a complaint

- a) The preference is to provide a written complaint. However, the employee who wishes to launch a complaint may first seek information from:
 - 1. Manager, Human Resources, or,
 - 2. Supervisor, Health & Safety, or,
 - 3. Another employee in a supervisory capacity to provide support to the employee to seek information as per the above.
- b) Provide written information such as: what happened, when, who was there, who said what, what happened next, etc. Try to provide specific examples instead of generalities.
- c) The complaint may be sent to:
 - 1. A Director
 - 2. Supervisor, Health & Safety
 - 3. Manager, Human Resources Manager
 - 4. The Reeve / or member of Council [only if the complaint is about the CAO].
- d) The County will determine if the investigation will be conducted internally, or a consultant hired externally.
- e) All staff are expected to cooperate fully in all investigations.
- f) All investigations and reports shall be treated confidentiality as much as possible to do so.
- g) A final report will be made to the CAO [except if the complaint is about the CAO, in which case the final report will be filed with all of Council]

- h)** The final report will indicate, based on the investigation, if the complaint was founded, or if the complaint was unfounded, or if the complaint could not be substantiated based on available evidence.
- i)** A Clearwater County employee who is found in contravention of this procedure will be subject to disciplinary action[s], up to and including termination of employment.

4. Investigation Process

Upon receipt of an allegation of wrongdoing, the designate contacted as per section 3 (c) above will:

- a)** Date receipt of the allegation. Contact the Complainant at the complainant's contact information given to acknowledge receipt, and then to inquire about a face-to-face interview time/date. The Designated contact will inquire if the Complainant requires a temporary job re-assignment during the investigation process.
- b)** After the Designated contact has initially met with the Complainant, a decision will be made as to whether or not the investigation will be dealt with internally [i.e. to determine an internal County employee to investigate the wrongdoing] or externally [i.e. to hire a consultant to investigate the wrongdoing].
- c)** The Investigator cannot be the person to whom a final report will be provided to, with the decision-making power to act on the finding[s].
- d)** If, in the opinion of the investigator, the investigation cannot proceed while the Respondent is on the physical property of the County, then, the Respondent may be suspended with pay during the investigation process.
- e)** If the wrongdoing is one of criminal activity, illegal activity, or could endanger the physical health of an employee, the Designated contact will contact the RCMP.
- f)** The investigation conducted will include face-to-face interviews with:
 - i. The Complainant
 - ii. The Respondent
 - iii. Any Witnesses
 - iv. Gathering of pertinent information to the allegation.
- g)** The investigation will be conducted confidentially.
- h)** The investigation will be concluded in a timely basis.
- i)** The investigator will file a report to:
- j)** The Reeve / all of Council, if the complaint was about the CAO;
 - i. The CAO, if the complaint was about any other senior leader, manager, supervisor, or any other employee of the County.
- k)** The investigator's report, will include, at a minimum:
 - i. If the complaint was founded;
 - ii. If the complaint was unfounded;

- iii. If the complaint cannot be determined to be founded or unfounded;
- iv. Recommendations of corrective measures to be taken;
- v. Recommendations of any disciplinary actions, up to and including dismissal of employment.

5. False Accusations and Complaints

A person who submits a complaint in good faith, even if the complaint cannot be substantiated, has not violated this procedure. If however, an investigation into a complaint of discrimination results in a determination that the complaint was launched to be vengeful, frivolous, or malicious, or knowingly false, the complainant will be subject to appropriate discipline, up to and including termination of employment.

Preventive Actions:

1. General Safety in the Workplace

- a) Deal with the public, your co-workers, and other County staff in a fair and professional manner and be respectful of others.
- b) Consider your work area and how you would escape from that area if you were being threatened: plan your escape route: whether it is from a desk or office area or your vehicle if you are travelling on behalf of County business.
- c) If you are anticipating meeting with a difficult person in an office setting, let others know in advance so they can keep a check or to be nearby to assist you. Keep your door open.
- d) Consider your personal space: try to keep at least two arms' length distance from another person.
- e) Be cognizant of how you are communicating your behavior to others [body language, tone and volume of voice].
- f) On the road, encourage the other person to stay in their vehicle if you have pulled over.
- g) Don't play any of your body inside the window of their vehicle or stand directly in front of their vehicle door.
- h) Position your vehicle to exist a field site, to drive forward and away from the potential violent situation.
- i) Know your exit or egress.

2. Dealing with Threatening Phone Calls:

- a) Listen for verbal cues or other background noise.
- b) Be calm and courteous.
- c) Stop verbal abuse from the public by not reacting and draw the line: 'I can't help you as long as you continue to use that kind of language. If you continue, I will hang up'. Then follow through.
- d) If the person who has been abusive on the phone, calls you back, or if the situation continues to escalate while on the phone, then:
 - o Do not interrupt the caller.
 - o Obtain as much information as possible.
 - o Make notes, or record both sides of the conversation.
 - o Note the time[s].

- Contact the RCMP with the information you gathered.
- Report the incident to your supervisor and to the Supervisor, Health & Safety. File an incident report.

3. Dealing with an Angry or Potentially Violent Person:

- a) Stay calm.
- b) Listen carefully.
- c) Empathize with the customer. Acknowledge their feelings. Indicate you understand that they are upset.
- d) Identify the problems: ask questions.
- e) Keep your tone and volume of voice at an even keel.
- f) Speak slowly.
- g) If you are in an office, position yourself so your exit is not blocked.
- h) Keep a physical distance, 1-2 metres, from that person.
- i) Be in the same physical level: if they are sitting, then you should sit. If they are standing, then you should stand.
- j) Avoid challenging them, don't wave your hands, or point a finger at them.
- k) Do not make sudden movements.
- l) Do not fight.
- m) Call 9-1-1 if the situation escalates or you feel threatened.
- n) Report the incident to your immediate supervisor and to the Supervisor, Health & Safety.
- o) File an incident report.

4. Ending a Potentially Abusive Interaction:

- a) Politely tell the person that you do not like the tone of the voice they are using, that you will not accept being treated abusively, and they will have to leave the County building, or, you are leaving the office.
- b) Call 9-1-1, or if others are in your visual vicinity call out to them to call 9-1-1.
- c) Contact your supervisor and the Supervisor, Health & Safety.
- d) File an incident report.

5. Responding to a Physical Attack:

Prepare yourself mentally before an event. Practice your responses. Take a self-defense course.

If you are Attacked:

- a) Make a scene, yell or scream loudly. Shout: STOP, FIRE, or HELP.
- b) If you are being pulled or dragged, fall to the ground and roll.
- c) Give bystanders instructions to help you: For example: 'You, in the yellow shirt, call the police!'
- d) If someone grabs your purse or other belongings, do not resist. Throw the object to the ground, several feet away and run in the opposite direction.
- e) Do not chase someone who has stolen an object from you.
- f) Run to a safe place and call the police immediately.
- g) Report the incident to your supervisor and to the Supervisor, Health & Safety.
- h) File an incident report.

6. Working Off-site from County buildings:

You need to exercise extra caution. You may require extra training to avoid violence by using conflict resolution and mediation tactics.

- a) Ensure you have access to a cell phone.
- b) Use an established check-in procedure [i.e. Working Alone Safely].
- c) Prepare a daily work plan so that others know where and when you are expected somewhere.
- d) Be alert and make mental notes of your surroundings.
- e) Use the buddy system, or regular check-in if you feel your personal safety is at risk.
- f) Disclose your feelings of discomfort or apprehension to your supervisor.
- g) Do not enter any situation or location if you feel threatened or unsafe.
- h) Carry a hand-held alarm device.

7. Working in an Unfamiliar Work Site:

- a) Plan an escape route.
- b) Mentally rehearse what you will do if a member of the public appears and becomes aggressive or hostile.
- c) Maintain a reactionary gap between you and a stranger to you: keep out of reach [arm length, kicking length].
- d) Leave the site if the stranger appears to be intoxicated, under the influence of drugs, emotionally disturbed or threatening.
- e) Do not turn your back on the person as you are leaving.
- f) Report the incident to your supervisor and to the Supervisor, Health & Safety.
- g) File an incident report.

X


Rick Emmons
Chief Administrative Officer

<p>LEGISLATION:</p> <input checked="" type="checkbox"/> Provincial Act(s) <input checked="" type="checkbox"/> Provincial Regulation(s) <input type="checkbox"/> Council Resolution <input type="checkbox"/> Other	<p>Cross Reference:</p> <ul style="list-style-type: none"> o Occupational Health and Safety Act, Code and Regulations 	<p>Position Responsible for Procedure:</p> <p>CAO Leadership Management</p>
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Revision History

5. July 2 2019 HR-1005-03P - Workplace Violence Prevention Procedure
Page 6 of 7

Version	Date of Change	Description

	<h2 style="text-align: center;">Domestic Violence Prevention Procedures at the Workplace</h2>	
	Category: Administration – Human Resources	
	Procedure No. HR – 1005 – 04P	
	Cross reference Policy No. HR 1005	
	Approved: July 9, 2019	Resolution No.: TBD
	Effective Date: July 9, 2019	Review Date: As needed.
	Supersedes Procedure No.	

<p>OBJECTIVE:</p>	<p>To provide information to Employees who may be experiencing domestic violence that could expose that employee or the employee’s co-workers to a threat that could occur at the County workplace.</p> <p>To provide information to managerial and supervisory staff for supportive actions to be taken to assist an employee who discloses that he or she may be threatened at work by a domestic partner.</p> <p>To provide information to colleagues and supervisory staff if they suspect a County employee may be the perpetrator of domestic violence.</p>
<p>DEFINITION:</p>	<p>Workplace - refers to County buildings, facilities, sites, roads, fields, office, work spaces including any vehicle or mobile equipment used by an employee and locations visited by employees traveling on County-related business and locations of work-based social gatherings. If an employee is being directed and paid to be at a place or function or is expected to be near a place or function then it is considered a workplace for health and safety purposes.</p> <p>Physical Abuse - is meant to cause pain, injury and fear. Physical abuse could include, but is not limited to hitting, hair pulling, biting, kicking, pushing, choking, burning, punching, shaking actions. Physical abuse can also include preventing someone from leaving or preventing someone from seeking medical help.</p> <p>Psychological Abuse - Is meant to cause emotional pain, injury and fear. Psychological abuse could include, but is not limited to name-calling, put-downs, and intimidating behaviors. It can also include tactics such as stalking, harassing, and threatening to harm, or harming people, family pets, and property.</p> <p>Sexual Abuse - Is forcing someone to kiss, touch or be intimate with them, or forcing them to look at sexual pictures or photos, making sexualized jokes and comments. Sexual abuse occurs if the person feels unsafe, unwanted, humiliated or injured due to inflicted pain.</p> <p>Financial Abuse - Is meant to control another person by using or taking money from someone without their permission, spending recklessly without the other person’s consent, selling or giving up possessions at home, forcing a person to pay for something they do not want.</p>

	<p>Domestic Partners - Can include opposite gender or same gender intimate relationships which can be:</p> <ul style="list-style-type: none"> • Current or former dating relationship • Current or former common-law relationship • Current or former married relationship <p>Domestic Violence - Can include an employee experiencing physical abuse, psychological abuse, sexual abuse, or financial abuse from a domestic partner, which, could impact on the workplace. When the County is aware that an employee is or is likely to be exposed to domestic violence at the workplace, the County will take reasonable precautions to protect the employee and any of the employee's co-workers likely to be affected.</p>
<p>PROCEDURE:</p>	<p>1. Signs or Behaviors that an Employee may be a victim of Domestic Violence</p> <p>These are not comprehensive, and supervisory staff should not jump to conclusions, but to be mindful and conscious of an employee who is coming to work:</p> <ul style="list-style-type: none"> • With scratches, bruises, black eyes, broken bones being explained away as a fall, clumsiness, or an accident; • Wearing clothing inappropriate for the season to cover-up bruises; • Increased and persistent texting or phone calls at work to the employee by the employee's domestic partner; • Disruptive visits to the workplace by the employee's domestic partner and/or making abusive or disrespectful comments about that employee within ear shot of the employee's co-workers; • Increased absenteeism or being late for work; • Expressing anxiety, fear, emotional distress about having to go home after work; • Being withdrawn from others, when the person is usually the opposite. <p>2. Signs or Behaviors that an Employee may be a perpetrator of Domestic Violence</p> <p>These are not comprehensive, and supervisory staff should not jump to conclusions, but to be mindful and conscious of an employee at work who may:</p> <ul style="list-style-type: none"> • Come to work with repeated scratches/bite marks/bruised knuckles/injuries to wrists and forearms [inflicted from victim in self-defense]; • Expressing rage and anger, blaming their partner/ex-partner and indicating threats about and towards the person; • Expressing unusual possessiveness and control about their partner/ex-partner; • Suggesting or requesting help from co-workers to assist in stalking or following the person's partner/ex-partner after hours, or during lunch time, particularly in County vehicle[s]; • Noticeable on-going texting messaging or calling a partner/ex-partner during extended periods of work time;

- Being late to work/absences from work without any explanation.

3. Employee/Co-worker/Supervisory responsibilities

The County recognizes that it is difficult and challenging for some employees to discuss their domestic relationships, particularly if they are experiencing domestic violence at home. The goal and obligation of the County, however, is to protect an employee from domestic violence that could occur at the workplace, and, to protect the employee's co-workers.

- If you are an employee, please approach a co-worker or supervisory staff member to ask for assistance. You may bring this to the attention of the Supervisor, Health & Safety, and/or Manager, Human Resources. Your co-worker or the supervisor you sought assistance from may accompany you to this meeting.
- If you are a co-worker or supervisor and you suspect an employee is experiencing domestic violence, please approach the employee in private and ask if they require assistance. Or, you may contact the Supervisor, Health & Safety, and/or Manager, Human Resources.
- If you are a co-worker or supervisor and you suspect an employee may be initiating domestic violence against a partner/ex-partner, please contact the Supervisor, Health & Safety, and/or Manager, Human Resources. The County must ensure that County vehicles/equipment are not being used in a manner that could involve domestic violence at a worksite where the employee's partner/ex-partner work.

4. Availability of Supports and Resources:

The County will provide support to an employee who may be experiencing domestic violence in terms of the following:

- Providing time off. This may be initiated by the employee. An unpaid, job protected leave of absence, Domestic Violence Leave of Absence is available to an employee, which is up to 10 [ten] days for such purposes as:
 - Seeking medical attention [for self or the employee's dependent children];
 - Seeking services from a victim services organization;
 - To receive psychological or professional counselling;
 - To temporarily relocate their residence;
 - To seek legal or assistance from law enforcement;
 - To attend civil or court proceedings related to or resulting from the domestic violence.
- Information to the County's applicable benefit resources [eg. Employee Assistance Program, domestic violence victim resource information].
- Temporary transfer to another work site to reduce the public access for that employee by a domestic partner during working hours.

Preventive Actions:

When the County is made aware of an employee experiencing domestic violence that could impact the workplace, then the appropriate County

	<p>staff will develop a preventive program to:</p> <ul style="list-style-type: none"> a. Restrict public access for the employee who may be a victim of domestic violence; b. Ensure a supervisor or co-worker is within visible access to that employee during work hours; c. Ensure co-workers have a description of the employee's domestic partner in order to call the RCMP if that domestic partner does come to the workplace. <p>When the County is made aware that an employee may be a perpetrator of domestic violence that could impact on the workplace of the employee's partner/ex-partner, then the following options will be considered:</p> <ul style="list-style-type: none"> i. Direct them to available resources [eg. Employee Assistance Program]; ii. Temporarily suspend privileges for use of County equipment or vehicles particularly if they may be used to perpetuate the threat of domestic violence activities; iii. Provide time off to the employee to seek help; iv. If the employee is accused of serious misconduct and/or criminal offences committed during work hours they may be subject to disciplinary action up to and including dismissal.
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Rick Emmons
Chief Administrative Officer

<p>LEGISLATION:</p> <p><input checked="" type="checkbox"/> Provincial Act(s)</p> <p><input checked="" type="checkbox"/> Provincial Regulation(s)</p> <p><input type="checkbox"/> Council Resolution</p> <p><input type="checkbox"/> Other</p>	<p>Cross Reference:</p> <ul style="list-style-type: none"> o Occupational Health and Safety Act, Code and Regulations 	<p>Position Responsible for Procedure:</p> <p>CAO Leadership Management</p>
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Revision History

Version	Date of Change	Description



Commitment to Health & Safety Policy

Category: Administration – Health & Safety

Policy No. HS 2000

Corresponding Procedure No. HS 2000 – 01P

Approved: July 9, 2019

Resolution No.: TBD

Effective Date: July 9, 2019

Next Review Date: As needed

Supersedes Policy No.

POLICY STATEMENT:

The personal health and safety of each employee of this County is of primary importance. The prevention of occupationally induced injuries and illness is of such consequence that it will be given priority over operating productivity where necessary. To the greatest degree possible, management & Council will provide all mechanical, physical facilities, and equipment required for personal safety and health in keeping with the highest standards.

PURPOSE:

The County will maintain a health and safety program that conforms to the best practices of municipalities and Occupational Health and Safety legislation. To be successful, a program starts with proper attitudes toward injury and illness prevention on the part of Council, management, supervisors and employees. It also requires cooperation in all health and safety matters, not only between supervisors and employees, but also each employee and their co-workers. Our objective is a health and safety program that will reduce the number of injuries and illnesses to zero incidents and injuries.

PRINCIPLES:

Our health and safety program will involve:

- Adhering to all Provincial and Federal regulations.
- Providing mechanical and physical safeguards to the maximum extent possible.
- Conducting a program of safety and health inspections in order to find and eliminate any unsafe working conditions and practices, to control health hazards, and to comply fully with the safety and health standards for every job.
- Training all employees in good safety and health practices.
- Providing necessary personal protective equipment and instruction for its use and care.
- Developing and enforcing safety and health rules, and requiring all employees to cooperate with these rules as a condition of employment.
- Investigating every accident, promptly and thoroughly, to find out what caused it and to correct the problem so that it will not happen again.

We recognize that the responsibilities for health and safety are shared and that:


- The employer accepts the responsibility to provide a safe work environment and to provide adequate safety training to its workers.
- Employees are responsible for their own safety and that of their co-workers. It is their duty to halt and or remedy all unsafe work practices until that work can resume safely.

The safety information in this policy does not take precedence over OHS regulations. All employees should be familiar with the OHS regulations as they relate to each of their duties.
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LEGISLATION: <input checked="" type="checkbox"/> Provincial Act(s) <input checked="" type="checkbox"/> Provincial Regulation(s) <input type="checkbox"/> Council Resolution <input type="checkbox"/> Other	Cross Reference: Occupational Health and Safety Act, Regulations and Code,	Position Responsible for Policy: Council CAO Leadership management
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Revision History

Version	Date of Change	Description

	<h2 style="text-align: center;">Employee Expectations for Health & Safety Procedure</h2>	
	Category: Administration – Health & Safety	
	Procedure No. HS-2000-01P	
	Cross reference Policy No. HS-2000	
	Approved: July 9, 2019	Resolution No.: TBD
	Effective Date: July 9, 2019	Review Date: As needed
	Supersedes Procedure No.	

OBJECTIVE:	<p>The County’s Health & Safety program and occupational health and safety legislation is a key part of every Employee’s daily work life. All Employees will comply with all provisions of the County’s Health & Safety Manual and associated legislation.</p>
PROCEDURE:	<p>Employee Expectations for Health & Safety</p> <p>1. General Requirements:</p> <ol style="list-style-type: none"> a) All new staff will receive a Health & Safety Orientation. b) Employees shall consider safety and risk management at all times in the performance of their duties. c) Employees shall not be impaired [through the use of medicinal, prescription or recreational substances] immediately before coming to work or during work hours. d) Employees shall not participate in any behaviors or conduct that is contrary to discrimination, harassment, sexual harassment, bullying, or workplace violence regulations and procedures. e) Employees are required to report incidents. <p>2. Reporting Accidents on the job/WCB</p> <p>All employees of the County are covered under the Workers’ Compensation Act of Alberta [W.C.B.]. Workplace injuries are to be reported as soon as possible. Payroll will assist in completing the compensation section of the Employer’s Report of Accident or Injury.</p> <p>WCB will determine if an employee is eligible for compensation due to lost-time because of a workplace accident or injury. Clearwater County practice, pending WCB approval to compensate an employee is as follows:</p> <ol style="list-style-type: none"> a) Permanent/Regular staff: Will remain on Clearwater County payroll and receive regular pay to a maximum of 12 [twelve] months or upon the employee’s medical clearance to return to work, whichever occurs first. If an employee is unable to return to work after 12 [twelve] months then

the County will notify WCB to advise that the employee is no longer on the County payroll and for WCB to compensate that person directly, which will then be considered as a leave of absence without pay from the County.

- b) Wage/Seasonal/Temporary staff: Will be inactivated from Clearwater County payroll and receive compensation directly from WCB. Any return to work approved by WCB must fall within the original timeframe contemplated for that wage/seasonal/temporary hire as these particular jobs are subject to annual budget approval for a particular time period.

3. Modified Work

Modified Work is available and will be offered by the County to employees that have restrictions in place due to a work injury approved by WCB medical documentation

4. First Aid/Emergency Management Training

All permanent employees are encouraged to acquire and maintain first aid training.

All permanent employees are encouraged and required to attain and maintain basic training in emergency management and Incident Command System (ICS-100) as a minimum.

4. Safety Footwear/Safety Equipment

- a) The County will reimburse all permanent staff required to wear, Canadian Standards Association (CSA), approved safety footwear, up to a maximum of \$150.00, per year. The employee must first seek pre-approval from the Director, prior to purchasing safety boots.

- b) Temporary or Casual staff that are required to wear approved safety footwear will be reimbursed up to a maximum of \$150.00 per year, providing that they complete 30 days of employment with the County unless otherwise approved by their respective Director.

The County will provide all other safety equipment to employees as the Director considers necessary.

5. Drivers' Abstracts

After an employee has been hired by the County, and should the County require an updated Drivers' Abstract for that employee, then, the County will be responsible for the expense to receive the update.

X

Rick Emmons
Chief Administrative Officer

LEGISLATION: <input checked="" type="checkbox"/> Provincial Act(s) <input checked="" type="checkbox"/> Provincial Regulation(s) <input type="checkbox"/> Council Resolution <input checked="" type="checkbox"/> Other	Cross Reference: <ul style="list-style-type: none">○ Occupational Health and Safety Act, Code and Regulations○ Workers Compensation Act○ Health & Safety Manual	Position Responsible for Procedure: CAO Leadership Management
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Revision History

Version	Date of Change	Description