



TRI COUNCIL MEETING
Town of Rocky Mountain House,
Clearwater County,
Village of Caroline
Agenda
Monday, September 10, 2018
9:00 AM

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1. CALL TO ORDER

2. ADOPTION OF AGENDA

3. ITEMS

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- 3.2** Becoming one Municipality (TRMH) 22
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- 3.4** Tourism Random Camping Issues-Waste, Sewer, Garbage. (Village of Caroline)
- 3.5** Clearwater County Wastewater Systems Review and Needs Assessment. 52 - 53
(Clearwater County).
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- 3.6** Waste Reduction Strategy (TRMH) 54 - 126
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- 3.7** Regional Economic Development Officer and Regional Subdivision Development Appeal Board. (Village of Caroline).
- 3.8** Invitation to Tour Olds Fibre Ltd. (O-NET) Operations Centre (Clearwater County) 127
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4. INFORMATION ITEMS

- 4.1** Tri Council Minutes of October 17, 2016.
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5. OTHER

6. ADJOURNMENT

Tri-Council Agenda Item

Project: Stronger Together Agreement and Community Vision	
Presentation Date: September 10, 2018	
Author: Rick Emmons, CAO	Municipality: Clearwater County
Legislation: <input checked="" type="checkbox"/> Municipal Government Act s. 708.28	
Recommendation: <ol style="list-style-type: none"> 1. That Councils review the 2013 Stronger Together Agreement, receives as information or re-endorse the agreement. 2. That Councils discuss future vision for community. 	
Attachments: Stronger Together Agreement 2013 Stronger Together Framework	

Background:

The Town of Rocky Mountain House, the Village of Caroline and Clearwater County have a long history of intermunicipal collaboration, and in 2015 were provincially recognized for this partnership with receipt of the Minister’s Award for Municipal Excellence.

As this is the first opportunity all three Councils have met as a whole, attached to this agenda item is the *Stronger Together* agreement and framework document which was developed by Councils five years ago. This intermunicipal collaboration initiative was intended to: create opportunities for new partnerships, create efficiencies for the provision of municipal programs and services, enhance existing partnerships and resolve matters of mutual interest.

As part of the *Stronger Together* agreement, an Intermunicipal Collaboration Committee (ICC) was created, that is intended to discuss issues of regional municipal significance. The ICC has not met since 2016.

Stronger Together was funded by Collaborative Governance Initiative (CGI) and Alberta Community Partnership (ACP) grants from the Province of Alberta, which were intended for municipalities to map out a framework for collaboration. This preceded the new Municipal Government Act amendments that have legislated collaboration through the requirement for Intermunicipal Collaboration Framework (ICF) development (MGA s.708.28).



STRONGER TOGETHER

Building Opportunities for Our Future

Rocky Mountain House – Clearwater – Caroline

AN INTERMUNICIPAL
COLLABORATION FRAMEWORK

September 13, 2013



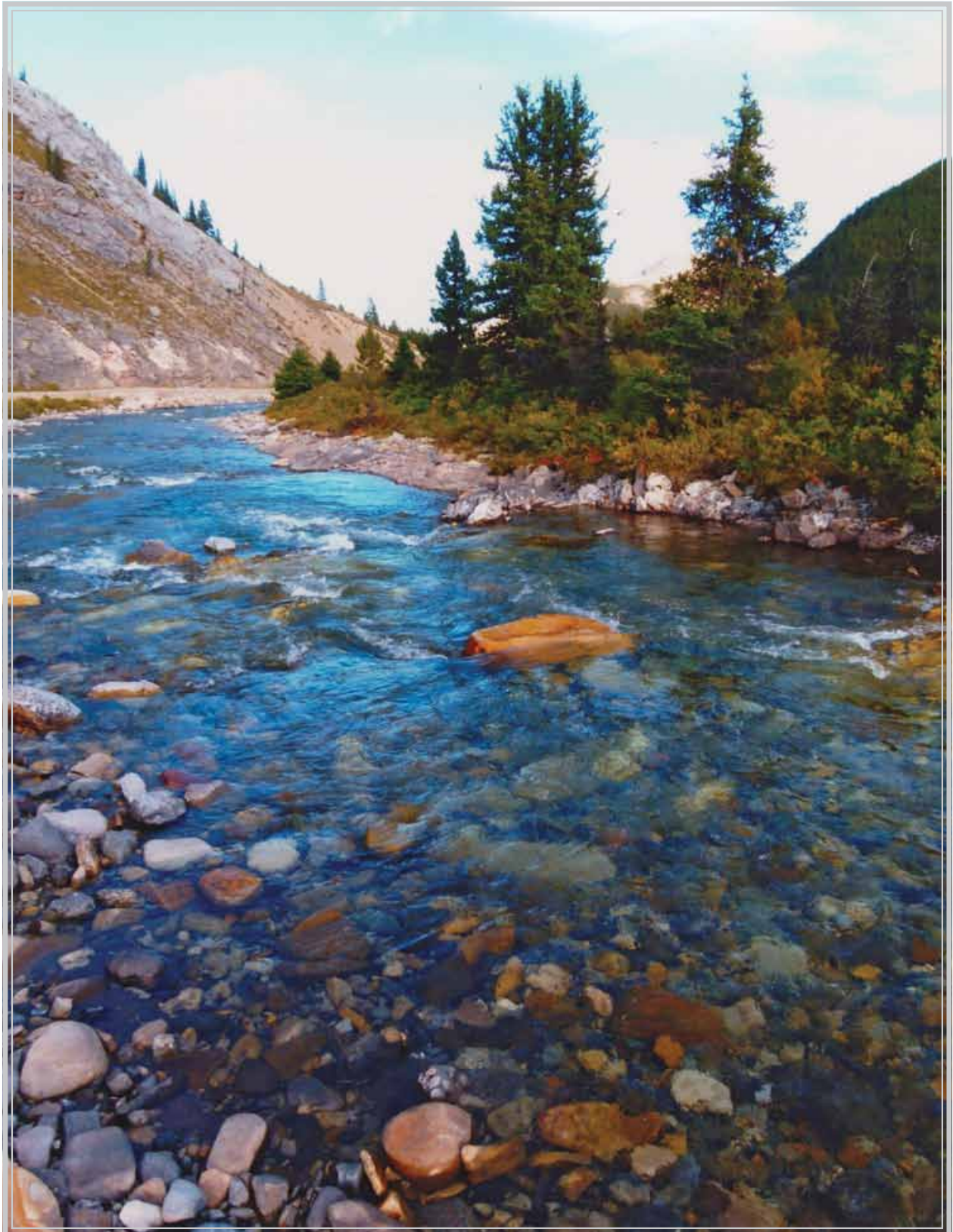
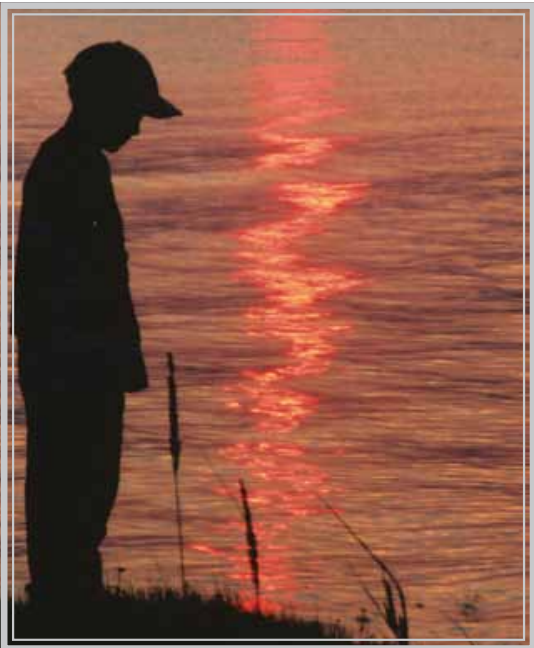




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*Building Opportunities
for our future.*





Collaborative Leaders

The municipalities of Clearwater County, Village of Caroline and Town of Rocky Mountain House are bonded together in a regional context. All have distinct municipal characteristics according to their land base, population and services. However, these distinctions do not mean they work in isolation of each other. On the contrary it is these same individual characteristics that inherently link them into a healthy and viable region.

The region's geography is described as being a large landmass with a relatively small population that is somewhat secluded from the Alberta urban centers on the Queen Elizabeth II corridor. This physical situation has been a catalyst to these municipalities establishing bonds and linkages with their neighbours ahead of other regions in the province. While others in Alberta have become polarized and competitive the Rocky Mountain House-Clearwater-Caroline Region has established a reputation for working together and maintaining a good relationship. This leadership has been illustrated through many positive joint initiatives such as:

- Progressive Recreation Agreements
- Regional Fire Agreements
- Solid Waste Management
- Physician Retention Initiative
- Sharing public works equipment/knowledge between the municipalities

These services have largely been developed on a service-by-service basis as need arose and some benefit could be seen for the municipalities involved. In the past this approach has for the most part worked well and is a good foundation for expanding the level of collaboration. In 2004 the three municipalities experimented with devel-

oping a regional outlook through the creation of the CRC Partnership. This experience was useful in influencing the current collaborative efforts by emphasizing the need for clear protocols and guidelines to support the efforts of the municipalities.

Most people understand increasing the level of collaboration as an ability to provide an increased number and level of services to people in the region. However, while some services can possibly be provided solely in a single municipality the increased opportunity in working together is also recognized in increased economies of scale, sustainability of some services, quality of services and efficiency in delivery. In other words dovetailing the individual characteristics of the municipalities creates expanded resources and advances quality of life opportunities to the people in the region. The image of "one community governed by three Councils" describes the concept being proposed.

This regional community includes the residents and businesses of Rocky Mountain House-Clearwater-Caroline. This community will need to be informed and educated about the importance of regional initiatives and the benefits they will derive from this governance framework.

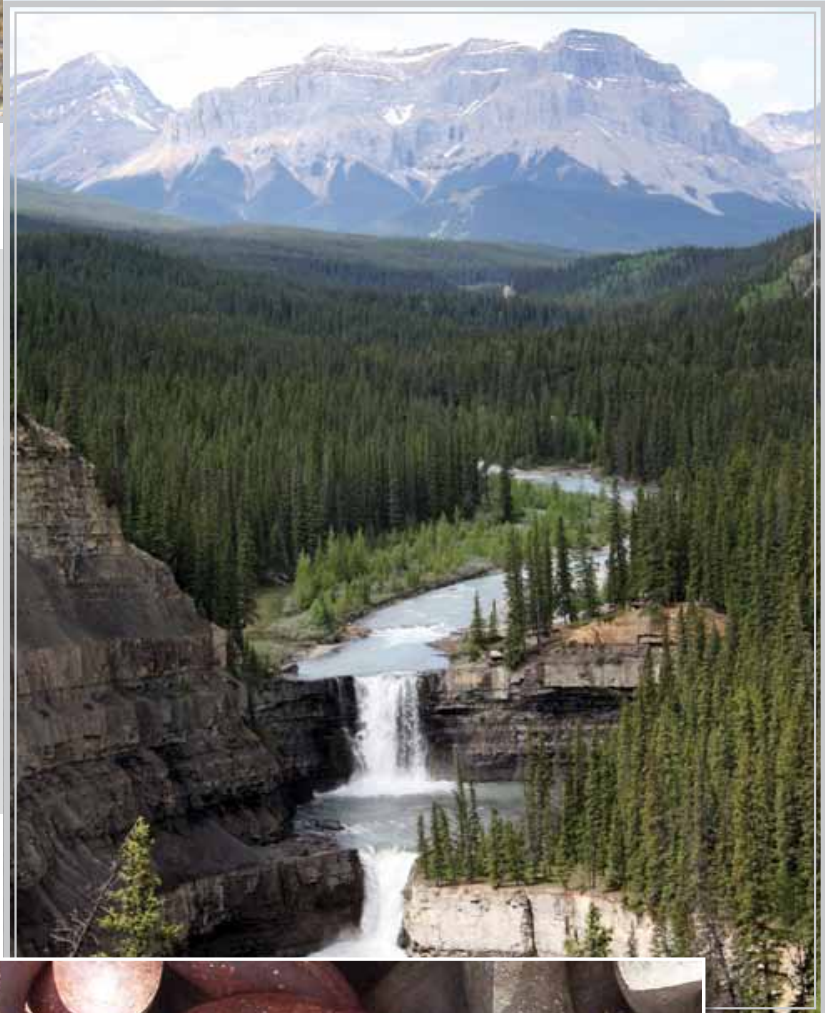
The three municipalities have been able to identify current and future issues where joint benefits may be realized through more formalized and rigorous processes and cooperation. Examples are evident in service areas such as planning, economic development and creating a complete region that is attractive for people to live, work and recreate.

As the Provincial Government now starts to encourage regional thinking the Rocky Mountain House-Clearwater-Caroline Region is well placed to lead proactively through the creation of an Intermunicipal Collaboration Framework.





*The municipalities
of Clearwater
County, Village of
Caroline and Town
of Rocky Mountain
House are bonded
together in a
regional context.*





Purpose of the Framework

The Intermunicipal Collaboration Framework has three main purposes:

1. To actualize the philosophy and principles of collaboration in ways representative of the three municipalities.
2. To commit the municipalities to consultation and communication on intermunicipal matters.
3. To clearly lay out a process that the partners to this agreement will deal with differences which occur efficiently and in an appropriate manner to maintain their good relationship.

Actualizes Collaborative Philosophy and Principles

Recognizes and shares the vision and priorities of the three member municipalities toward community enhancement: A joint effort will be needed that supports and encourages each municipality.

Strengthening the region while maintaining local autonomy: Each Council maintains the right to make individual decisions for their citizens while balancing their perspective toward building a strong region.

Promoting networks and linkages: Developing positive joint approaches will create efficiencies by sharing opportunities and connections and through a heightened regional profile.

Embracing differences in respective municipalities: The distinct characteristics of the individual municipalities is advantageous in providing choice, diversity and support for each other while making a more robust area.

Rises above boundaries and politics: Although each municipality is responsible to its citizens there is recognition that the citizens and businesses of the region share similar needs and interests and therefore should stress cooperative verses competitive action.

Fosters an environment of openness and trust: Cooperation and collaboration requires communication that in turn encourages understanding and results in recognition of common goals.

Commits to Consultation and Cooperation

Collaboration encourages the municipalities to consult and stresses cooperation. By creating this protocol the three municipalities will formalize, streamline and help to advance areas of intermunicipal interest. This includes taking advantage of opportunities and developing common solutions or responses to broader challenges that affect the region. In addition it encourages communication at all levels of the organization to ensure opportunities are recognized, information is passed through the organizations and decision makers are informed not just about their own municipality but about impacts on the others.

Defines how problems will be solved

Cooperation, collaboration and a commitment to communication are not the same as seeing all matters the same way. In particular, in maintaining the unique identity, culture and autonomy of each municipality, it is likely there will be instances of differences in values, goals, beliefs and perspectives. In these instances there is a need to address problems in a predictable and efficient way to achieve an outcome or decision. In cases where differences remain, there has to be understanding of the basis of those disparities so the municipalities can continue to work together well.





Roles in Managing the Agreement

The Role of Council

Each Council retains the ability and responsibility to make decisions on behalf of their residents. As the public is at the center of any governance initiative their voice needs to be taken into account to insure the impacts of services and actions taken in the region have the desired results and support the sustainability of the region. By signing on to the agreement each Council affirms the commitment to increased cooperation and will drive the need for increased communication at the administrative and staff levels. Furthermore, this agreement signals a shift towards maximizing a regional perspective in local decision making by recognizing the cumulative value of the municipalities dovetailing their interests.

The Mayors and Reeve will be at the forefront of this relationship and they will be responsible for showing the leadership for the elected officials to their organizations and in public.

The Intermunicipal Collaboration Committee

The Intermunicipal Collaboration Committee (ICC) will become the focus for matters of intermunicipal consideration. Although this committee will be non-decision making they will be responsible for the negotiating and management of intermunicipal opportunities and challenges. Comprised of elected officials and administration representing their Councils, the ICC will strategically identify opportunities and prioritize intermunicipal actions to formulate recommendations for respective Council's consideration.

The Role of CAOs and Administration

The CAOs have been identified as the principals responsible for maintaining the agreement, its delivery and durability. Administration brings continuity to the relationship

between the municipalities and has the ability to initiate communication on an as needed basis and ensure staffs adhere to the principles of the agreement. The CAOs in each municipality are seen as “conduits” of the agreement. Their knowledge of each other’s municipality, structure and personnel is significant and all intermunicipal information will flow through and be managed by the CAOs.

The Role of Staff

Staff at all levels will be responsible to ensure the principles of the agreement are carried out operationally. This means that staff will work with their municipal counterparts to address issues that arise within the scope of their authority and mandate. Staff will also raise issues and be accountable for informing the appropriate levels of authority about matters that require attention for the mutual benefit of the municipalities.





— The Framework Protocols

Intermunicipal Cooperation Guidelines —

The creation of an Intermunicipal Cooperation Committee (ICC) is contemplated to give expanded focus to intermunicipal opportunities and considerations. Although individual Councils maintain the authority for decisions in the respective municipalities, the ICC is seen to be the foundation for intermunicipal matters. Without interfering with the good work being accomplished in existing intermunicipal committees the ICC has five primary functions.

Five Primary Functions of ICC:

1. Proactively identify new service areas or opportunities.
2. Address intermunicipal opportunities that arise on an as needed basis where no existing structure exists to deal with the matter.
3. Prioritize activity and develop appropriate measures, processes and sub-committees to address areas in consideration.
4. Represent the region locally and provincially.
5. Address areas where intermunicipal differences in need of resolution may arise.

— Composition of ICC

The ICC will be composed of two (2) elected officials and CAOs from each municipality.

- One elected official from each municipality will be the CEO, (Mayor or Reeve).
- The opportunity to rotate elected officials into the committee will be at the discretion of each municipality respecting their policy on attendance while maintaining some consistency.
- Quorum will consist of at least one elected official from each municipality attending each agreed upon meeting.
- Other elected officials, administration or staff may attend as observers.
- Should presentations to the ICC be required the invited parties will be agreed to and coordinated ahead of the meeting by the CAOs.

Meetings of the ICC will be held at minimum four (4) times per year with recognition more frequent meetings will need to be added as opportunities arise and issues are developed.

- The four meetings per year will be scheduled annually to:
 - Summarize and update progress on issues to date.
 - Inventory and prioritize matters to be addressed.
 - Strategize, plan and schedule for new items.
 - Address any outstanding matters.
 - The additional meetings will be utilized to address specific matters.



== Communication with Councils

Common meeting notes from ICC meetings and joint presentations will be developed to guide how the committee interacts with and updates individual Councils prior to recommendations.

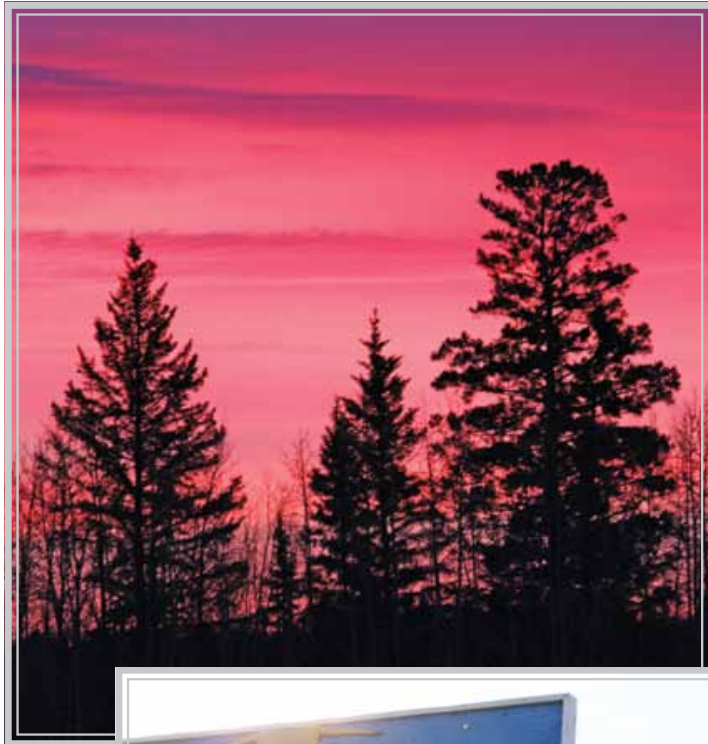
- Common notes will be kept during meetings although members may make individual notes of their own.
- The common notes will be circulated following the ICC meeting and each CAO will review, edit and sign off on the notes before they are shared with Councils.
- From time to time the ICC may direct elected officials or CAOs to make joint presentations to individual Councils to encourage Council understanding and inclusion on priority intermunicipal and regional matters.

== ICC Decision Making

The ICC is a recommendation making committee, interacting with and advising individual councils for decisions.

- Recommendations to individual councils will occur when:
 - The ICC members, excluding those who may have “opted out”, have consensus on how the committee wishes to advise individual councils on a given issue. This may include:
 - Recommendations on options for proceeding.
 - Advising no agreed upon recommendations have been reached in the allotted timeframe.
 - Advising on moving to the Problem Resolution Guidelines or some other process to resolve the issue.
- These recommendations or advisements may be delivered to Councils by:
 - A joint council meeting.
 - A joint presentation to individual councils.
 - A joint written submission agreed to by the ICC for delivery to individual councils.





Collaboration encourages the municipalities to consult and stresses cooperation.



Opportunity and Challenges Identification and Handling Guidelines

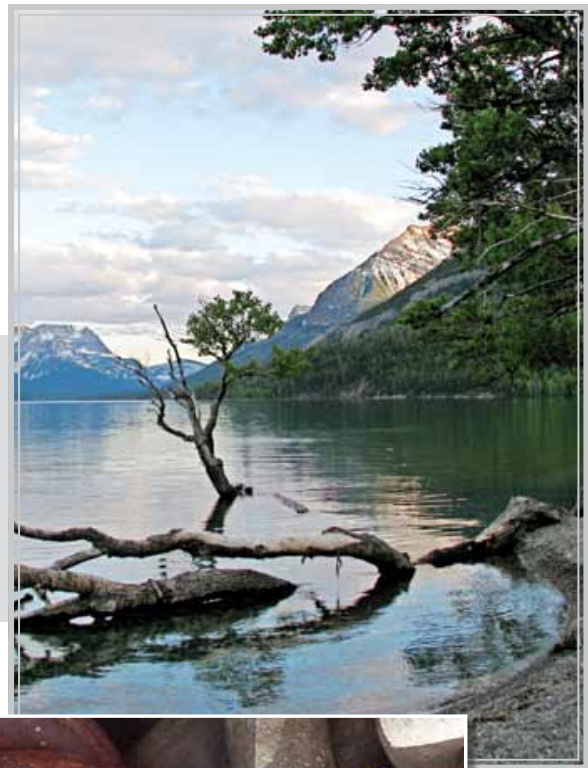
A number of means exist by which opportunities or considerations may be brought to the ICC's attention. Once the committee has become aware of the situation they will together choose how they hope to address the matter.

1. Matters may be developed within the ICC or more frequently will be brought to the ICC. Issues may come to the ICC for discussion from:
 - One or more Council's direction.
 - CAOs or Administrations addressing matters through staff discussions or experiences.
 - Other intermunicipal or regional committees request.
2. Once a matter has been identified through the means above it will be brought to the attention of one or more of the CAOs. The CAO will determine if the matter is intermunicipal in nature and if so contact the other affected CAO(s). The CAOs may decide to:
 - Send the matter to the ICC (the default option should any indecision or uncertainty exist among the CAOs).
 - Address the matter at an administrative or operational level if appropriate.
 - Gather more information.
 - Purposefully put the matter aside.
 - Develop a problem resolution strategy as per the protocol.

Regardless of what action is decided on if the matter is intermunicipal in nature it will be described along with the resulting action taken and reported on at the next ICC meeting.

3. If the matter is sent to the ICC the CAOs are jointly responsible for structuring the information necessary, arranging the agenda and facilitating the proceedings for the ICC to consider the matter. The committee has a number of options for addressing the matters including but not limited to:
 - Use the ICC as the standing committee.
 - Create a sub-committee.
 - Send to an existing Committee.
 - Monitor the work under an existing committee.
 - Any single municipality may choose to "opt out" or participate as an observer on a matter where it is jointly agreed their contribution or impact directly on the issue is not warranted.

Recognizes and shares the vision and priorities of the three member municipalities toward community enhancement.





Creating a Regional Culture: Communication and Consideration Guidelines

For the Intermunicipal Collaboration Framework agreement to be successful it will need to be embraced beyond the Intermunicipal Cooperation Committee and the CAOs. The commitment to collaboration will need to be understood and communicated throughout the organizations and into the public to outlive the Councils of the day. Fostering the longevity and durability of this agreement will be achieved by:

1. Cooperative communication will be encouraged at all times between all levels of the organizations. This may be described by the following principles:

- Seeking to understand.
- Avoiding being positional and defensive by asking for clarification and rational.
- Addressing issues as joint problems to be resolved together.
- Looking for cooperative rather than competitive outcomes.
- Maximizing benefits for all involved.

Elected officials, administration and staff will be supported in training to advance the communication and cooperation skills needed to attain this goal.

2. Include a commitment to intermunicipal cooperation at all levels of the organization through orientation sessions and job descriptions.

- Councillors will be asked to review this Framework upon election and commit to their understanding of its intention. Furthermore, Joint Councils will within four (4) months upon election or by-election attend an orientation session on the Intermunicipal Collaboration Framework,

the working of the ICC, the protocols, the importance of intermunicipal collaboration and introduction to current intermunicipal matters being addressed.

- CAOs as the connection between elected officials and operations will have additional intermunicipal responsibilities and are expected to be the model and focus of collaboration. These duties may be described by:
 - Advancing, as one of the core competencies of their respective job responsibilities, intermunicipal cooperation and consultation between the municipalities.
 - Management of the business of the Intermunicipal Collaboration Committee.
 - Process management of the Problem Solving Protocol.
 - Where necessary may seek training to advance their understanding and abilities to demonstrate this duty.
- All senior staff will have an appropriate level of understanding of the other municipalities included in their job description. This includes meeting with their counterparts at least once each year in a Senior Administration meeting.
- Each municipality will assure new staff receives, as part of their orientation, information about co-operation and collaboration between the municipalities. This should include specific information relevant to an area of operation that describes in operational terms the collaborative arrangements that affect specific staff.



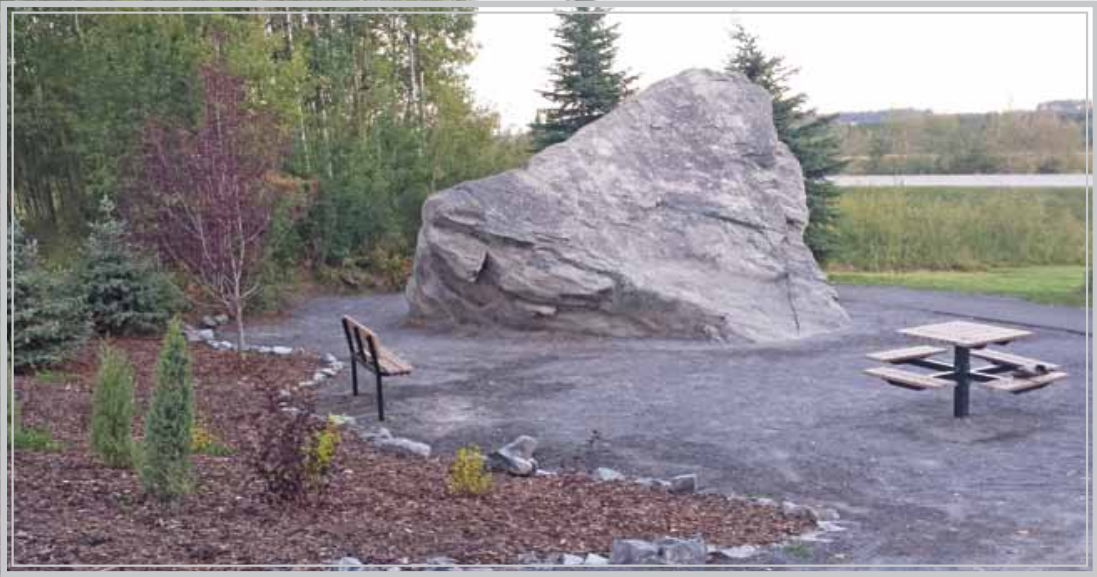
3. Each municipality agrees to keep the others informed of its vision as it is projected and changed from time to time. All municipalities will seek to align their visions in areas where there may be collaborative or cooperative opportunity. The municipalities will set their visions with regard to the general benefit of the region and its inhabitants and industries. This will be accomplished through:

- Joint Council meetings at least two (2) times per year.
- Councils receiving reports back from the ICC.
- Councils being committed to balancing regional perspectives with municipal responsibilities.

4. Each municipality agrees to include the other in its celebrations and ceremonies, engaging officials or staff at the appropriate level.

5. All municipalities will promote collaborative successes, jointly when possible, including with their local publics, at municipal functions and to the Province.





Problem Resolution Guidelines

All the municipalities recognize the need for a joint understanding about how to address conflicts when any municipality is of the opinion that an obligation of the other under an agreement has been breached or matters arise where differences of opinion over actions or services need to be worked out.

The municipalities want to resolve problems:

- At the earliest opportunity and at the point closest to where problems originate;
- In a swift, inexpensive and uncomplicated way;
- Using a clear procedural pathway to a solution;
- To maintain a smooth working relationship even when disagreement survives.

It is acknowledged that the processes in this protocol are in addition to, and do not replace, processes and remedies provided in legislation or under existing agreements between the municipalities.

If an elected official, administrator or any staff person from any of the municipalities thinks an

obligation under an agreement between the municipalities has been “breached”, the matter should be brought to the attention of the CAO. The CAO will investigate it and, if it appears that a breach occurred, the matter will be brought to the attention of the other municipality’s CAO.

Once that has happened, the matter may be resolved directly between the municipalities through informal problem solving discussions.

Similarly, differences may occur outside a “breach” of an agreement. These may include divergent expectations in delivery of a joint service, a



variance in how a committee or board wishes to proceed or any circumstance that may adversely affect or disrupt a service or relationship(s) between the municipalities.

If the problem identified is not resolved through informal discussions, the municipalities agree to address it using the following processes. The municipalities have identified the attributes of a mediated process, (facilitated negotiation), as a preferential process to be encouraged. The municipalities may, by agreement, proceed directly to mediation without first exhausting an unassisted negotiation process.

== Negotiation

The municipalities will identify the appropriate personnel who are knowledgeable about the issue and those staff will work to find a mutually acceptable solution through negotiation.

Those in the negotiation will negotiate in good faith to find a solution.

Those in the negotiation will seek an integrated outcome in the decisions they make. An integrated outcome is one in which the parties elect to work together, integrating their resources, originality and expertise.

Those in the negotiation will attempt to craft a solution to the identified issue by seeking to advance the interests of all in the negotiation rather than by simply advancing their individual positions. The parties will fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

Negotiators will seek to:

- Clearly articulate their interests and the interests of their municipality;
- Understand the interests of other negotiators whether or not they are in agreement with them; and,
- Identify solutions that meet the interests of the other municipalities as well as those of their own.

== Mediation

If the issue cannot be resolved through negotiation, the municipalities will find a mutually acceptable mediator. For assistance finding an acceptable mediator, the municipalities may consult the Municipal Dispute Resolution Services at Alberta Municipal Affairs or may consult the Alberta Arbitration and Mediation Society.

Mediation is a process of assisted negotiation in which the municipalities retain power over the substantive outcome of the negotiation and the mediator facilitates the process.

The mediator will be responsible for the governance of the mediation process.

== Final Proposal Arbitration

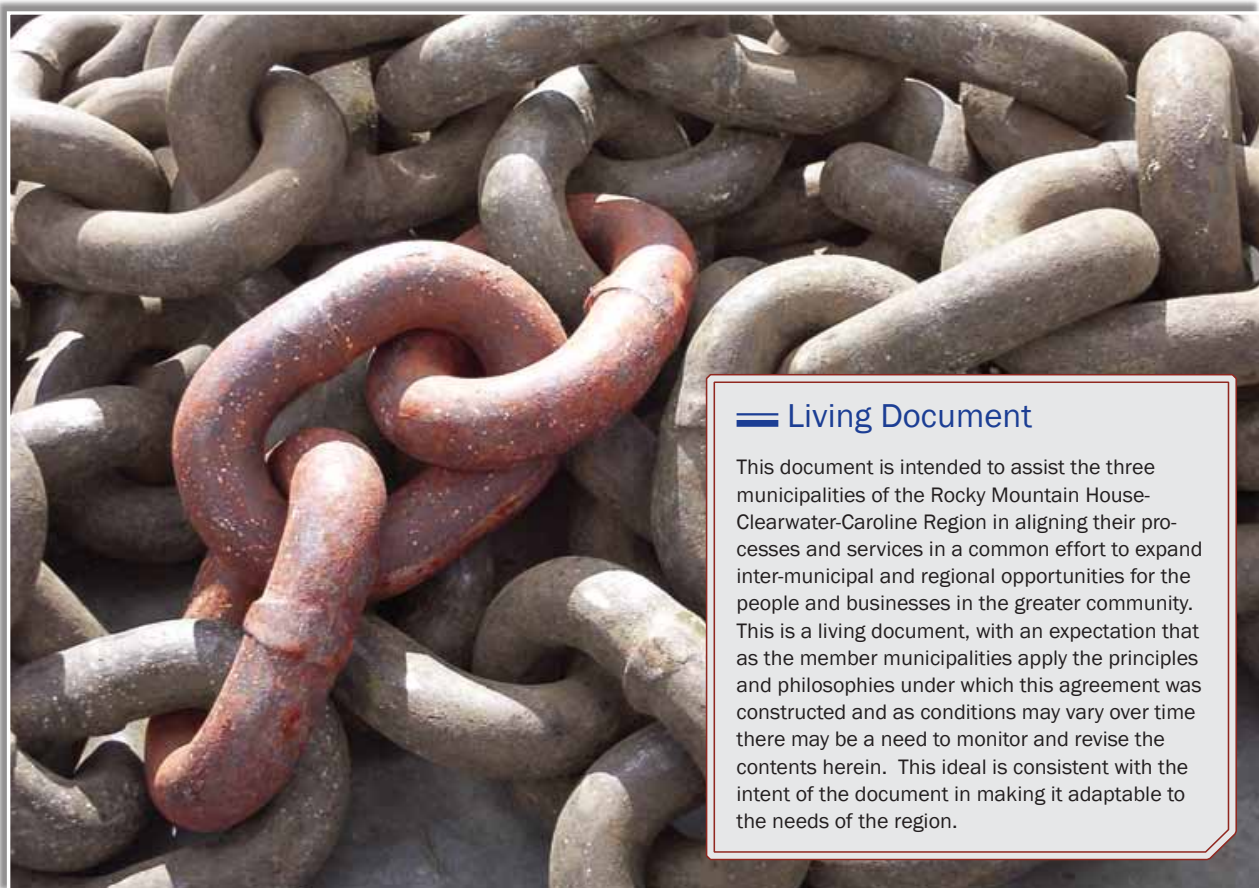
If the issue cannot be resolved through mediation, the municipalities will have the matter resolved by final proposal arbitration using a single arbitrator.

In final proposal arbitration, the arbitrator must conduct the proceedings on the basis of a review of written documents and written submissions only, and must determine each issue by selecting one of the final written proposals submitted by either of the municipalities respecting that issue; no written reasons are to be provided by the arbitrator.

If the municipalities can agree upon a mutually acceptable arbitrator, arbitration will proceed using that arbitrator. If they cannot agree on a mutually acceptable arbitrator, each municipality will produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration will proceed using that arbitrator. If a mutually agreeable arbitrator is not found, Alberta Arbitration and Mediation Society will make the selection of an appropriate practitioner.

Subject to the above definition of final proposal arbitration, the arbitrator will be governed by principles of natural justice and fairness and may make rules and procedures (including reasonable time limits), as the arbitrator shall see fit.





Living Document

This document is intended to assist the three municipalities of the Rocky Mountain House-Clearwater-Caroline Region in aligning their processes and services in a common effort to expand inter-municipal and regional opportunities for the people and businesses in the greater community. This is a living document, with an expectation that as the member municipalities apply the principles and philosophies under which this agreement was constructed and as conditions may vary over time there may be a need to monitor and revise the contents herein. This ideal is consistent with the intent of the document in making it adaptable to the needs of the region.



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STRONGER TOGETHER

Building Opportunities for Our Future

Rocky Mountain House – Clearwater – Caroline

AN INTERMUNICIPAL COLLABORATION FRAMEWORK

By signing of this document, each of the three municipalities acknowledges their commitment to and agreement with the spirit and intent of the Stronger Together collaborative governance framework document.

Further, their signatures demonstrate and establish the level of collaboration and commitment, internally to Administration and staff as well as externally to the public.

Signed this 13th day of September, 2013 in Rocky Mountain House, Alberta, Canada.



Pat Alexander, Reeve
Clearwater County



Fred Nash, Mayor
Town of Rocky Mountain House



Laura Cudmore, Mayor
Village of Caroline





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Pat Alexander, Reeve
Clearwater Country



Fred Nash, Mayor
Town of Rocky Mountain House



Laura Cudmore, Mayor
Village of Caroline



Tri-Council Agenda Item

Project: Becoming One Municipality	
Presentation Date: September 10, 2018	
Author: Dean Krause CAO	
Recommendation: For discussion on the concept of the three municipalities becoming one	
Attachments: None	

Background:

The municipalities have several inter-municipal agreements including the Stronger Together agreement and has a strong history of working collaboratively. A discussion is being requested to explore the concept of becoming one municipality and to research what that may involve in terms of process and public engagement.

Tri-Council Agenda Item

Project: CREMA Status	
Presentation Date: September 10, 2018	
Author: Dean Krause CAO	
Recommendation: For discussion on status and plans for moving forward with CREMA	
Attachments: Joint Emergency Management Agreement	

Background:

The municipalities entered into the Joint Emergency Management Agreement on February 20, 2016. There have been some significant changes in Council and staff since the last municipal election and the CREMA Committee has not met in 2018. The Town would like a discussion on the status of CREMA and plans for moving forward to ensure we are all prepared and understanding roles in the event of a municipal emergency.

JOINT EMERGENCY MANAGEMENT AGREEMENT

THE TOWN OF ROCKY MOUNTAIN HOUSE

-and-

THE VILLAGE OF CAROLINE

-and-

SUMMER VILLAGE OF BURNSTICK LAKE

-and-

CLEARWATER COUNTY

THIS AGREEMENT made this 20th day of February, 2016.

BETWEEN:

THE TOWN OF ROCKY MOUNTAIN HOUSE

In the Province of Alberta (hereinafter referred to as the "**Town**")

-and-

THE VILLAGE OF CAROLINE

In the Province of Alberta (hereinafter referred to as the "**Village**")

-and-

SUMMER VILLAGE OF BURNSTICK LAKE

In the Province of Alberta (hereinafter referred to as the "**Summer Village**")

-and-

CLEARWATER COUNTY

In the Province of Alberta (hereinafter referred to as the "**County**")

APPENDIX "A"

JOINT EMERGENCY MANAGEMENT AGREEMENT

WHEREAS:

- A.** The Parties are committed to participating and cooperating in the planning, development and execution of Emergency Planning and Municipal Emergency Plans;
- B.** Pursuant to the EMA, each of the Parties:
- (1)** are at all times responsible for the direction and control of the Party's emergency response, unless the Province assumes direction and control under the EMA;
 - (2)** must prepare and approve a Municipal Emergency Plan;
 - (3)** may enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of Municipal Emergency Plans;
 - (4)** must maintain an emergency management agency to act as the agent of the Party in exercising the Party's powers and duties under this Act;
 - (5)** must appoint a director of the emergency management agency to prepare and coordinate Municipal Emergency Plans, act as director of emergency operations, coordinate all emergency services and other resources used in an emergency, and perform other duties prescribed by the Parties;
- C.** Pursuant to the EMA, an emergency management agency may be maintained by and may act as the agent of more than one local authority;
- D.** The Parties hereto jointly appoint:
- (1)** The Clearwater Regional Emergency Management Agency ("CREMA") as the emergency management agency for each of the Parties in accordance with Section 11.2 of the EMA;
 - (2)** an individual to fulfill the duties of Regional Director of Emergency Management, who shall be the director of the appointed emergency management agency as contemplated within Section 11.2 of the EMA;

- (3) the Committee to advise each of the Parties on the development of emergency plans and programs as contemplated within Section 11.1 of the EMA;

and in each case as further contemplated within this Agreement;

- (4) The Parties agree to provide resources for the Regional Director of Emergency Management position and for the Committee to carry out the assigned powers and duties as contemplated within the EMA and this Agreement; and
- (5) The Parties have agreed that it would be of general benefit to the Parties to develop and undertake emergency management and planning in the manner set forth within this Agreement.

NOW THEREFORE in consideration of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions

All capitalized terms used throughout this Agreement shall have the following meanings, unless otherwise specifically defined:

- (a) "**Agreement**" means this Emergency Management Agreement, together with all schedules attached hereto;
- (b) "**Disaster**" means an event that has resulted or may result in serious harm to the safety, health or welfare of people, or in widespread damage to property;
- (c) "**Dispute Resolution Procedure**" means that procedure for the resolution of disputes between the Parties contained within **Schedule "A"** attached hereto;
- (d) "**Committee**" means the regional emergency advisory committee, as contemplated within the EMA, appointed by the Parties under this Agreement, being the Clearwater Regional Emergency Advisory Committee;
- (e) "**Contractors**" means all those third parties contracted by the Parties for the purpose of carrying out all or any portion of the Emergency Planning, and "Contractor" means any one of them;

- (f) "**Council**" or "**Councils**" means one or more of the Councils of: Clearwater County, the Town of Rocky Mountain House, the Village of Caroline and the Summer Village of Burnstick Lake;
- (g) "**CREMA**" means the emergency management agency, as contemplated within the EMA, appointed by the Parties under this Agreement;
- (h) "**EMA**" means the *Emergency Management Act*, R.S.A 2000, c. E-6.8;
- (i) "**Emergency**" means a present or imminent event that requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property;
- (j) "**Emergency Planning**" means any and all aspects of planning and preparing for an Emergency or Disaster as contemplated within the EMA and within this Agreement including, without restriction, preparation of Municipal Emergency Plans;
- (k) "**Emergency Planning Budget**" means the approved budget for the Regional Director of Emergency Management and the Committee to carry out the assigned powers and duties as contemplated within the EMA and this Agreement, prepared by the Director of Emergency Management and submitted to the Parties for approval, prior to October 1 of each year;
- (l) "**Force Majeure**" means any event causing a bona fide delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act or omission of either Party, or a person not at arm's length with such Party, resulting from:
 - (i) an inability to obtain materials, goods, equipment, services, utilities or labour;
 - (ii) any statute, law, by-law, regulation, order in council, or order of any competent authority other than one of the Parties;
 - (iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
 - (iv) a strike, lockout, slowdown, or other combined action of workers; or
 - (v) an act of God;
- (m) "**Municipal Emergency Plan**" means a plan or program providing for the response to an Emergency or a Disaster, as contemplated under the EMA, and "**Municipal Emergency Plans**" means two or more of such plans or programs, in each case for one or more of the Parties;

- (n) **"Parties"** means, collectively, the Town, the Village, the Summer Village, and the County, and **"Party"** means any one of them;

- (o) **"Proportionate Share"** means the Parties' respective share of the responsibility in respect of Emergency Planning under this Agreement, being:
 - (i) Sixty Percent (60%) percent for the County;
 - (ii) Thirty-Five Percent (35%) percent for the Town;
 - (iii) Four Percent (4%) percent for the Village; and
 - (iv) One Percent (1%) percent for the Summer Village;

Per annum unless otherwise agreed to in writing by the Parties; and

- (p) **"Regional Director of Emergency Management"** means the person appointed as the director of CREMA under this Agreement, as contemplated under the EMA.

ARTICLE 2 - SPIRIT, INTENT, AND GUIDING PRINCIPLES

2.1 Application

Unless otherwise specifically provided for within this Agreement, this Agreement applies solely to the development of Emergency Planning.

2.2 Consultation

The Parties agree that they shall consult with one another in a co-operative manner with respect to the conduct of Emergency Planning.

2.3 Co-operation

The Parties agree to work together on a cooperative basis and to take such steps as may be necessary and to enter into such additional agreements as may be required from time to time in order to meet their objectives in conducting Emergency Planning.

2.4 Compliance with Laws and Bylaws

Each Party shall comply promptly at its respective expense with all laws, bylaws, ordinances, regulations, requirements and recommendations of any and all federal, provincial, civic, municipal and other lawful authorities, which may be applicable to the Parties, to the conduct of Emergency Planning or any portions thereof, to the manner of carrying out Emergency Planning.

2.5 Rights of Approval

Except where otherwise specifically provided, each Party will act reasonably in each case that it is entitled to exercise discretion hereunder or pursuant hereto and, in particular, in each case where an action, document, thing, or matter is required to be acceptable or satisfactory to it or is affected by its approval, consent, opinion, or discretion; and without limitation of the foregoing, except where it is specifically provided that its consent may be unreasonably withheld, it will not unreasonably withhold or delay the exercise of any such discretion.

2.6 Further Assurances

The Parties agree that they shall from time to time execute such further assurances and documents as may be required by the Parties and their solicitors to give effect to the intent of this agreement.

2.7 Independent Action

Each Party acknowledges and agrees that it shall not undertake any independent action with respect to Emergency Planning other than as contemplated or permitted within this Agreement. Further, in the event that a Party does undertake independent action and incurs costs or obligations as a consequence of those actions, the Party responsible for undertaking the same shall be solely responsible for all such actions and any costs related thereto and shall be deemed to be in breach of the terms and conditions of this agreement.

ARTICLE 3 - OWNERSHIP, ACCESS, CONTROL AND RESPONSIBILITY

3.1 Ownership

The Parties shall each be entitled to the ownership and benefits of any and all benefits to be derived from the activities of the Regional Director of Emergency Management and the Committee, in addition to the ownership and use of the Municipal Emergency Plan developed for each of the Parties throughout the activities of the Regional Director of Emergency Management and the Committee.

3.2 Access

Each Party shall be entitled to access copies of all information and documentation relating to the Emergency Planning.

3.3 Confidentiality

Each of the Parties acknowledges that it will, in connection with this Agreement, be provided with certain confidential oral and written information (collectively, the "Confidential Information") by the other Party, including legal opinions, business plans, designs, proceedings of the respective councils of the Parties, financial data, financial and other projections, and draft agreements and other arrangements with third parties. Each of the Parties agrees that it will use its best efforts to hold such Confidential Information in confidence and use it solely for the purposes of this Agreement, and shall not reveal it to anyone other than its respective council members, officers, employees and advisers who need to know the Confidential Information in connection with this Agreement for purposes related to this Agreement, subject always to any statutory or regulatory requirement to disclose such information. Each of the Parties further agrees to return, where possible, all Confidential Information provided by the other Party forthwith upon the request of the other Party upon the termination of this Agreement.

3.4 Exclusions

The term "Confidential Information" does not include information which:

- (a) was already in the possession of a Party prior to its disclosure by the other Party;
- (b) is or becomes available in the public domain other than as a result of a disclosure contrary to the provisions hereof;

- (c) becomes available to the Party on a non-confidential basis from a source which itself is not, to the knowledge of the Party receiving the information, in breach of a confidentiality obligation relating thereto;
- (d) is independently developed without any breach of this Agreement by the personnel of the Party or its advisors who did not have access to the Confidential Information; or
- (e) is required to be disclosed by any law, or is required or formally requested in connection with any rule, regulation or order of any court of competent jurisdiction or any governmental, quasi-governmental or other self-regulating or competent authority having jurisdiction over any of the Parties or the Confidential Information.

3.5 Survive Expiry

In the event of expiry of this Agreement, both Parties shall remain bound by the obligations of confidentiality set forth in Section 3.3 for a period of two years following the date of expiry of this Agreement.

3.6 Announcements & Publicity

The Parties agree that the contents and timing of any announcements or media releases regarding the creation or administration of this Agreement, the establishment of the CREMA and the Committee, and the appointment of the Regional Director of Emergency Management, shall be subject to the prior written approval of all Parties or the majority of the Committee. The Parties each agree that each Party shall consult with the other Parties or the Committee in relation to the contents and timing of such announcements and media releases. The foregoing shall not apply to announcements, media releases or other public communication respecting any of the matters contemplated within Section 4.11 of this Agreement.

ARTICLE 4 – CONDUCT OF EMERGENCY PLANNING

4.1 Committee

Unless otherwise agreed to in writing by the Parties, the Parties agree that the Committee will consist of the following representatives appointed by each of the Parties:

- (a) Two (2) elected members of Council from the Town;
- (b) Two (2) elected members of Council from the County; and

- (c) One (1) elected member of Council from the Village.
- (d) One (1) elected member of Council from the Summer Village.

Each Party shall, within seven (7) days of the date of this Agreement, designate its representatives to the Committee. The affirmative vote of all representatives of the Parties shall be necessary for the Committee to decide any question or exercise any power within its authority.

4.2 Committee Chair

A chairperson and vice-chairperson shall be chosen by the Committee members on an annual rotating basis before October of each year. The Summer Village will be given the opportunity to accept or decline this responsibility.

4.3 Committee Authority

The Committee does not have the authority to declare, renew or terminate a state of local emergency, as contemplated within the EMA. Without in any way altering or adding to the Parties' agreements set forth above, the Committee shall, when and if specifically called upon by the Parties, have the following authority and functions:

- (a) to review Municipal Emergency Plans and related plans and programs on a regular basis and advise Councils on the development of Municipal Emergency Plans and related plans and programs at least once a year;
- (b) to provide advice, information and support in the preparation of the Emergency Planning Budget prior to October 1 of each year, for consideration and approval by the Parties;
- (c) to provide advice, information and support in the development of Emergency Planning and make recommendations, in consultation with CREMA, to the Parties regarding the effective and coordinated delivery of emergency management, disaster mitigation, major emergency or disaster education or disaster preparedness programs for the Parties; and
- (d) to appoint one (1) Regional Director of Emergency Management.

The Committee will not have any power to pledge credit of the Committee, the Town, the County, the Summer Village or the Village in connection with the Emergency Planning, nor shall the Committee or any representative have the power to authorize any expenditure to be charged against the Committee, the Town, the County, the Summer Village or the Village.

4.4 Committee Meetings

Committee meetings shall be called at the discretion of the chairperson or at the request of any three representatives of the Committee.

In each case, notice in writing to each member of the Committee shall be provided not less than Thirty (30) days prior to the date of the meeting, unless the requirement for such notice is waived by all members present at the meeting and constituting a quorum. At least three (3) representatives must be present at every meeting to constitute quorum, with at least one representative from the Town and one representative from the County being present.

The chairperson shall preside over all meetings of the Committee and the vice-chairperson shall act as chairperson only in the absence of the chairperson. The chairperson or vice-chairperson shall record minutes of the meeting, and the County shall retain records of such minutes together with all such other records of Committee business so as to be available to the members of the Committee, the Regional Director of Emergency Management, and the Parties.

To the extent required, any decisions of the Committee shall be capable of being confirmed by either a vote of the majority of the members of the Committee present at a duly called meeting of the Committee (provided always that the required quorum is present), or by a unanimous resolution in writing signed by each of the members of the Committee.

4.4 County Obligation

Subject to the foregoing, the County shall:

- (a)** provide all financial administrative services associated with the Committee and its affairs;
- (b)** provide office space for the Committee in the County administration office, including a desk, a computer, a telephone, resources and minor office supplies; and
- (c)** provide office space for the Regional Director of Emergency Management in the County administration office, including a desk, a computer, a laptop or tablet device, a telephone, cellular phone, remote connection capability to the internet, and minor office supplies.
- (d)** Provide for a suitable all severe weather capable vehicle for use of the Emergency Management including operating and maintenance costs.

4.5 CREMA

The Parties agree that Council for each Party shall have the authority to appoint members to the CREMA.

The Parties further agree that other organizations may be invited by the Regional Director of Emergency Management to nominate representatives to serve as members of the CREMA from time to time, including those organizations listed in **Schedule "B"** attached to this Agreement.

Each Party shall, within seven (7) days of the date of this Agreement, designate its representatives to the CREMA. The affirmative vote of all representatives of the Parties shall be necessary for the CREMA to decide any question or exercise any power within its authority.

4.6 CREMA Authority

The CREMA does not have the authority to declare, renew or terminate a state of local emergency, as contemplated within the EMA. Without in any way altering or adding to the Parties' agreements set forth above, the CREMA shall, when and if specifically called upon by the Parties, have the authority to act as the agent of each Council in exercising each Council's powers and duties under the EMA.

4.7 Regional Director of Emergency Management

The Parties agree that the position of Regional Director of Emergency Management shall be appointed annually as a part of the annual processes of appointment of the Parties.

Unless otherwise agreed to by the Parties, the Regional Director of Emergency Management shall be an employee of the County. Any appointment shall be subject to the appointed individual's acceptance of the appointment, and execution of any further or other agreement or documentation evidencing or governing the appointment and/or the performance of the role of Regional Director of Emergency Management as may be required by the Parties or the County. Any appointment of the Regional Director of Emergency Management may be revoked at any time by the Committee (subject always to any shared cost of termination, severance or other costs associated with such revocation in accordance with Proportionate Shares contemplated within this Agreement. In the event of a vacancy of the position of the Regional Director of Emergency Management at any time, whether due to death, incapacitation, resignation, dismissal, or otherwise, the Parties shall appoint a replacement Regional Director of Emergency Management as soon as reasonably possible. The Parties, in consultation with the Committee, may from time to time establish and agree upon the qualifications of candidates for the position of the Regional Director of Emergency Management.) In the event that the Regional Director of Emergency Management is temporarily unobtainable the CAO of Clearwater County or designate will be designated as the acting Regional Director of Emergency Management for that period of time.

4.8 Regional Director of Emergency Management Authority

Without restricting the powers and duties of the Regional Director of Emergency Management under the EMA, the Regional Director of Emergency Management shall have the authority to:

- e) prepare and coordinate the Municipal Emergency Plans, including presenting to the Parties for approval recommendations regarding potential Contractors; excepting thereout any emergency event;
- f) act as director of emergency operations under the Municipal Emergency Plans on behalf of the CREMA;
- g) authorize and coordinate all emergency services and other resources required during an Emergency or Disaster; and
- h) delegate duties and tasks as necessary to ensure conformance with paragraphs (a), (b), and (c).

For clarity, the Regional Director of Emergency Management does not have the authority to declare, renew or terminate a state of local emergency, as contemplated within the EMA.

4.9 Additional Authorities of Regional Director of Emergency Management

The Regional Director of Emergency Management may, when and if specifically called upon by the Parties, have the authority to:

- (a) conduct public information programs relating to emergency preparedness; and
- (b) provide training for the CREMA members, elected officials, the public, municipal staff, mutual aid responders and volunteers.

4.10 Complementary Bylaws

In order to effectively develop and undertake emergency management and planning in the manner set forth within this Agreement, each Party shall ensure that their respective bylaws are compatible and complementary to each other and this Agreement.

4.11 Permitted Independent Action

Each Party shall be entitled to make or undertake the following independent actions respecting the conduct of Emergency Planning without the requirement for consent from the other Party:

- (a) the approval of a Municipal Emergency Plan, to be applied within the boundaries of the Party;
- (b) the declaration, renewal or termination of a state of local emergency, as contemplated within the EMA, within the boundaries of the Party;

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- (c) the establishment, staffing, equipment, and management of emergency services, law enforcement services, as well as any other services within the boundaries of the Party;

which in each case shall remain within the discretions of each Council of the respective Party.

ARTICLE 5 – TERM

5.1 Term

This agreement shall be effective from the date of execution of this Agreement for a term of five (5) years.

5.2 Termination

Each Party may terminate their involvement under this Agreement upon giving written notice prior to April 30 of a calendar year with the intent of a January 1 termination date to the other Parties.

A Party may be deemed to have withdrawn its involvement in this Agreement, and thereby deemed to have given a notice of termination under this Section, where that Party has passed a bylaw which is inconsistent with this Agreement or the bylaws of the other Parties, or where the Party has appointed a director of emergency management that is different from the party appointed as the Regional Director of Emergency Management pursuant to the terms of this Agreement.

5.3 Effect of Termination

Upon the effective date of any such termination notice, this Agreement shall continue in full force and effect in respect of the remainder of the Parties who have not previously terminated their involvement. In the event of termination of involvement by the County, unless otherwise agreed to by the remaining parties as to the appointment of a Party to carry out the County's responsibilities under this Agreement, this Agreement shall come to an end upon the effective date of such termination.

ARTICLE 6 – COMMUNICATIONS AND INSTRUCTIONS

6.1 Communications and Instructions and/or Recommendations to Regional Director of Emergency Management

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Without limiting the power and duties of the Committee under this Agreement and the EMA, the County shall communicate with and provide instructions to the Regional Director of Emergency Management on behalf of the Parties under this Agreement including, without restriction, establishment and approval of the Emergency Planning Budget.

6.2 Communications and Instructions to Contractor

The Director and/or municipality shall communicate with and provide instructions to any Contractors retained by the Parties.

ARTICLE 7 – RESPONSIBILITY, INSURANCE AND INDEMNITY

7.1 Financial Responsibility

Each Party shall be responsible for its Proportionate Share of all costs relating to Emergency Planning, including, but not limited to, costs incurred by the Regional Director of Emergency Management, fees and costs paid to any Contractor and any other costs relating to Emergency Planning. Without limiting the foregoing, costs relating to Emergency Planning may include:

- (a) The Regional Director of Emergency Management's salary, benefits and other costs associated with his or her employment;
- (b) The salary, benefits and other associated costs of each representative appointed to the CREMA;
- (c) Reasonable training and conferences costs, including mileage, subsistence and accommodation costs;
- (d) Administrative support salaries, benefits, and other costs associated with support staff employed by the Town, the Village, the County or Summer Village to support Emergency Planning;
- (e) Supplies and services required for training or instruction in relation to Emergency Planning;
- (f) Costs associated with the operation of the CREMA;
- (g) Costs associated with the development, implementation and provision of disaster services education or training programs or the development and printing of Municipal Emergency Plans; and
- (h) Other items as may be recommended by the Committee and approved by each Party.

The Parties acknowledge and agree that each Party shall be solely responsible for all costs incurred in responding to, or recovering from, an Emergency or Disaster within each Party's jurisdiction.

7.2 Payment and Reimbursement

The County shall pay all costs owed to the Regional Director of Emergency Management, any Contractor and any other costs relating to Emergency Planning and then shall be reimbursed by the Parties for their respective Proportionate Share of such costs. The County shall provide records to the Parties on a basis setting out the costs incurred since the date of the last invoice and the Proportionate Share owed by each of the Parties. The Parties shall each pay such amounts to the County either:

- (a) within Sixty (60) days of receipt of an invoice; or
- (b) upon receipt by the Party of any grants applicable to the work contemplated within the Emergency Planning, up to the amount of the grant received from time to time or the aggregate amount outstanding and owed under all invoices issued under this Agreement (whichever is less);

and in any event, any and all such sums invoiced to the Parties shall become due and payable in full on or before a maximum of ninety days (90) following the date of invoice.

7.3 Interest on Unpaid Proportionate Share

- (a) For any amounts unpaid and owing by one Party to the other Party by the due date as set out under this Agreement, interest shall accrue on the amount outstanding at the rate of the Alberta Treasury Branches prime lending rate charge at its main branch in Calgary, Alberta, plus 2%, from the date they are invoiced to the date of payment in full.

7.4 Emergency Planning Budget

Subject to the foregoing, and any authority provided to the Committee, the County and or the Regional Director of Emergency Management shall:

- (a) prepare and provide to the Parties for approval a total Emergency Planning Budget prior to October 1 of each year, which estimates the costs and expenses of the following year's Emergency Planning;
- (b) prepare the Emergency Planning Budget in a form and content acceptable to the Parties, each acting reasonably;
- (c) ensure to the greatest extent possible that any Contractor agreement will provide for a unit price, or other fixed cost commitment, which unit price or fixed costs agreement will be for an amount equal to or less than the budgeted amount reflected in the approved Emergency Planning Budget; and
- (d) ensure that the costs incurred under any Contractor agreement shall not exceed the budgeted amount reflected in the approved Emergency Planning Budget without written approval from the Committee.

7.5 Insurance

Each Party will be responsible for its Proportionate Share of the cost incurred by the County, the Committee, and/or the Regional Director of Emergency Management to maintain any forms of liability insurance, and if applicable property insurance, respecting Emergency Planning, the activities of the Committee, and the performance of the powers and duties of the Regional Director of Emergency Management, not otherwise included as the responsibility of any Contractor under the respective Contractor contract. All insurance shall insure against loss, damage, or destruction, whether caused by fire or extended perils, on such terms and conditions as would be carried by a prudent party in at least the following amounts:

- (a) legal and public liability and property damage insurance in an amount not less than five million (\$5,000,000.00) dollars per occurrence or such other amount as the Parties may reasonably agree from time to time;
- (b) name all of the Parties as additionally named insured's, as their respective interest may appear;
- (c) other terms or coverage as the Parties may consider necessary or prudent, or as may be required pursuant to this Agreement.

Alternatively, and if determined and agreed upon by the Parties to be prudent and efficient, the Parties may rely upon their own respective liability or property policies without necessity for contribution or cost sharing, in which case each Party shall look solely to its own coverage in the event of any claim, loss or damage.

Each Party shall notify their respective insurance provider of this Agreement within thirty (30) days of execution.

7.6 Indemnity

Each Party shall indemnify and save harmless the other Party and its respective councilors, officers, employees, agents, volunteers and invitees, to the extent permitted by law, of and from any and all liabilities, damage costs, expenses (including all legal fees and disbursements, on a full indemnity basis) claims, suits and actions arising out of the following:

- (a) any breach, violation or non-performance of any term or condition in this agreement on the part of the indemnifying party to be fulfilled, observed and performed;
- (b) death, or injury to any person or damage or destruction of any property resulting from the negligence of the indemnifying party, its trustees, councilors, officers, employees, agents, licensees, invitees or any other person for whom that party is legally responsible;
- (c) the indemnifying party's conduct causing a default under the contract with any Contractor; and
- (d) any damage or destruction of any property or any injury or death occurring to any permittee, invitee, employ or agent of the indemnifying party or any other person for whom the indemnifying party is in law responsible.

This indemnity shall survive the expiration or sooner termination of this Agreement.

7.8 Limitation of Liability

No Party or its representative shall be liable for the acts, representations, neglects or defaults of another Party or its representative.

ARTICLE 8 - DEFAULT

8.1 Right to Perform

In the event that any Party fails to perform or cause to be performed any of the covenants or obligations contained within this Agreement on the part of that Party to be observed or performed, a Party not in default shall have the right, but shall not be obligated, to perform or cause the same to be performed, and to do or cause not to be done such things as may be necessary or incidental thereto. Provided always, any exercise of any right to perform shall be subject to provision of not less than Thirty (30) days' notice in writing to the Party in default.

8.2 Costs

In addition to any other rights available to the Parties pursuant to this Agreement, upon the occurrence of a default, a Party not in default shall be entitled to collect from the Party in default the following costs:

- (b) all payments made by the Party not in default or costs incurred by that Party which ought to have been paid or incurred by the defaulting Party, or for which the Party not in default is entitled to be paid or to be reimbursed pursuant to the terms of this Agreement;
- (c) all disbursements and costs (including legal and other professional costs on a solicitor and his own client full indemnity basis) and all fees and costs related to recovery or collection of such sums or the enforcement of the terms of this Agreement generally; and
- (d) interest at the rate of the Alberta Treasury Branches prime lending rate charge at its main branch in Calgary, Alberta, plus 2%, from the date they are invoiced to the date of payment in full.

8.3 Set Off

In the event that a Party fails to make any payment or provide any sum when required under this Agreement, without limiting or waiving any other right or remedy that amount may be set off against and applied to any sum of money owed by a Party to the Party in default of the payment obligation.

8.4 Force Majeure

Whenever and to the extent that any Party shall be unable to perform, or shall be delayed or restricted in the full performance of, any obligation within this Agreement (other than any financial or payment obligation under this Agreement) by reason of an event of Force Majeure, such Party shall, so long

as any such impediment exists, be relieved from the performance of such obligation to the extent restricted or prevented by that event of Force Majeure, and the other Party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort caused by such delayed or restricted performance. Provided always that such relief shall in any event be limited to a maximum period of one hundred and eighty (180) days.

ARTICLE 9 - GENERAL

9.1 Dispute Resolution

In the event of the disagreement between the Parties with respect to any issue, matter or thing arising from this Agreement (other default in payment of the financial obligation) the Parties shall refer such dispute to be resolved pursuant to the Intermunicipal Dispute Resolution Procedures which include but are not limited to negotiation, mediation and arbitration.

9.2 Notice

Whether or not stipulated in this Agreement, all notices, communication, requests and statements (the "Notice") required or permitted under this Agreement shall be in writing. Notice 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 in this Agreement, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- (b)** by fax machine or email or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out in this Agreement. Notice so served shall be deemed received on the earlier of:
 - (i)** upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (ii)** at the commencement of the next ensuing business day following transmission with answer back confirmation of delivery; or
- (c)** by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. 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 such postal interruption shall be deemed to have been received unless actually received.

All Notices to be sent in accordance with this Agreement shall be addressed as follows:

Town of Rocky Mountain House
PO Box 1509
Rocky Mountain House, AB T4T 1B2
Fax: 403-845-3230
Email: tbecker@rockymtnhouse.com

Attention:OFFICE OF THE CHIEF ADMINISTRATION OFFICER

Village of Caroline
PO Box 148
Caroline, AB T0M 0M0
Fax: 403-722-4050
Email: cao@caroline.ca

Attention:OFFICE OF THE CHIEF ADMINISTRATION OFFICER

Summer Village of Burnstick Lake
PO Box 501
Caroline, AB T0M 0M0
Fax: 403-722-4050
Email: burnstick8@gmail.com

Attention:OFFICE OF THE CHIEF ADMINISTRATION OFFICER

Clearwater County
PO Box 550
Rocky Mountain House, AB T4T 1A4
Phone: 403-845-4444
Fax: 403-845-7330
Email: rleaf@clearwatercounty.ca

Attention:OFFICE OF THE CHIEF ADMINISTRATION OFFICER

Or such other address, fax number or email address as the Parties may respectively designate from time to time.

9.3 Assignment

The Parties shall not assign this Agreement and shall not grant any rights to any person, firm or corporation to use Emergency Planning or the work product derived therefrom, except as permitted by this Agreement.

9.4 Severable

If any portion of this Agreement is unenforceable for any reason, that portion shall be severed, and the balance of the Agreement shall remain and be binding.

9.5 No Partnership

Nothing contained in this agreement or in any acts of the Parties hereto shall be deemed to create any relationship or partnership other than that of licensees and common usage as set forth.

9.6 Interpretation and Amendments

This Agreement as and from its effective date replaces and extinguishes all prior agreements between the Parties relation to Emergency Planning. Agreements that follow this effective date will be considered as enhancements not replacements. This Agreement is the entire Agreement between the Parties in respect to the issues contained herein related to Emergency Planning and it may not be and shall not be amended or altered in any way other than by an amending agreement in writing duly executed by the Parties and expressly and by its terms referable to this Agreement and the provisions so amended. No verbal agreements, courses of conduct or documents that have not been so executed shall apply or be asserted at any time in such respects.

9.10 Counterparts

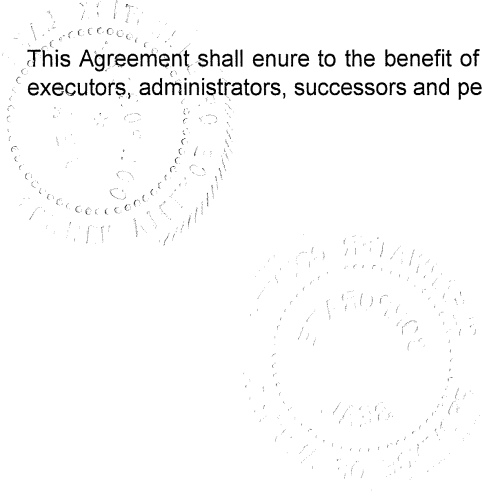
This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and, notwithstanding their date of execution, shall be deemed to bear date as of the date of this Agreement.

9.11 Time

Time shall be of the essence of this Agreement.

9.12 Enurement

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



9.13 Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Parties hereto have executed this agreement as of the day and year first above written.

TOWN OF ROCKY MOUNTAIN HOUSE

Per: 

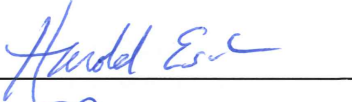
Per: 

VILLAGE OF CAROLINE

Per: 

Per: 

SUMMER VILLAGE OF BURNSTICK LAKE

Per: 

Per: 

CLEARWATER COUNTY

Per: 

Per: 

SCHEDULE "A"

Intermunicipal Dispute Resolution Procedure

1. **Definitions** - In this Schedule, the following words and phrases have the following meanings:
 - (a) "Arbitrator" means the person appointed to act as such to resolve any Dispute;
 - (b) "Arbitration" means a process whereby each of the Parties, with or without legal counsel, agrees to jointly engage and meet with an Arbitrator who will render a binding decision in respect of any Disputes;
 - (c) "Dispute" means any disagreement or controversy between the Parties concerning any matter arising out of this Agreement;
 - (d) "Disclosed Information" means the information disclosed by a Party for the purpose of settlement, negotiation, Mediation or Arbitration;
 - (e) "Mediation" means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a mediation, conciliation or similar dispute resolution process;
 - (f) "Mediator" means the person appointed to facilitate the resolution of a Dispute between the Parties;
 - (g) "Party" means a party to the Agreement to which this Dispute Resolution Procedure is attached, and "Parties" means more than one of them; and
 - (h) "Representative" means an individual who has no direct operational responsibility for the matters comprising the Dispute who holds a senior position with a Party and who has full authority to settle a Dispute.

2. **Dispute Process** - In the event of any Dispute, the Parties agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a Dispute in the following order:
 - (a) first, by negotiation;
 - (b) second, by way of Mediation; and
 - (c) third, by arbitration, if mutually agreed to in writing at the time of the Dispute, by the Parties.

Negotiation, Mediation or Arbitration shall refer to, take into account, and apply the intentions and principles stated by the Parties within Agreement to which this Schedule is attached.

3. **Negotiation** - A Party shall give written notice ("Dispute Notice") to the other Party of a Dispute and outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of receipt of the Dispute Notice, the negotiation shall be deemed to have failed.

4. **Mediation** - If the Representatives cannot resolve the Dispute within such thirty (30) day period, then the Dispute shall be referred to Mediation. Any one of the Parties shall provide the other Party with written notice ("Mediation Notice") specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated. If the Mediation is not completed within sixty (60) days from the date of receipt of the Dispute Notice, the Dispute shall be deemed to have terminated and failed to be resolved by Mediation.

5. **Arbitration**

- (a) If the Mediation fails to resolve the Dispute and if both Parties so agree in writing, at the time of the dispute, the Dispute shall be submitted to binding Arbitration. One of the Parties may provide the other Party with written notice ("Arbitration Notice") specifying the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated. If the other Party agrees to proceed to Arbitration, such Dispute shall proceed to Arbitration. A failure to respond to the Arbitration Notice shall be deemed to constitute a refusal to proceed with Arbitration;
- (b) The Arbitrator shall conduct the Arbitration in accordance with the commercial arbitration rules (the "Rules") established from time to time by the ADR Institute of Canada Inc., unless the Parties agree to modify the same pursuant to any arbitration agreement. The Arbitration Act (Alberta) shall apply to all Arbitrations but if there is a conflict between the Rules and the provisions of the Act, the Rules shall prevail. Notwithstanding the foregoing, any such Arbitration shall be conducted in the English language;
- (c) The Arbitrator shall proceed to hear and render a written decision concerning any Dispute within:
 - (i) forty-five (45) days, if the subject matter of the Dispute is less than \$50,000.00;
or
 - (ii) one hundred and twenty (120) days, if the subject matter of the Dispute is greater than \$50,000.00.
- (d) The Arbitrator has the right to award solicitor-client costs against the unsuccessful Party and to award interest but does not have the right to award punitive, consequential or other exemplary damages.
- (e) The Arbitrator's decision is final and binding but is subject to appeal or review by any court of proper jurisdiction only with respect to an allegation of fraud.

6. **Participation** - The Parties and their Representatives will participate in good faith in the negotiation, Mediation and, if applicable, Arbitration processes and provide such assistance and Disclosed Information as may be reasonably necessary and notwithstanding that litigation may have commenced as contemplated in this Schedule.
7. **Location** – Unless otherwise agreed upon by the Parties, the place for Mediation and Arbitration shall be Red Deer, Alberta.
8. **Selection of Mediator and Arbitrator** - If the Parties are unable to agree upon the appointment of a single Mediator or Arbitrator within ten (10) days after receipt of the Mediation Notice or Arbitration Notice, either of the Parties may request that a single Mediator or Arbitrator, as the case may be, of suitable training, experience and independence, and who in respect of the subject matter of the Dispute has a reasonable practical understanding, be appointed by the executive director or other individual fulfilling that role for the ADR Institute of Canada, Inc. The executive director shall be requested to make this determination within five (5) days of receipt of the request.
9. **Costs** - Subject to clause 5(d) of this Schedule in the case of an Arbitration, the Parties shall bear their respective costs incurred in connection with the negotiation, Mediation and, if applicable, Arbitration except that the Parties shall equally share the fees and expenses of the Mediator and Arbitrator and the cost of the facilities required for Mediation and Arbitration.
10. **Disclosed Information** - All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any Representative, Mediator and, if applicable, Arbitrator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this dispute resolution procedure shall require a Party to disclose information that is subject to confidentiality provisions with third Parties.
11. **Litigation and Limitations Act** - No Party shall commence litigation concerning the Dispute until the negotiation and Mediation processes have concluded. The Parties agree that during the time any Dispute is subject to the negotiation and Mediation processes, the limitation periods set forth in the Limitations Act (Alberta) shall be stayed. The limitation periods shall be reinstated once the Mediation terminates or is deemed terminated so that each of the Parties shall have the respective rights and remedies that were available to them before the commencement of these processes. Any Party may commence litigation on any date, if necessary, to preserve its legal rights and remedies if the commencement of litigation after that date would otherwise be banned by any applicable limitation period or if the commencement of litigation is otherwise necessary to prevent irreparable harm to that Party.

12. **Confidentiality** - The Parties agree that there is a real risk that substantial damage to a Party's commercial interests may result if Disclosed Information or Confidential Information is obtained by third Parties because a Dispute becomes the subject matter of litigation. The Parties agree not to contest or oppose, directly or indirectly, an application by a Party to the court, that the court's file relating to such litigation, including this Agreement and supporting financial information, be sealed upon commencement of the litigation.

SCHEDULE "B"

Organizations that May be Appointed to the CREMA

- 1.0** The Regional Director of Emergency Management may invite the following organizations to nominate representatives to serve as members of the CREMA, including:
- a) utility companies;
 - b) health agencies;
 - c) service organizations; and
 - d) any other agency or organization that, in the opinion of the Director, may assist in the preparation or implementation of the Municipal Emergency Plan.

Tri-Council Agenda Item

Project: Clearwater County Wastewater Systems Review and Needs Assessment	
Presentation Date: September 10 th , 2018	
Author: Devin Drozd, Civil Engineering Intern; Kurt Magnus, Director, Public Works Operations; Rick Emmons, Chief Administrative Officer	Municipality: Clearwater County
Recommendation: That the Tri-Council receives this as information.	
Attachments: N/A	

Background:

Clearwater County has five hamlets, with Condor, Leslieville, and Nordegg each having their own wastewater lagoon systems, while Alhambra and Withrow rely on individual land-owner septic tanks and fields. The Town of Rocky Mountain House and the Village of Caroline also have their own wastewater systems. All of these systems are in varying stages of the requirement of upgrades.

Clearwater County's current status is as follows:

Condor

The wastewater system at Condor consists of a lift station and a conventional gravity-fed lagoon with an operational capacity of 20,000 m³, serving a population of approximately 300.

The lagoon, as of now, does not meet current Alberta Environment & Parks regulatory specifications, but is allowed to be grandfathered into the system. Presently, upgrades are being done to the Lift Station. In addition, to meet the current regulatory requirements associated with conventional lagoon systems, an application has been submitted, through the '*Municipal Water/Wastewater Partnership*' program, for a grant to fund the necessary upgrades to the lagoon. Once all upgrades have been completed, the system will be able to accommodate an increase in population to 500 individuals.

Discoveries were also made showing that, in the near future, some of the sanitary lines in the hamlet will need to be upgraded.

When the upgrades are completed, Condor's wastewater system will be sufficient for a 25+ year lifespan and will meet current Alberta Government regulatory standards.

Leslieville

The wastewater system at Leslieville consists of a lift station and a conventional gravity-fed lagoon with an operational capacity of 20,000 m³, serving a population of about 400.

It, too, presently does not meet current Alberta Environment & Parks regulatory specifications but is allowed to be grandfathered into the system. Upgrades to the lift station were completed in 2013. Upgrades are not planned within the next three years, or budgeted for the lagoon wastewater system. However, Clearwater County is aware of the fact the provincial government may decide, at some point in the future, that grandfathered systems now need to be upgraded. As such, that cost will be a part of Clearwater County's 10-year Capital Plan.

Additionally, discoveries were also made showing that, in the near future, some of the sanitary lines in the hamlet will need to be upgraded.

When the upgrades are completed, Leslieville's wastewater system will be sufficient for a 25+ year lifespan and will meet current Alberta Government regulatory standards.

Nordegg

The wastewater system at Nordegg consists of a lift station and an aerated lagoon with a capacity of 126,000 m³, divided amongst five storage cells, serving a population of about 100. Anticipating growth, associated with future development plans, this lagoon was built to accommodate a population increase to 2500.

As per Alberta Environment & Parks regulatory requirements, an aeration system was, in 2018, placed into Cell 4 and Cell 5 thus making all five cells aerated. Various spot fixes have been completed on the sanitary lines which, in turn, have kept the lines in good shape.

This wastewater system currently meets the Alberta Government's regulatory standards and will be sufficient for a 25+ year lifespan.

The Area of Clearwater County

For large scale septage dumping, Clearwater County has entered into an agreement with the Town of Rocky Mountain House to utilize their aerated wastewater lagoon at the northern edge of the town at SW-34-39-7-W5M until 2023.

It is Clearwater County's understanding that the Village of Caroline is unable to accommodate external wastewater at this time.

Condor and Leslieville are not able to accommodate external hauling at this time.

Nordegg is able to accommodate external hauling, however its geographic location is not conducive for a large percentage of residents.

Additionally, various sites have been conceptualized to house a possible wastewater facility. They are as follows;

- 1.) 10 km west of Rocky Mountain House and on the south side of Highway 11, in particular NW-34-39-8-W5, SW-34-39-8-W5, NW-27-39-8-W5, NE-33-39-8-W5, and SE-33-39-8-W5.
- 2.) Potential location between the Village of Caroline and the Town of Rocky Mountain House (that longterm could be used as a regional or partnered system)

Tri-Council Agenda Item

Project: Waste Reduction Strategy	
Presentation Date: September 10, 2018	
Author: Dean Krause CAO	
Recommendation: For discussion on waste reduction strategies.	
Attachments: Recycling 101 Presentation	

Background:

The Regional Waste Commission received a presentation from the Recycling Council of Alberta highlighting the importance of waste reduction including recycling, plastics and organics. This is a global issue that needs to be addressed at the local level. The Municipal Government Act now identifies fostering the well-being of the environment one of the purposes of a municipality.

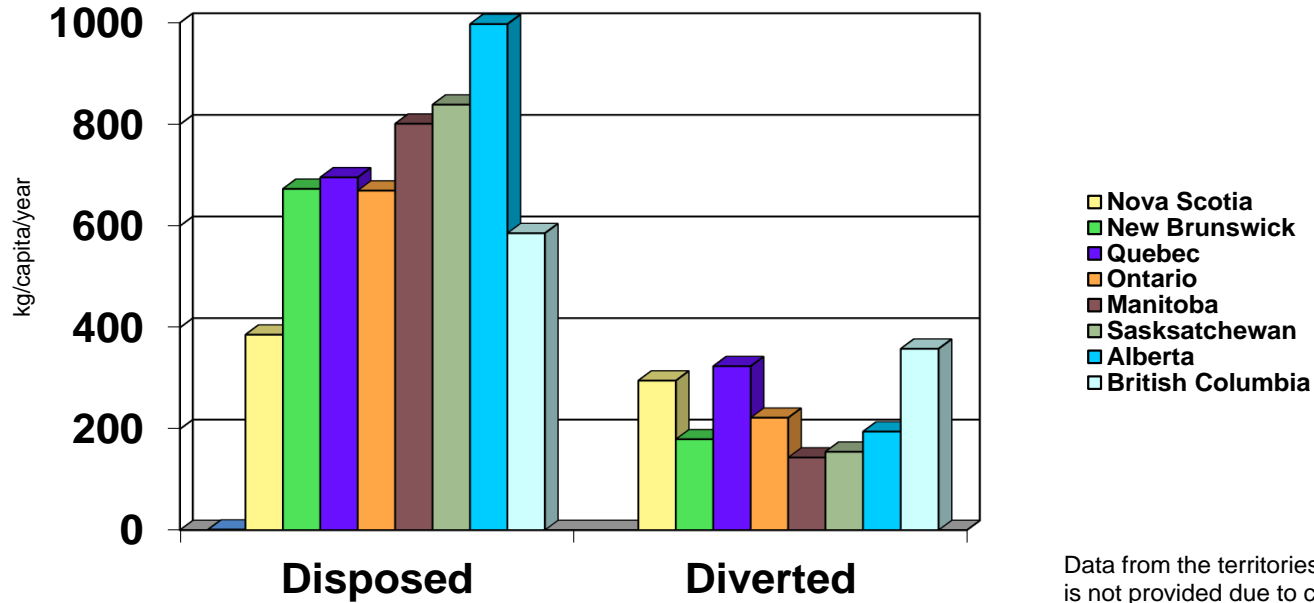
A regional waste reduction strategy would be a benefit to all of our citizens and promote our region as a leader in the environment. The Town would like a discussion on creating a regional waste reduction strategy through the Commission and exploring any grants to assist with this.

Recycling 101

Christina Seidel, Executive Director



2014 Provincial Trends



Data from the territories, NL and PEI is not provided due to confidentiality reasons
Source: Statistics Canada 2014 data

Provincial Waste Disposal

	2012	2014	Percentage Change 2012 to 2014	2012	2014	Percentage Change 2012 to 2014
	Total Waste Disposal ¹			Waste Disposal per Capita		
	tonnes		% Change	kilograms		% Change
Canada	24,681,474	25,103,034	1.7	710	706	-0.6
Newfoundland and Labrador	391,571	415,158	6	744	786	5.6
Prince Edward Island	x	x	x	x	x	x
Nova Scotia	365,079	364,193	-0.2	86	86	-0.1
New Brunswick	492,938	508,115	3.1	51	73	3.3
Quebec	5,584,621	5,714,630	2.3	91	96	0.7
Ontario	9,208,839	9,165,299	-0.5	87	70	-2.4
Manitoba	1,017,663	1,026,522	0.9	14	01	-1.5
Saskatchewan	957,670	940,595	-1.8	82	39	-4.9
Alberta	3,913,924	4,097,584	4.7	1,009	97	-1.1
British Columbia	2,604,147	2,721,309	4.5	73	86	2.3
Yukon, Northwest Territories and Nunavut	x	x	x	x	x	x

Source: Statistics Canada 2014 data

Provincial Waste Disposal

	tonnes					
	Residential Sources ³		Non-residential Sources ⁴		All Sources	
	2012	2014	2012	2014	2012	2014
Canada	4,684,615	4,966,775	4,496,859	5,136,529	4,681,474	5,103,034
Newfoundland and Labrador	x	x	x	x	91,571	15,158
Prince Edward Island	x	x	x	x	x	x
Nova Scotia	45,601	60,805	19,478	203,388	65,079	364,193
New Brunswick	215,755	234,534	277,183	273,581	492,938	508,115
Quebec ²	2,803,335	2,897,424	2,781,286	2,817,207	2,584,621	2,714,630
Ontario	3,388,501	3,490,792	3,820,338	3,674,507	3,208,839	3,165,299
Manitoba	44,227	30,119	573,436	596,403	601,663	602,522
Saskatchewan	15,987	31,430	641,682	609,166	57,670	640,595
Alberta	176,226	230,635	737,698	866,949	913,924	907,584
British Columbia	47,542	41,345	1,656,605	1,779,963	1,604,147	1,721,309
Yukon, Northwest Territories and Nunavut	x	x	x	x	x	x

Source: Statistics Canada 2014 data

Provincial Waste Diversion

	2012	2014	Percentage Change 2012 to 2014	2012	2014	Percentage Change 2012 to 2014	2012	2014
	Total materials diverted			Diverted materials per capita			Diversion rate	
	tonnes			kilograms				
			% change			% change		
Canada	775,448,007	779,057,177	7.2	777236	777255	8.0	25.5	26.5
Newfoundland and Labrador	x	77777729,972	x	x	777757	x	x	6.7
Prince Edward Island	x	7777772,604	x	x	777229	x	x	x
Nova Scotia	77777754,881	77777779,031	9.5	7777281	7777296	5.3	41.1	43.4
New Brunswick	77777738,364	77777735,791	-1.9	7777783	7777780	-1.7	21.9	21.1
Quebec ³	7772,507,260	7772,662,655	6.2	7777296	777724	9.5	31.0	31.8
Ontario	7772,829,205	7773,044,657	7.6	7777208	7777222	7.0	23.5	24.9
Manitoba	77777784,859	77777784,024	-0.5	7777744	7777744	-0.2	15.4	15.2
Saskatchewan	77777756,016	77777773,953	11.5	7777737	7777755	13.2	14.0	15.6
Alberta	77777758,168	777777801,577	5.7	7777792	7777795	1.6	16.2	16.4
British Columbia	7777775,537,472	7777776,665,077	8.3	7777722	7777758	11.3	37.1	38.0
Yukon, Northwest Territories and Nunavut	x	77777777,836	x	x	7777753	x	x	x

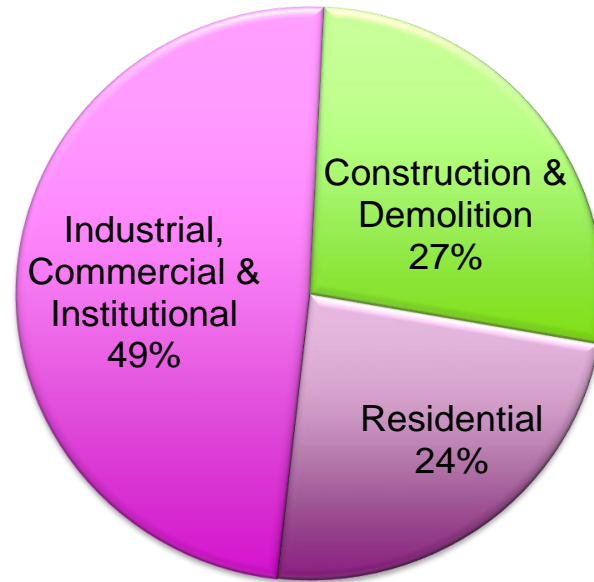
Source: Statistics Canada 2014 data

Provincial Waste Diversion

	tonnes					
	Residential Sources ⁴		Non-residential Sources ⁵		All Sources	
	2012	2014	2012	2014	2012	2014
Canada	7,664,396	8,802,042	3,783,611	2,255,135	3,448,007	10,057,177
Newfoundland and Labrador	x	9,279	x	10,693	x	19,972
Prince Edward Island	x	1,475	x	1,129	x	2,604
Nova Scotia	35,655	40,319	19,226	38,712	254,881	279,031
New Brunswick	4,164	8,354	4,200	7,437	38,364	35,791
Quebec ³	1,224,732	1,195,665	1,282,528	1,466,990	2,507,260	2,662,655
Ontario	1,946,771	2,051,075	82,434	93,582	2,829,205	3,044,657
Manitoba	8,230	17,638	6,629	6,386	184,859	184,024
Saskatchewan	7,237	5,743	8,779	8,210	56,016	73,953
Alberta	17,444	87,321	40,724	14,256	175,168	201,577
British Columbia	65,994	71,382	871,478	953,695	1,537,472	1,665,077
Yukon, Northwest Territories and Nunavut	x	3,790	x	4,046	x	7,836

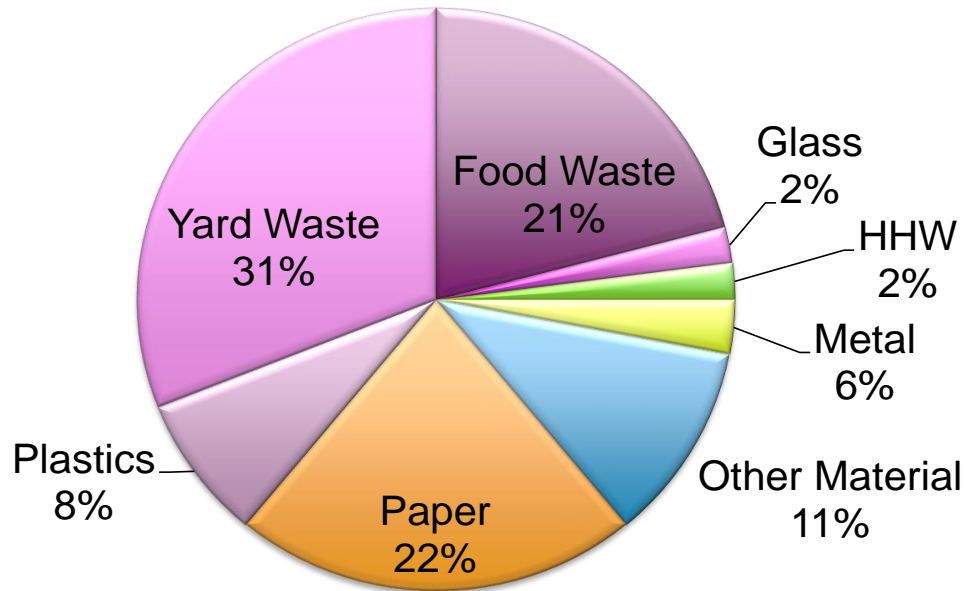
Source: Statistics Canada 2014 data

Sources of Waste Materials generated in Alberta



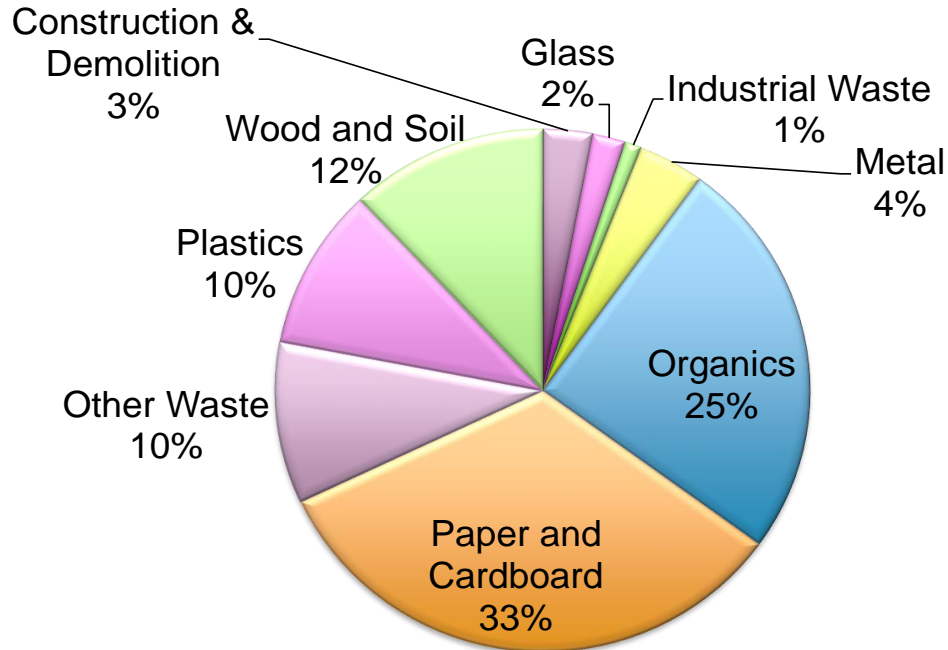
Source: Stats Canada

Composition of Residential Waste



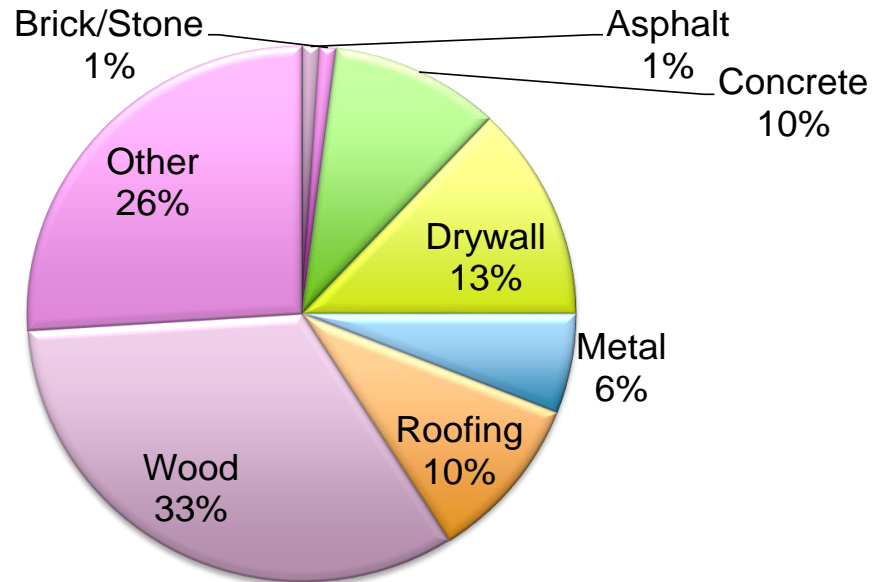
Source: Provincial Waste Characterization Framework, Oct. 2005

ICI Waste Composition



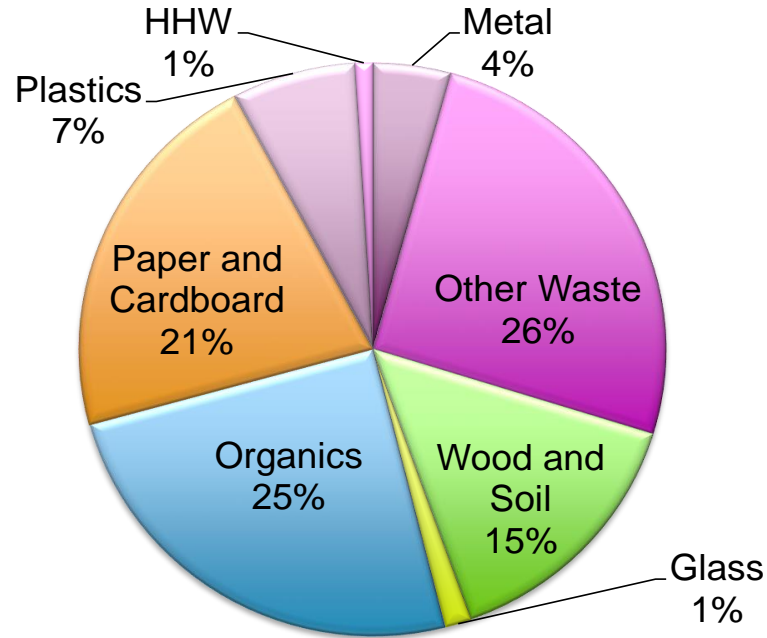
Source: Provincial Waste Characterization Framework, Oct. 2005

C&D Waste Composition



Source: Provincial Waste Characterization Framework, Oct. 2005

MSW Waste Composition

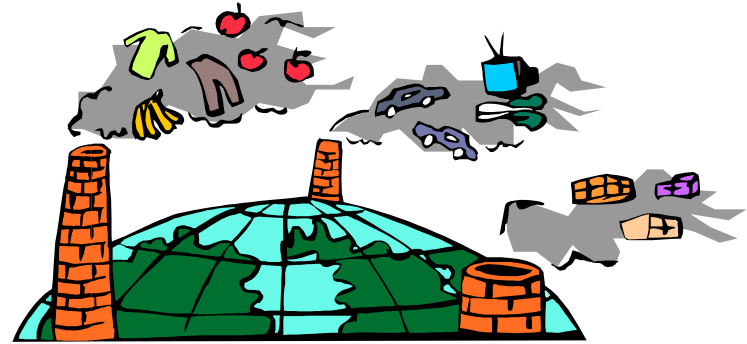


Source: compiled from charts found in Provincial Waste Characterization Framework, Oct. 2005

Environmental Impacts

Effects of Waste

- Fill up landfills
- Fire hazards
- Toxic hazards
- Pollution
- Climate change / greenhouse gas emission



Landfill Space Savings

- Garbage = 750 to 1250 lb/yd³
- 1 tonne garbage ~ 2-3 yd³ landfill space
- Key recyclables have lower densities, magnifying their impact on landfill costs:
 - Cardboard: 750 lb/yd³
 - Plastic containers: 355 lb/yd³
- Landfill tipping fees vary:
\$20/tonne - \$135/tonne

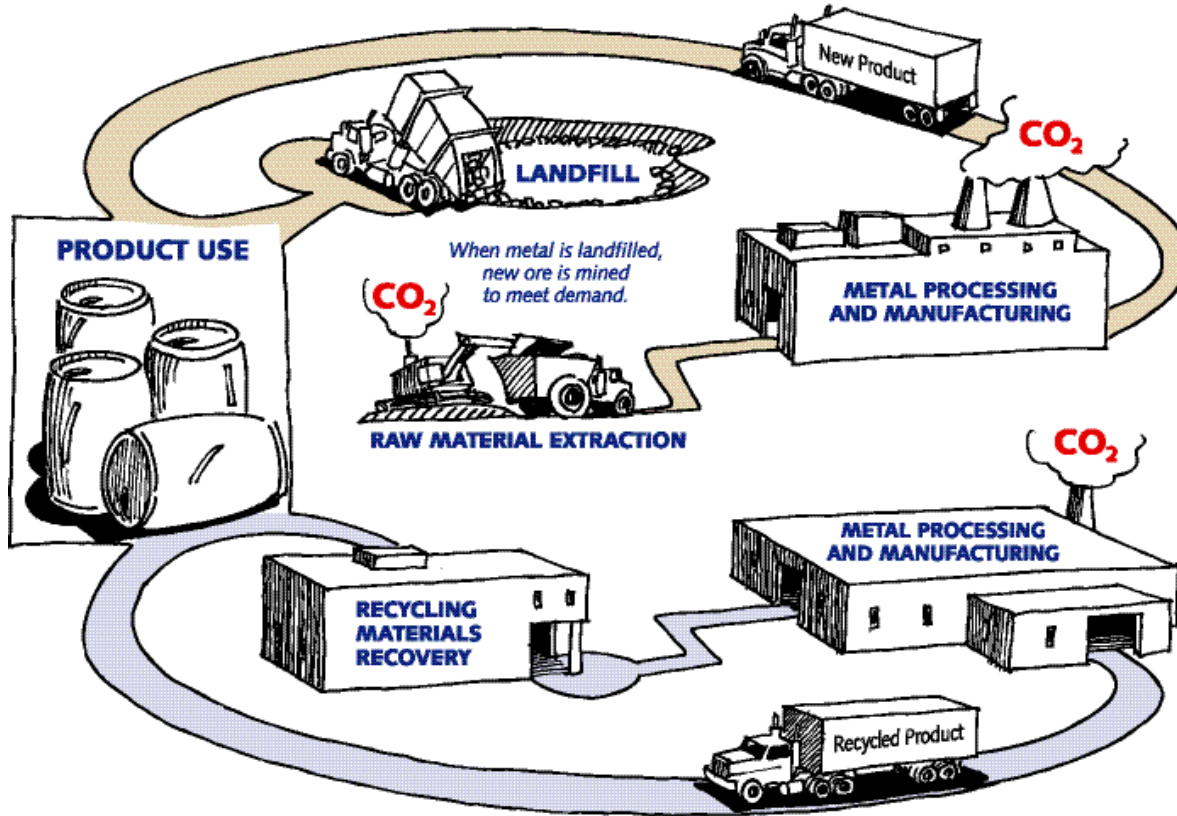


Climate Change

- EPA / Environment Canada studies
 - Reducing waste (eliminating it at the source) has the most dramatic impact on reducing greenhouse gasses
 - Recycling is also effective way of reducing GHGs
 - less energy is required to manufacture materials from recycled materials than from virgin material
 - no gases occur from landfilling or incinerating those materials

GHG Emissions for Metals

Life Cycles for Landfilling vs. Recycling



Net GHG Emissions from MSW Management Options

RCA RECYCLING COUNCIL OF ALBERTA

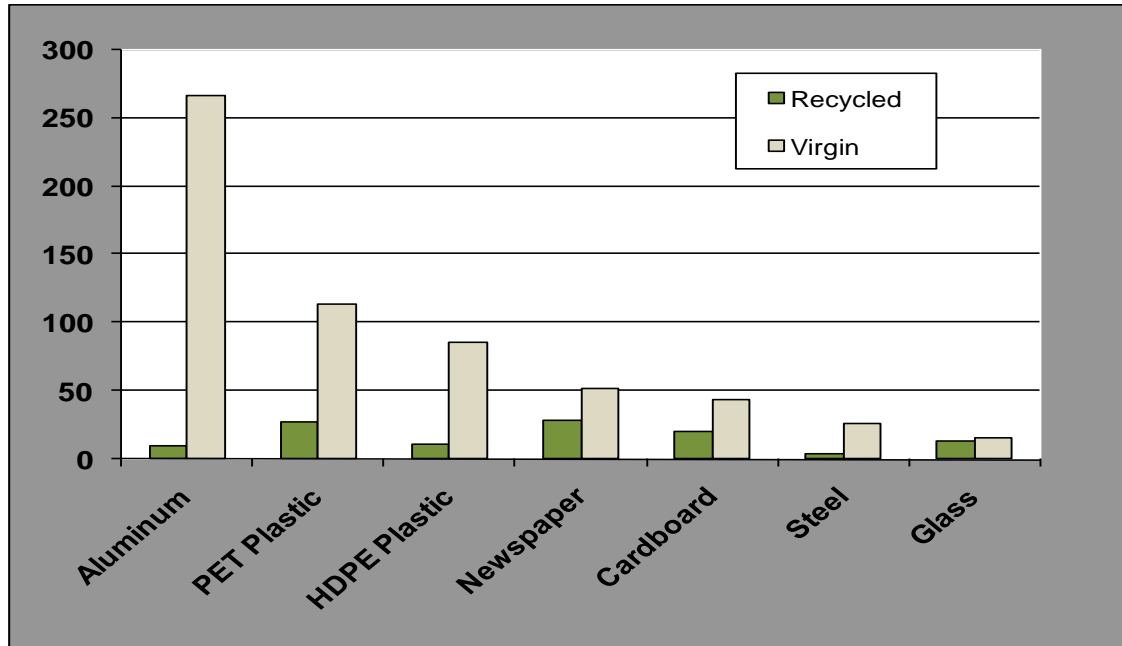
(tonnes eCO₂/tonne)

Material	Source Reduction	Recycling/ Composting	Anaerobic Digestion	Thermal Treatment	Landfill
Newspaper	(3.81)	(2.81)	(0.49)	(0.05)	(1.22)
Fine Paper	(5.93)	(3.33)	(0.34)	(0.04)	1.18
Cardboard	(5.22)	(3.34)	(0.32)	(0.04)	0.29
Aluminum Cans	(4.55)	(6.49)	0.01	0.01	0.01
Steel	(1.95)	(1.15)	0.01	(0.99)	0.01
Glass	(0.40)	(0.10)	0.01	0.01	0.01
HDPE	(2.74)	(2.27)	0.01	2.85	0.01
PET	(3.50)	(3.63)	0.01	2.13	0.01
Computers	NA	(1.59)	0.01	0.41	0.01
Food Waste	NA	(0.24)	(0.10)	0.02	0.80
Yard Waste	NA	(0.24)	(0.15)	0.01	(0.33)

Energy Use:

Recycled & Virgin Content Products

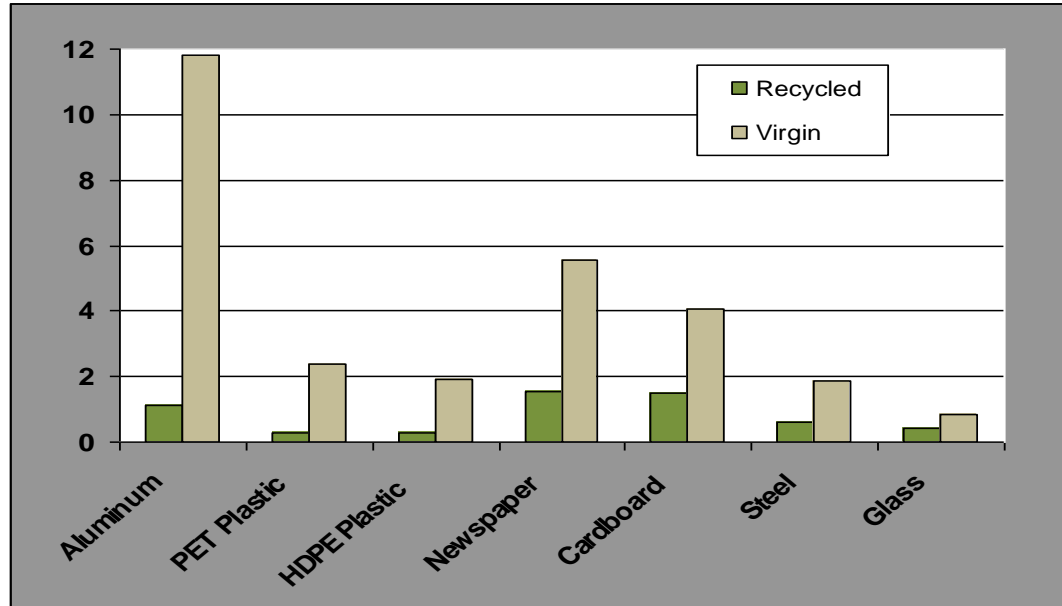
(MJ/kg)



Source: Dr. Jeffrey Morris, Sound Resource Management

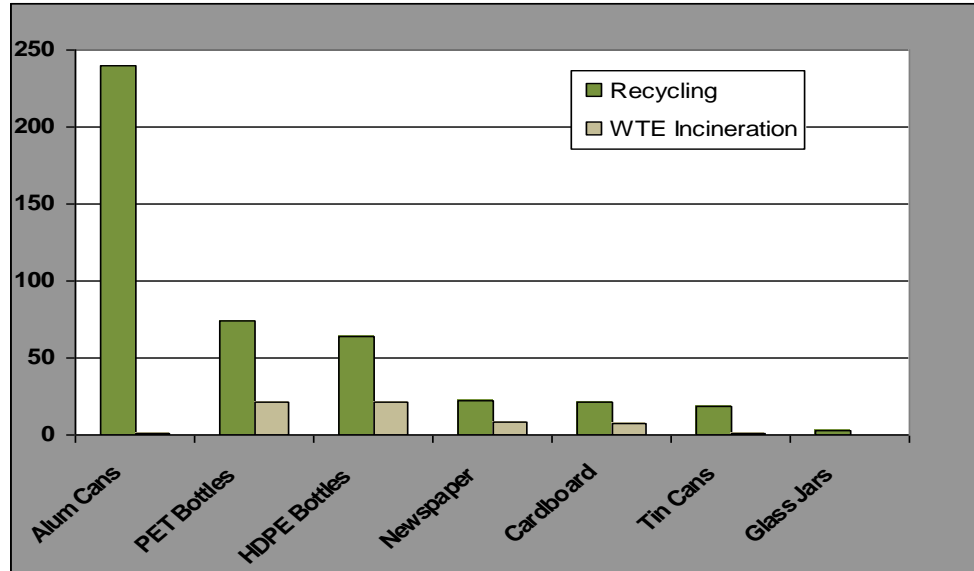
CO₂ Emissions: Recycled & Virgin Content Products

(kg eCO₂/kg)



Source: Dr. Jeffrey Morris, Sound Resource Management

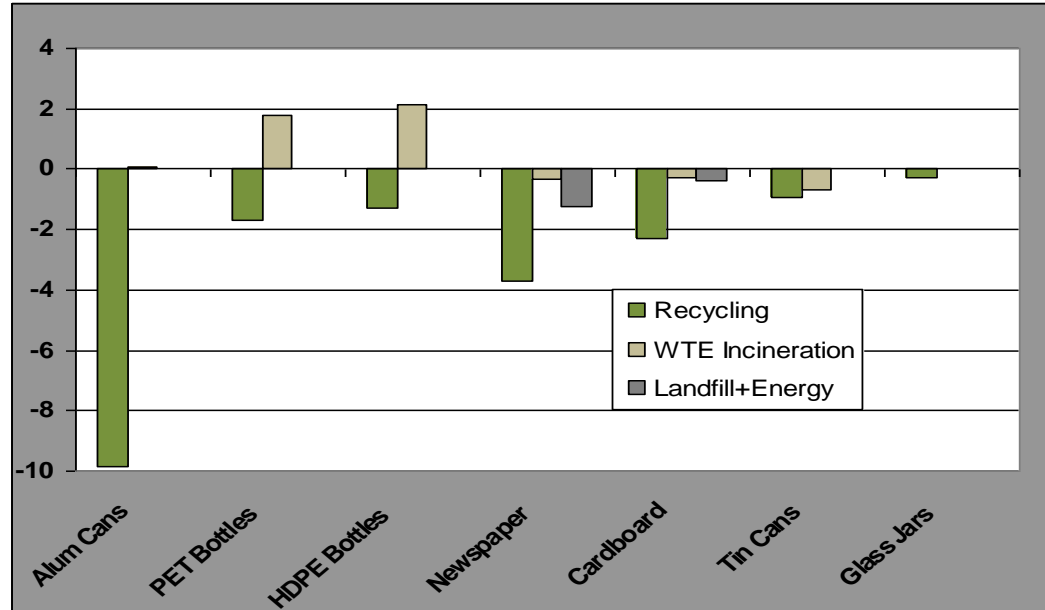
Energy Savings: Recycling vs. WTE Incineration (MJ/kg)



Source: Dr. Jeffrey Morris, Sound Resource Management

CO₂ Emissions: Recycling versus Disposal

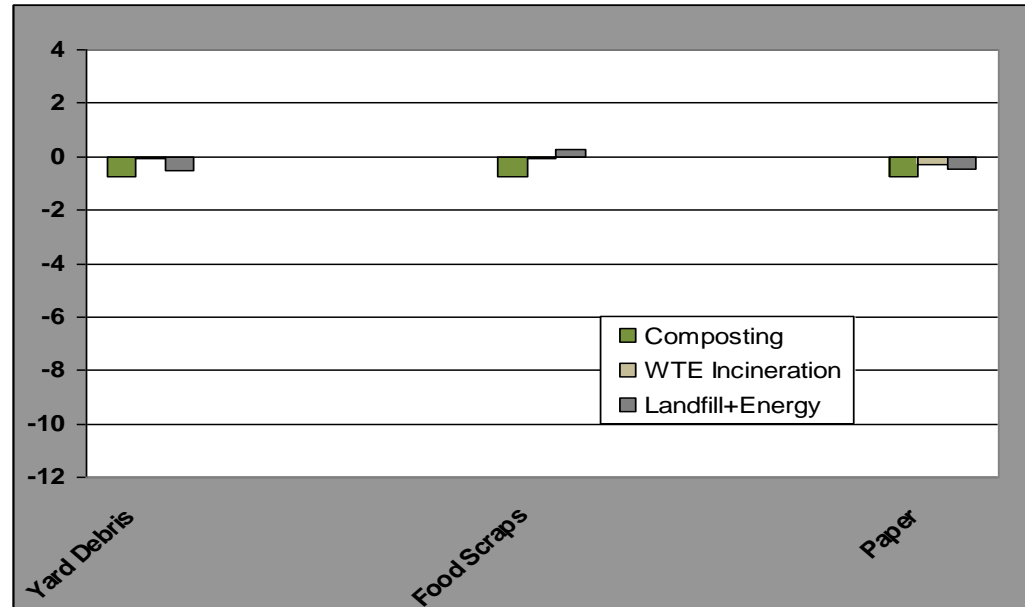
(kg eCO₂/kg)



Source: Dr. Jeffrey Morris, Sound Resource Management

CO₂ Emissions: Composting versus Disposal

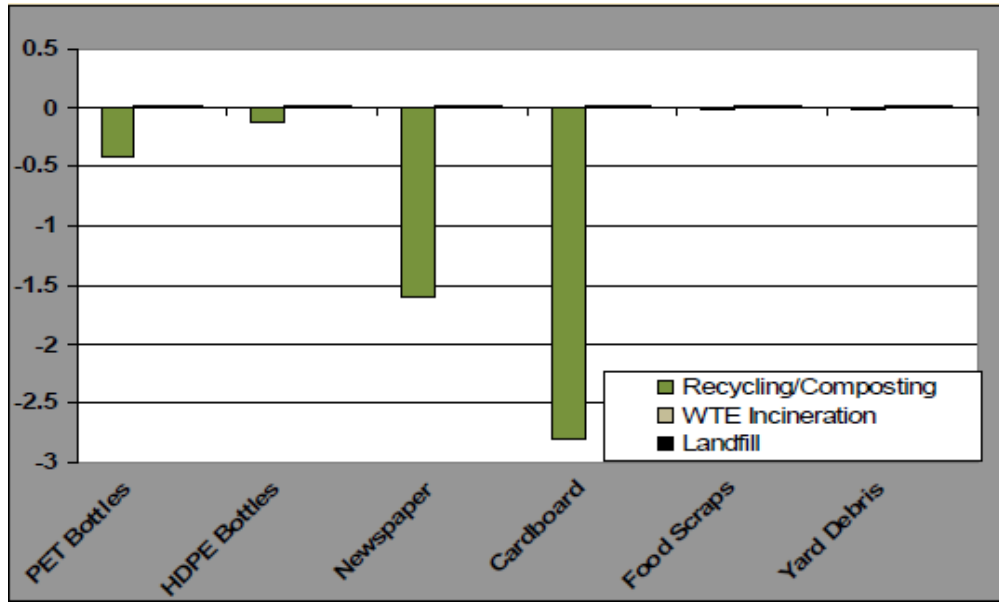
(kg eCO₂/kg)



Source: Dr. Jeffrey Morris, Sound Resource Management

Health Threatening Emissions Increase/(Decrease)

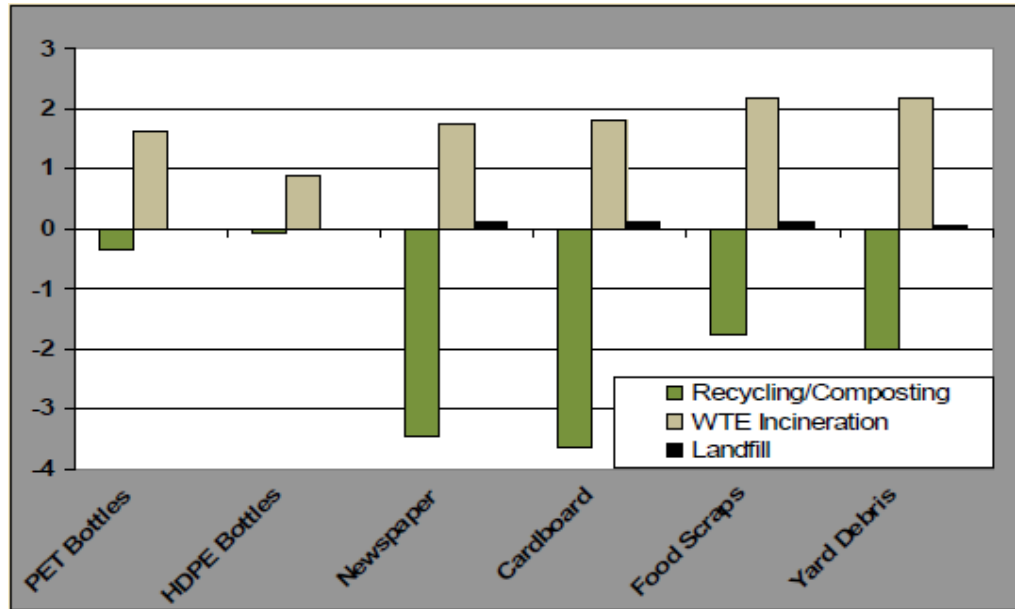
(tonnes eToluene per tonne)



Source: Dr. Jeffrey Morris, Sound Resource Management

Ecosystems Toxicity Emissions Increase/(Decrease)

(kilograms e2,4-D per tonne)



Source: Dr. Jeffrey Morris, Sound Resource Management

Value of Pollution Reductions from Recycling & Composting

Discard Type	Environmental Value (US\$/metric ton)
Newspapers	\$363-367
Cardboard	467-496
Mixed Paper	172-197
Glass Containers	61
PET Plastics	639-712
HDPE Plastics	224-310
Other Plastics	224-310
Aluminum Cans	1,607
Ferrous Cans & Scrap	18-72
Food Scraps	62-107
Yard & Garden Debris	61-74
Compostable Paper	52-78

Source: Dr. Jeffrey Morris, Sound Resource Management

What is Waste?

- Represents system failure / inefficiency
- Design to eliminate waste
- Zero Waste movement

Zero Waste Definition

Zero Waste is a goal that is both pragmatic and visionary, to guide people to emulate sustainable natural cycles, where all discarded materials are resources for others to use. Zero Waste means designing and managing products and processes to reduce the volume and toxicity of waste and materials, conserve and recover all resources, and not burn or bury them. Implementing Zero Waste will eliminate all discharges to land, water or air that may be a threat to planetary, human, animal or plant health."

Source: Zero Waste International Alliance

Zero Waste System

Courtesy: Canadian Centre for Policy Alternatives, Art – Sam Bradd

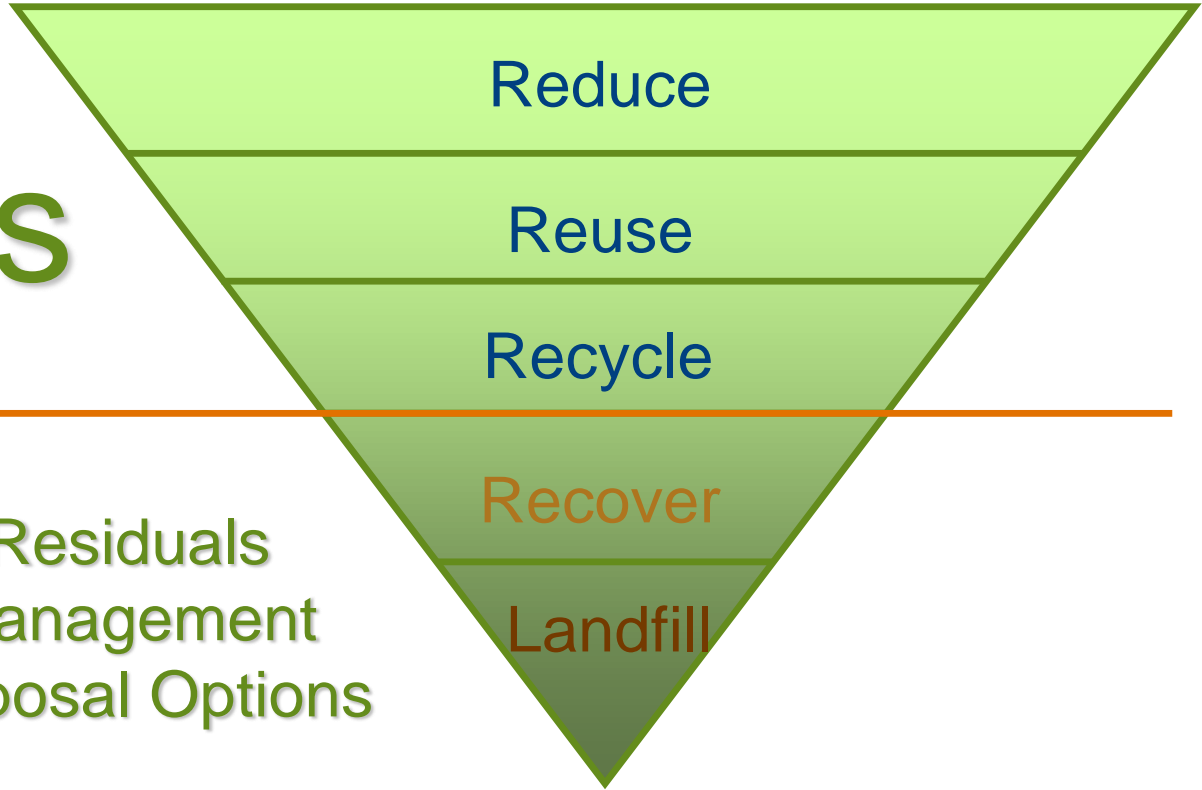


Zero Waste Principles

- Zero Waste to landfill or incineration
 - divert more than 90% of solid wastes from landfill
 - no solid wastes are processed in facilities that operate above ambient biological temperatures (more than 200 degrees F) to recover energy or materials

Waste Management Hierarchy

3Rs

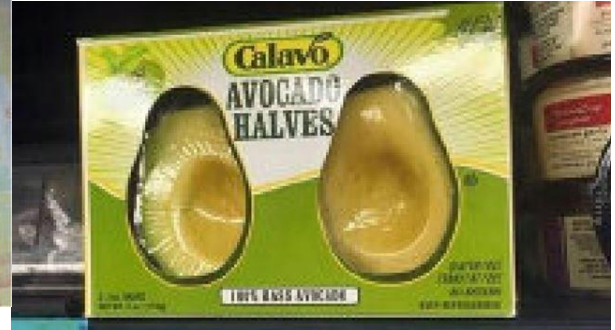


Residuals
Management
Disposal Options

3Rs Hierarchy

- **Reduce**
 - Source reduction can be achieved by purchasing durable, long-lasting goods, as well as seeking products and packaging that represent a reduction in materials, energy consumption or toxicity
- **Reuse**
 - Reusing involves the use of a product more than once without altering its form, either for the same or for a different purpose
- **Recycle**
 - Diverting products from disposal at the end of their useful lives, sorting, transporting and processing them to produce secondary sources of materials that are subsequently used in the production of new goods

Reduction



Reuse

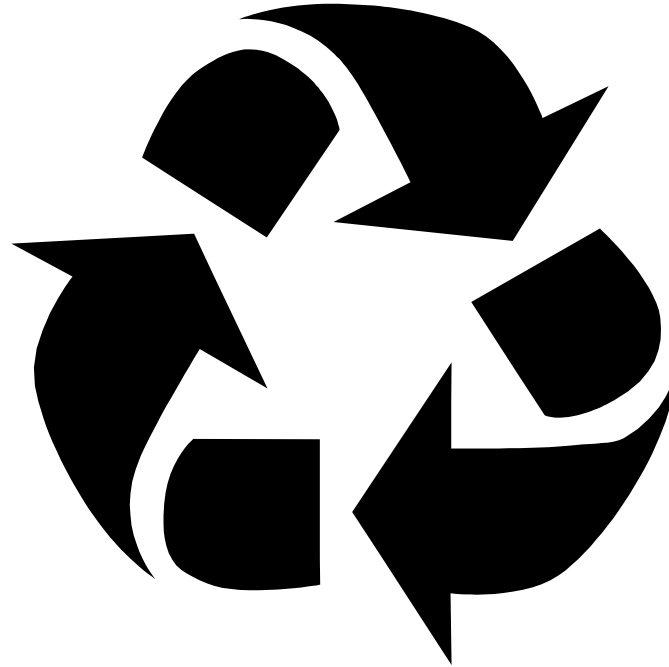


RCA RECYCLING COUNCIL
OF ALBERTA



Recycling

collection



resale

remanufacture

Residuals

- Materials that cannot reasonably be reduced, reused or diverted for recycling or composting.
 - ~20% of the municipal waste stream
- The long-term zero-waste objective is to eliminate residuals from the waste stream.
- Residuals may be a temporary situation
 - Lack of markets
 - Poor product design
- True residuals require a disposal option.

Residuals Disposal Options – Energy Recovery

- Energy recovery involves utilizing the embodied energy in waste materials to produce needed heat or electricity.
 - Energy recovery is represented by a variety of combustion processes.
- Recovery is considered an alternate disposal method, not a recycling alternative.

Residuals Disposal Options – Landfill

- Disposal of residual materials on land, in a specially engineered site constructed to minimize hazard to public health and safety.
- Landfills are still required with waste-to-energy for disposal of residual ash (~10-25%).

MSW Options Report

- Considered 3 community sizes
 - population of 20,000 / 80,000 / 200,000
- Looked at a number of management methods
 - composting
 - anaerobic digestion
 - sanitary landfill
 - bioreactor landfill
 - thermal treatment
- Full report available on RCA website

MSW Options Report

- Key Thermal Treatment Findings
 - Can reduce material 90% by volume; 70-75% by weight
 - 450 to 500 kWh of electricity per tonne of waste processed
 - 24 tonnes of waste can heat the average Canadian home
 - New and emerging technologies such as plasma gasification are generally not yet commercially available or proven on a full scale
 - Costly waste treatment alternative
 - comparable to cost of anaerobic digestion
 - more costly than landfill disposal

WTE Costs (from operating facilities)

	Annual Volume (tonnes)	Capital Cost (millions)	Operating Cost (per tonne)
Batch Process Starved Air	2600 – 5200	\$5 – \$7	\$430 – \$466
Semi-Continuous Starved Air	6,000 – 160,000	\$9.5 – \$118	\$110 – \$257
Mass Burn	300,000	\$200	\$100
Gasification (Edmonton estimates)	100,000	\$90	TBD

But, What About Europe?

- Very different policy framework
 - Recycling strongly established
- Strong focus on hierarchy
 - Prevention, reuse, recycling key elements
- EU Target: by 2020, 50% of municipal solid waste and 70% of waste from construction, demolition, industry and manufacturing must be re-used or recycled.
 - Netherlands currently at 66% diversion
 - Germany at 65% diversion
- New targets increase recycling; limit recovery



So, What is the Role of Waste-to-Energy in a Zero Waste World?

- Waste-to-energy should be considered a residuals treatment (or disposal) option
- Waste prevention, reuse and recycling must be priorities over WtE
 - WtE does not provide best environmental option
- 3Rs must be optimized prior to WtE being considered
- Plan for Zero Waste
 - from disposal, not from landfill

Trends in Recycling

City of Calgary

- Blue Cart Recycling
 - Service for single family homes
- Community Recycling Depots
 - Service for multi-family homes
 - Network of over 50 depots
- Organics Collection Pilot





City of Edmonton

- Blue bag, curbside pickup of recyclables
- Co-composter composts organics contained in the general waste stream
- Depots for drop-off of multi-family recyclables
 - New program for blue bag collection of multi-family
- Year-round EcoStation household hazardous waste drop-off







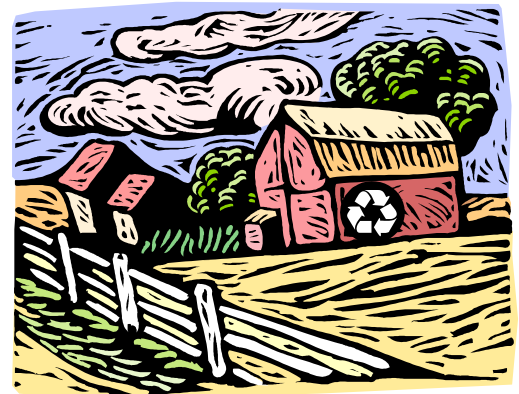
Edmonton Co-Composter



Strathcona County Green Routine

Rural Alberta

- Primarily drop-off depot collection of recyclables
- Varied levels of service
- Bag limits, user-pay and landfill bans common tools used to promote waste reduction





Edson & District Recycling Depot

CCME Stewardship Definition

- “[Packaging] stewardship is a concept by which industry, governments, and consumers assume a greater responsibility for ensuring that the manufacture, use, reuse, recycling, and disposal [of packaging] has a minimum impact on the environment.”

- “Extended producer responsibility (EPR) is an environmental policy approach in which a producer's responsibility for a product is extended to the post-consumer stage of a product's life cycle.”

Alberta Stewardship Programs - Regulated

- Beverage Containers
- Scrap Tires
- Used Oil Materials
- Electronics
- Paint



BEVERAGE CONTAINER MANAGEMENT BOARD



Electronics Recycling Alberta



Paint Recycling Alberta



Tire Recycling Alberta



Alberta Used Oil Management Association

Alberta Stewardship Programs

- Non-Regulated / Voluntary

- Pesticide Containers
<http://www.environment.alberta.ca/01535.html>
- Dead Drugs (Envirx)
<http://www.ec.gc.ca/epr/default.asp?lang=En&n=CDA75A7C-1>
- Portable Rechargeable Battery Collection (call2recycle.ca)
 - Covers Nickel-Cadmium (Ni-Cd), Nickel Metal Hydride (Ni-MH), Lithium Ion (Li-Ion) and Small Sealed Lead (Pb) rechargeable batteries.
- Recycle My Cell (www.RecycleMyCell.ca)
- MoU for a Voluntary Strategy to Reduce Plastic Bag Distribution in Alberta
 - Agreement made in June 2010 between Alberta Environment and Retail/Grocery Associations to reduce the per capita and overall distribution of plastic bags at point-of-sale from the amount distributed in 2008 by 30% by 2012 and by 50% by 2014.

Scrap Tires

- Program launched in 1992
- Regulated retail advance disposal surcharge
- Program administered by non-profit stakeholder board (Alberta Recycling Management Authority – Tire Recycling Program)
- Dedicated Fund
- Board Funding Strategy
 - *Pay for results*
 - *Value-added products*
- Over 100 million tires recycled



Which Tires are Covered under the Program?

- Passenger car, motorcycle and pickup truck tires - \$4
- All-terrain vehicle, forklift, skid-steer (bobcat) tires - \$4
- Tires on trucks, transporters, trailers and buses - \$9
- Industrial and Off-the-Road (OTR) Tires (except farm tires)
 - Rims < 24" - \$40
 - Rims > 24" - \$100
 - Rims > 33" - \$200



Recycled Tire Products

- Rubber patio bricks, tiles and mats
- Crumb instead of sand in playgrounds
- Spreadable poured-in-place playground cover
- Sports field and running track applications
- Roofing products
- Undercushion
- Dairy “mattresses”



Used Oil Management Program

- Environmental Handling Charge (EHC) on new oil materials (oil, filters, plastic containers)
- Industry-established non-profit, AUOMA, governs funds
- Return Incentive (RI) paid for collection / transport to recyclers
- Similar program in effect in BC, Saskatchewan, Manitoba, Quebec and Ontario



Environmental Handling Charges

Paid by the first seller in the province to AUOMA, may be passed on to resellers / consumers

- Oil
 - 5 cents per litre of new oil
- Filters
 - \$0.50 on filters under 8 inches in length,
\$1 per filter equal to or greater than 8" in length
- Containers
 - 5 cents per litre-size of container (5 cents for a one-liter container;
20 cents for a four-litre container)



Recycled Products

- “Re-refined” Motor Oil
- Industrial Heating Oil
- Numerous Recycled Industrial Plastic Products
 - New Oil Containers
 - Railroad Ties
 - Guardrail Posts
 - Curbs and Fence Posts
 - Plastic Pipe
 - Dimensional Lumber
 - Other Durable Goods
 - Flower Pots
 - Plastic Patio Furniture
- Recycled Industrial Metal Products



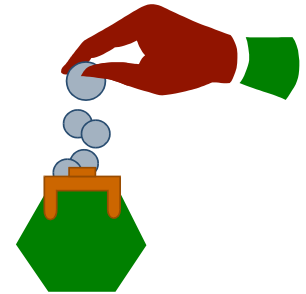
Beverage Container Recycling

- Return system established in 1972
- Containers are returned for deposit at 216 bottle depots in Alberta
- >2.1 billion containers collected and recycled in 2015 (84.5% return rate)



Beverage Container Management System

- Deposit paid at retail level on ready to drink beverage containers (including milk)
 - 10 cents on containers up to and including one litre
 - 25 cents on containers larger than one litre
 - 10 cents for beer bottles and cans
- Container Recycling Fee (CRF) shown visibly on till slips – non-refundable



Alberta's Electronics Recycling Program

- Launched October 2004
- Environmental fees collected on the sale of new eligible electronics in Alberta. Fees are used to:
 - Collect, transport and recycle scrap electronics,
 - Develop research into new recycling technologies, and
 - Build awareness and support for the electronics recycling programs.
- More than 350 collection sites across Alberta
 - Some communities hold e-waste roundup events
- Over 7,800,000 units or 160,000 tonnes of electronic components recycled



Eligible Products and Recycling Fees

- Regulated advance disposal surcharge
 - Televisions
 - 18-inch screen and smaller: \$15
 - 19-inch to 29-inch screen: \$25
 - 30-inch to 45-inch screen: \$30
 - 46-inch and larger screen: \$45
 - Computer Equipment
 - Computer monitors (LCD and CRT): \$12
 - CPUs and servers (also covers recycling of keyboard, mouse, cables, and speakers): \$10
 - Printer/printer combinations: \$8
 - Laptop and notebook computers: \$5



Paint Recycling Program

- Launched April 1, 2008
- Over 310 collection sites have been established throughout Alberta
- Over 18 million litres of paint and 3.3 million spray paint cans have been recycled



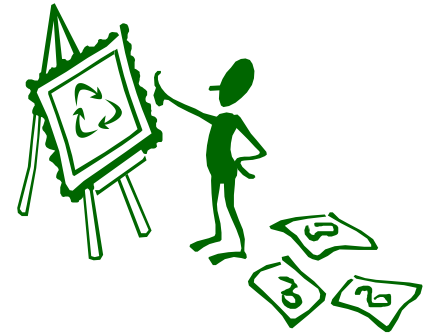
Paint Recycling Fees

- Unpressurized paint containers:
 - 100 ml to 250 ml: \$0.10
 - 251 ml to 1 L: \$0.25
 - 1.01 L to 5 L: \$0.75
 - 5.01 L to 23 L: \$2.00
- Aerosol paint containers all sizes: \$0.10
- Paint is sorted into different streams and sent to processors
 - Recycled into new paint, used for fuel blending, or sent for proper disposal if necessary



Stewardship Summary

- Stewardship programs have been successful in diverting waste
- Regulation provides level playing field to producers
- Dedicated funds ensure targeted programs
- DAOs maintain “arm’s length” from government



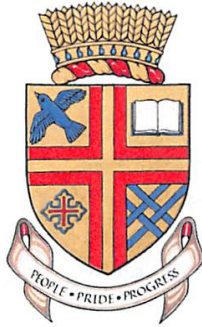
Closing the Loop

- Buy Recycled
 - Support recycling industry
 - Encourage use of recycled materials
- Green Procurement Sources
 - RCA's Enviro Business Guide
<https://recycle.ab.ca/ebguide>
 - EcoLogo (Environmental Choice) Program
 - Ask for Green choices



About RCA

- Mission
 - To Promote and Facilitate Waste Reduction, Recycling, and Resource Conservation in Alberta
- Christina Seidel
Executive Director
- 403.843.6563
- info@recycle.ab.ca
- recycle.ab.ca



Mayor Grant Creasey,
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OFFICE OF THE MAYOR

August 7, 2018

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

RE: Solid Waste Management Proposal

Dear Mayor Burke,

Tammy

Recently, a few of my fellow Council members and I attended the 2018 Federation of Canadian Municipalities (FCM) Annual Conference and Tradeshow in Halifax, NS. It was a pleasure seeing many of you there as well, taking part in four days of plenaries, workshops, industry-led seminars and study tours offered by the City of Halifax.

A study tour I was particularly excited to attend was on disruptive waste management technologies, presented by Sustane Technologies Inc. at their facility in Chester. In fact, this tour was one of the primary reasons I attended the FCM conference, and it did not disappoint.

The study tour explored the transition from traditional landfilling to a disruptive recycling technology that is sure to change the way we think about the value locked within our solid waste and recyclables.

The Sustane Chester project launched in September 2016 with an agreement between Sustane Technologies and the District of the Municipality of Chester, NS to divert their landfill-destined municipal solid waste (MSW) to a Sustane facility. The project broke ground in March 2017 and will commence operation soon.

The plant is designed to transform up to 70,000 tonnes per year of waste into 35,000 tonnes per year of Sustane biomass pellets, 3.5 million litres per year of synthetic diesel fuel and recyclable metals. It will increase landfill diversion rates for area municipalities to over 90 per cent.

I believe that having a similar facility located in central Alberta would go a long way in addressing the proper use of our MSW.

Imagine if we neighbouring municipalities worked together to attract such a facility to the region. We would no longer have to send our MSW to landfill, which is wasteful, polluting and short-term thinking.

RECEIVED

AUG 15 2018

Town of Rocky Mtn. House

I believe that any such facility would be ideally located at the Prentiss Transfer Station site, where a number of area municipalities already transport their waste as part of the Lacombe Regional Waste Services Commission. The proposed recycling facility would take the currently landfilled waste and transform it into usable materials.

An attractive part of this model is that the capital investment is borne by Sustaine Technologies, as is the operational burden. This fact suggests and impressive commitment on their part.

What's the catch, you ask? To make this proposed system viable, we would require MSW from a minimum of 150,000 central Alberta residents, and area municipalities will have to agree to supply MSW to the proposed facility for 20 years – a reasonable expectation, in my opinion.

I believe the time is ripe for us to move forward and engage this exciting technology. Not only it represents a new opportunity for our region, it will also result in less pollution and healthier, more sustainable communities.

In order to make this process economical, I am contacting municipalities within a 90 km radius of the Prentiss site. While I do not intend to limit access to others, this seems like a reasonable starting point. Should you know of any municipalities beyond the 90 km radius who wish to get involved, I would certainly like to hear from them.

Is your municipality interested in participating? I would very much like to hear from you. Please contact me with your thoughts at gcreasey@lacombe.ca or call (403)782-1271. I would appreciate your input prior to October 1, 2018.

Sincerely,



Mayor Grant Creasey,
City of Lacombe

Tri-Council Agenda Item

Project: Invitation to Tour Olds Fibre Ltd. (O-NET) Operations Centre	
Presentation Date: September 10, 2018	
Author: Rick Emmons, CAO	Municipality: Clearwater County
Recommendation: That the Town of Rocky Mountain House and Village of Caroline Councils indicate their interest in joining Clearwater County Council on a tour of O-NET Operations Centre.	

Background:

On behalf of Clearwater County Council, Reeve Vandermeer extends an invitation to Town of Rocky Mountain House and Village of Caroline Councils to join County Council on a tour of the O-NET operations centre in Olds.

O-NET, a community-owned and operated Fibre-to-the-Premises network, offers broadcasting, phone and internet services to residents and businesses in the Town of Olds.

TRI-COUNCIL MEETING

Clearwater County  Town of Rocky Mountain House  Village of Caroline

Notes of a Tri-Council Meeting of Clearwater County, Town of Rocky Mountain House, and Village of Caroline, Province of Alberta, held October 17, 2016, in the Clearwater County Council Chambers in Rocky Mountain House.

CALL TO ORDER: The meeting was called to order at 9:30 am by Mayor Rachele Peters with the following in attendance:

Clearwater County:

Reeve -

Councillors -

Patrick Alexander, Co-Chair

Curt Maki

Earl Graham

John Vandermeer

Kyle Greenwood

Jim Duncan

Theresa Laing

Ron Leaf

Tracy Haight

County CAO -

Recording Secretary -

Director, Community &

Protective Services -

Community Relations Coordinator -

Ted Hickey

Jerry Pratt

Town of Rocky Mountain House:

Mayor -

Councillors -

Fred Nash, Co-Chair

Jason Alderson

Tammy Burke

Sheila Mizera

Donald Verhesen

Randall Sugden

Manfred Ullmann

Todd Becker

Town CAO -

Village of Caroline:

Mayor -

Councillors -

Rachele Peters, Co-Chair

Mary Bugbee

John Rimmer

Bill Sumyk

Corby Parsons

Village CAO -

Melissa Beebe



Delegates:

University of Alberta -	Dr. Jonathan Banks
Alberta Innovates -	Dr. Maureen Kolla
Rocky Regional Waste Authority -	Debbie Jennings

Media: Laura Button

**AGENDA
APPROVAL &
ADDITIONS:**

The order of business on the October 17, 2016 Tri-Council Meeting agenda was amended as follows:

- That Item 3.4 Regional Fire Review Update is considered as the second item of business.

Moved by Councillor John Vandermeer that the October 17, 2016 Tri-Council Meeting Agenda be accepted as amended.

CARRIED

The October 17, 2016 Tri-Council Meeting agenda was amended as follows:

- The addition of Physician Recruitment and Retention Committee as item 3.5

Moved by Mayor Fred Nash that the October 17, 2016 Tri-Council Meeting Agenda be accepted as amended further.

CARRIED

**ITEM 3
REPORTS:**

3.1 Update U of A Geothermal Study

Ron Leaf introduced Dr. Jonathan Banks, University of Alberta Research Associate and Dr. Maureen Kolla, Manager, Alberta Innovates – Energy and Environment Solutions.

Dr. Banks reported on conclusions from the first phase of the University of Alberta study relating to the geothermal energy potential in various reservoirs located in the Clearwater County area and presented a slide show, “Deep-Dive Analysis of the Best Geothermal Reservoirs for Commercial Development in Alberta”.



Dr. Banks responded to questions and discussion took place on the economic value in repurposing oil and gas infrastructure to access geothermal energy for use in heating applications.

Dr. Banks explained the second part of the study is to determine political and economic resources for development of the identified reservoirs.

Councillor Earl Graham left the meeting at 10:05 am.

Moved by Councillor Tammy Burke that Tri-Council receives the information as presented.

CARRIED

Item 3.4 Regional Fire Review Update

Ron Leaf reported on the status of the Regional Fire Operations and Governance Review and noted new draft municipal agreements and bylaws are under development. The documents will clarify roles and responsibilities, clearly define terms, outline cost sharing and specify authorities for regional fire services. It is anticipated that the documents will be ready for review by the Regional Fire Rescue Services Committee late November 2016 with intent to present to Councils in the first quarter of 2017.

Brad Dollevoet, Director of Planning and Community Development, Town of Rocky Mountain House, joined the meeting.

Mr. Leaf responded to questions and discussion took place on the processes in place to develop the intended governance and policy direction from Councils for a regional fire service.

Discussion took place on budget concerns and Mr. Leaf noted he anticipates budget information to come forward in the next six to eight weeks.

Moved by Councillor Kyle Greenwood that Tri-Council receives the information as presented.

CARRIED

Wilbert Yang and Myron Moore joined the meeting.



Item 3.2 Rocky Mountain Regional Solid Waste Authority 2016 Governance and Operations Review.

Wilbert Yang, Project Manager, Tetra Tech EBA Inc., and Myron Moore, Management Consultant, Stack'd Consulting, presented a slide show "Operations and Governance Review Final Report Overview" that summarized key points, findings and recommendations as outlined in the draft 'Rocky Mountain Regional Solid Waste Authority 2016 Governance and Operations Review' report issued by Tetra Tech EBA Inc.

Councillor Graham joined the meeting 11:15 am

Mr. Yang and Mr. Moore responded to questions and discussion followed on the recommendations presented for long term strategic planning, service delivery options, governance structure, asset management and fiscal policies to support the plan for cost efficient service deliverables.

Moved by Councillor John Vandermeer that Tri-Council accepts the 'Rocky Mountain Regional Solid Waste Authority 2016 Governance and Operations Review' report issued for review by Tetra Tech EBA Inc. in principle.

CARRIED

Item 3.3 Regional Economic Development Plans for 2017

Jerry Pratt, Community Relations Advisor, Clearwater County, presented a slide show "Population and Demographic Trends and Forecast" on population statistics and forecasts by StatsCan for Alberta's Census Division 9 (Clearwater County).

Discussion took place on factors effecting population trends, the future of the family farm and automation/technology effecting jobs in the area.

Discussion took place on the anticipated increase in the senior population over the next 25 years and the corresponding need for senior housing.

Mr. Pratt reviewed the Tourism Group's economic development initiatives and activities for 2017 which will continue to focus on tourism.

Mr. Pratt responded to questions and explained the Group's initiatives are currently funded through operational budgets and provincial grants.



Discussion took place on the Rocky/Nordegg trail development and Mr. Pratt explained this initiative is dependent on available funding and provincial trail designation. Currently, development is minimal.

Discussion followed on the role of each municipality to encourage tourism initiatives, such as lobby efforts to enhance internet/mobile service in the area, future capital investment and/or the development of a regional economic board endorsed by the three municipalities.

Discussion continued on the purpose of a regional economic board is to provide a governance structure to move the process of economic diversification forward in a timely manner, attract economic growth and encourage tourism opportunities.

Moved by Councillor Sheila Mizera, that with Administrative assistance, Town of Rocky Mountain House Council, Clearwater County Council and Village of Caroline Council explore the development of a regional economic board.

Town of Rocky Mountain House Council CARRIED

Clearwater County Council CARRIED

Village of Caroline Council CARRIED

Item 3.5 Physician Recruitment and Retention Committee

Discussion took place on the Physician Recruitment and Retention Committee's goal for recruiting physicians to provide health and medical care services to the public.

Moved by Councillor Kyle Greenwood that Tri-Council receives the information as presented.

CARRIED

ADJOURNMENT: *Moved by Councillor Earl Graham that the Tri-Council meeting adjourn at 1:22 pm.*

CARRIED


Fred Nash, Co-Chair


Pat Alexander, Co-Chair


Rachele Peters, Co-Chair