

TOWN OF ECKVILLE-COUNCIL AGENDA

Tuesday, October 15, 2024

Town Office Council Chambers Eckville, AB 6:00 pm
(Councillors may attend via electronic means)

- | | | |
|--|------|--|
| 1. CALL TO ORDER | 1.1 | |
| 2. DELEGATIONS/PUBLIC HEARING | 2.1 | |
| 3. AGENDA | 3.1 | Adoption of Agenda |
| 4. MINUTES | 4.1 | Regular Council Meeting Minutes – September 23, 2024 pg.1-3 |
| 5. ACTION ITEMS | 5.1 | RFD – Temporary Road Closure Fall Festival pg. 4-5 |
| | 5.2 | RFD – Request for Cancellation of Tax Arrears pg. 6-7 |
| | 5.3 | RFD – AHS Lease Extension Agreement pg. 8-11 |
| | 5.4 | RFD – Parkland Regional Library 2025 Budget pg. 12-13 |
| | 5.5 | RFD – Canada Community Building Fund Agreement pg. 14-24 |
| | 5.6 | RFD – Proposed Amendment to Overtime Policy pg. 25-30 |
| | 5.7 | RFD – Circular Materials Contract pg. 31-70 |
| 6. BYLAWS, POLICIES | 6.1 | |
| 7. REPORTS | 7.1 | Management Report – October 15, 2024 pg. 71-76 |
| | 7.2 | Financial Report-AP September 23 & October 3, 2024 pg. 77-78 |
| 8. COMMITTEE, BOARD REPORTS | 8.1 | |
| 9. CORRESPONDENCE, INFORMATION | 9.1 | Consent Agenda:
A. Eckville Library Board Minutes – September 11, 2024 pg. 79-80
B. Lacombe County Council Highlights – September 26, 2024 pg. 81-82 |
| 10.SEMINARS, MEETINGS, SPECIAL EVENTS | 10.1 | Central Alberta Elected Officials Dinner pg. 83 |
| 11.CLOSED SESSION | 11.1 | Section 23: Local Public Body Confidences |
| 12.COMMITTEE OF THE WHOLE | 12.1 | |
| 13.ADJOURNMENT | 13.1 | |

TOWN OF ECKVILLE – COUNCIL MINUTES

Monday, September 23, 2024
Eckville Town Office, 5023 – 51 Avenue, Eckville, Alberta
(The meeting was available via electronic means)

- 1. Call to Order**
- 1.1 Mayor Ebden called the meeting to order at 4:00 p.m.
- Present: Mayor Ebden
Councillor Engen
Councillor Meyers
Councillor Pacholek
Councillor Palm-Fraser (joined by electronic means)
Councillor See (joined by electronic means)
Councillor Thoreson (joined by electronic means)
- Absent:
- Staff: CAO, Jack Ramsden
- Press: None Present
- Gallery: None
- 2. Delegations/Public Hearings**
- 2.1 None.
- 3. Agenda**
- 3.1 Additional Agenda Items
- 3.2 Adoption of Agenda
- Res. 228.2024** Moved by Councillor Engen that the agenda be adopted as presented. **Carried Unanimously.**
- 4. Minutes**
- 4.1 Tax Recovery Public Auction Minutes-September 11, 2024
- Res. 229.2024** Moved by Councillor Palm-Fraser that the minutes of the Tax Recovery Auction held September 11, 2024 be approved as presented. **Carried Unanimously.**
- 4.2 Regular Council Meeting Minutes – September 9, 2024
- Res.230.2024** Moved by Councillor See that the minutes of the September 9, 2024, Council Meeting be approved as presented. **Carried Unanimously.**
- 5. Action Items**
- 5.1 RFD- Possible Eckville Municipal Library Board Member Appt.
- Res. 231.2024** Moved by Councillor Pacholek that Nicki McKinnon be appointed to the Eckville Municipal Library Board for a three year time commencing on September 24,

2024 and expiring on September 24, 2027. **Carried Unanimously.**

5.2 RFD – Request for Cancellation of Tax Arrears.

Res. 232.2024 Moved by Councillor Engen that the tax penalties owed on Roll # 006500 in the amount of \$190.52 NOT be cancelled. **Carried.**

Res. 233.2024 Moved by Councillor Engen that the tax arrears penalties on Roll #s 001100/001300/001400/036100/036200/036300 and 052900 in the amount of \$3,439.09 NOT be cancelled. **Carried.**

5.3 Highway 766 Roundabout – Discussion

5.4 Multi-Year Financial Plan – Discussion

6. Bylaws, Policies

6.1 None.

7. Reports

7.1 Management Report for September 23, 2024

Res. 234.2024

Moved by Councillor Thoreson that the Management Report for September 23, 2024, be accepted for information. **Carried Unanimously.**

7.2 Financial Report – AP Sept. 18, 2024.

Res. 235. 2024

Moved by Councillor See that the Financial Report for Sept 23, 2024 be accepted for information. **Carried Unanimously.**

8. Committee & Board Reports

8.1 Councillor Palm-Fraser reported on Parkland Regional Library

8.2 Councillor See reported on Eckville Graduation

8.3 Councillor Engen reported on Lacombe Foundation and Medicine River Watershed Society

8.4 Councillor Pacholek reported on CAEP

8.5 Mayor Ebdon reported on the library, FCSS, Eckville Charitable Society and Central Alberta Mayors & Reeves Meeting

Res. 236.2024

Moved by Councillor Pacholek that the Committee and Board Reports be accepted. **Carried Unanimously.**

9. Correspondence, Information Items

9.1 Consent Agenda:

A. PRLS Highlights of Library Board Meeting

B. PRLS Proposed Budget 2025

c. Lacombe County Highlights of Reg Council Meeting Sept 12, 2024

Res. 237.2024

Moved by Councillor Meyers. that the Correspondence and Information items be accepted as information. **Carried Unanimously.**

10. Seminars, Meetings, Special Events 10.1 None

11. Closed Session 11.1 None

12. Committee of the Whole 12.1 None

13. Adjournment 13.1

Res. 238.2024 Mayor Ebden adjourned the meeting. Time 5:41 p.m. **Carried Unanimously.**

Mayor

CAO

DRAFT

Mtg. Date OCT 15, 2024

Agenda Item 5.1

TOWN OF ECKVILLE Request to Council for Decision

Meeting:	Town Council
Meeting Date:	October 15, 2024
Originated By:	Jack Ramsden, CAO
Title:	Temporary Road Closure for Eckville Fall Festival

BACKGROUND:

Apparently, the decision has been made to hold another Fall Festival in 2024. We have been informed that the "Eckville Fall Festival" will be held on Thursday October 17th from 3:30 to 7:30pm.

DISCUSSION/ALTERNATIVES:

We have been asked again to close a portion of Main Street and have our Public Works set up barricades at 2 or 2:30 pm that day at the corner by the Credit Union and at the corner by the town playground by the high school.

IMPACT ON BUDGET: none

RECOMMENDED ACTION: That the following motion be presented for consideration:

"That Main Street be closed south to 50th Street, north to just south of the Super Service, and east and west on 51st Avenue to the back alleys on October 17th as requested."

Prepared By:  Approved By: _____

Jack Ramsden

From: karen andrew <ronkarenandrew@gmail.com>
Sent: Monday, October 7, 2024 2:07 PM
To: Jack Ramsden
Subject: Eckville fall festival

Could we have public works set up 2 barricades on either end of Main Street the day of our festival. if they were able to set them up t 2 or 2:30 that day that would be great. 1 at the corner by the credit union and 1 at the corner by the town playground by the high school.

Thanks for your help.

Eckville Fall Festival

Thursday, October 17
3:30 - 7:30 pm

Downtown Eckville

Activities: Live Music, businesses and organizations are involved in the event, games for the young and young at heart, scavenger hunt, and more.

Come celebrate our community

Contact Karen Andrew for more information 403-505-6777

Mtg. Date OCT 15, 2024
Agenda Item 5.2

TOWN OF ECKVILLE Request to Council for Decision

Meeting:	Town Council
Meeting Date:	October 15, 2024
Originated By:	Jack Ramsden, CAO; Darcy Webb, Deputy CAO
Title:	Request for Cancellation of Tax Arrears Roll # 004800

BACKGROUND: Section 347(1) of the Municipal Government Act states, "If a Council considers it equitable to do so, it may, generally or with respect to a particular taxable property or business or a class of taxable property or business, do one or more of the following, with or without conditions:

- (a) Cancel or reduce tax arrears;
- (b) Cancel or refund all or part of a tax;
- (c) Defer the collection of a tax."

DISCUSSION/ALTERNATIVES:

Roll # 004800 missed the payment deadline of August 31st. (see attached letter).

The owner claims to have not received a notice and is therefore not liable for the penalty.

IMPACT ON BUDGET: There would be no direct impact on our 2024 tax revenues as we would be dealing strictly with a penalty.

RECOMMENDED ACTION: That the following motions be presented for consideration:

"That the tax arrears penalties owed on Roll # 004800 in the amount of \$80.38 NOT be cancelled."

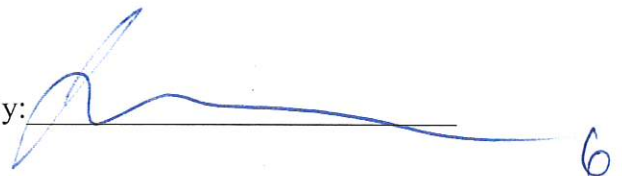
Or

"That the tax arrears penalties owed on Roll # 004800 in the amount of \$80.38 be cancelled."

Prepared by: _____



Approved By: _____



Sept 12, 2024

Town of Echville
Box 578
Echville, AB. T0M0X0

Town Council

On Sept 11, 2024 I received a letter that said I did not pay my taxes. I did not receive a "Property Tax Notice". I went to the Town office to get my Property Tax Notice. It did not include the extra charges that should have been added. I paid this bill at the bank immediately.

As not receiving my tax notice was not my mistake, I feel I should not have to pay the extra tax.

Please review and advise

Re:

Roll Number 004800

Yours truly,

Mtg. Date OCT 15, 2024

Agenda Item 5.2

TOWN OF ECKVILLE Request to Council for Decision

Meeting:	Town Council
Meeting Date:	September 15, 2024
Originated By:	Jack Ramsden, CAO
Title:	Alberta Health Services – Lease Extension Agreement - 2024

BACKGROUND: Our current lease with Alberta Health Services for space at the Emergency Services Building for their Ambulance and Staff Housing expires on September 30, 2024. Please find attached a copy of the proposed new lease extension agreement.

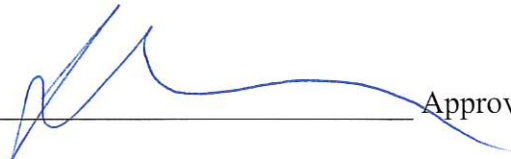
con

DISCUSSION/ALTERNATIVES: This agreement extends the last lease agreement for five years with the same terms, except for the rent terms. Instead of having the rent adjusted each year as per the CPI (Consumer Price Index) as was set out in the previous agreement, the rent will be increased each year by an agreed 3.5 %. The actual yearly rent amounts are set out in the amending agreement.

IMPACT ON BUDGET: No major change.

RECOMMENDED ACTION: That the following motion be presented for consideration:

“That the Town of Eckville approve the lease extension agreement with Alberta Health Services for the allocated space at the Eckville Emergency Services Building for the period of five years commencing on October 1, 2024 and expiring on September 30, 2029 and further that the Mayor and CAO be authorized to sign and endorse said agreement.”

Prepared By:  Approved By: _____

THIS LEASE EXTENSION NAGREEMENT (the "First Extension Agreement") dated effective this 28th day of August, 2024 (the "Effective Date").

BETWEEN:

THE TOWN OF ECKVILLE
(hereinafter called the "Landlord")

OF THE FIRST PART,

- and -

ALBERTA HEALTH SERVICES
(hereinafter called the "Tenant")

OF THE SECOND PART

WHEREAS by a lease agreement dated effective the 1st day of January, 2024 (the "Original Lease"), the Landlord did demise unto the Tenant approximately 1,972.5 square feet of rentable area (the "Demised Premises") within the building commonly known as the Eckville Emergency Services Facility, municipally located at 5305 – 54 Avenue, Eckville, Alberta and located on the lands legally described as:

PLAN 0522254
BLOCK 1
LOT 2
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.272 HECTARES (0.67 ACRES) MORE OR LESS

(the "Lands")

AND WHEREAS the Landlord and the Tenant wish to provide for a formal extension of the term of the Lease subject to the terms and conditions set forth herein;

NOW THEREFORE THIS FIRST EXTENDING AGREEMENT WITNESSETH, in consideration of the sum of Ten Dollars (\$10.00) now paid hereto by each party to the other (the receipt and sufficiency whereof is hereby acknowledged), covenants and agreement hereinafter set out, the parties agree as follows:

1. EXTENDED TERM

1.1 The term of the Lease is hereby extended for a further period of FIVE (5) years, commencing simultaneously with the expiry of the Term and expiring on the 30th day of September 2029 (hereinafter referred to as the "First Extension Term") on the covenants, provisos, terms and conditions set forth in the Lease.

2. RENT

2.1 During the First Extension Term, the tenant shall pay the rent to the Landlord, payable in advance and on the first (1st) day of each calendar month, the rent schedule as follows:

2.2 For the period of **October 1st, 2024 to September 30th, 2025** ("Year 1"): the gross rental amount of FORTY-TWO THOUSAND FORTY-FOUR AND 44/100 (\$42,044.44) DOLLARS, which shall be payable in equal monthly instalments of THREE THOUSAND FIVE HUNDRED THREE AND 70/100 (\$3,503.70) DOLLARS, calculated at a rate of TWENTY-ONE AND 32/100 (\$21.32) DOLLARS per square foot based on the Demised Premises;

- 2.3 For the period of **October 1st, 2025 to September 30th, 2026** ("Year 2"): the gross rental amount of FORTY-THREE THOUSAND FIVE HUNDRED SIXTEEN AND 00/100 (\$43,516.00) DOLLARS, which shall be payable in equal monthly instalments of THREE THOUSAND SIX HUNDRED TWENTY-SIX AND 33/100 (\$3,626.33) DOLLARS, calculated at a rate of TWENTY-TWO AND 06/100 (\$22.06) DOLLARS per square foot based on the Demised Premises;
- 2.4 For the period of **October 1st, 2026 to September 30th, 2027** ("Year 3"): the gross rental amount of FORTY-FIVE THOUSAND THIRTY-NINE AND 06/100 (\$45,039.06) DOLLARS, which shall be payable in equal monthly instalments of THREE THOUSAND SEVEN HUNDRED FIFTY-THREE AND 26/100 (\$3,753.26) DOLLARS, calculated at a rate of TWENTY-TWO AND 83/100 (\$22.83) DOLLARS per square foot based on the Demised Premises;
- 2.5 For the period of **October 1st, 2027 to September 30th, 2028** ("Year 4"): the gross rental amount of FORTY-SIX THOUSAND SIX HUNDRED FIFTEEN AND 42/100 (\$46,615.42) DOLLARS, which shall be payable in equal monthly instalments of THREE THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND 62/100 (\$3,884.62) DOLLARS, calculated at a rate of TWENTY-THREE AND 63/100 (\$23.63) DOLLARS per square foot based on the Demised Premises;
- 2.6 For the period of **October 1st, 2028 to September 30th, 2029** ("Year 5"): the gross rental amount of FORTY-EIGHT THOUSAND TWO HUNDRED FORTY-SIX AND 96/100 (\$48,246.96) DOLLARS, which shall be payable in equal monthly instalments of FOUR THOUSAND TWENTY AND 58/100 (\$4,020.58) DOLLARS, calculated at a rate of TWENTY-FOUR AND 46/100 (\$24.46) DOLLARS per square foot based on the Demised Premises.

3. MISCELLANEOUS

- 3.1 Except as hereby expressly modified, amended and supplemented the said Lease is in all respects ratified and confirmed and the terms, conditions and covenants thereof shall remain in full force and effect.
- 3.2 This Extending Agreement shall enure to the benefit of and be binding upon the Landlord and the Tenant and their respective successors and assigns.
- 3.3 These presents may be executed in two or more counterparts, each such counterpart being duly executed by one or more of the parties hereto, and all such counterparts together (notwithstanding the actual respective dates of execution thereof) forming one document bearing date the day and year first above written.
- 3.4 This agreement shall be governed by the laws of the Province of Alberta.

IN WITNESS WHEREOF the Landlord has executed these presents as of the ____ day of September, 2024.

THE TOWN OF ECKVILLE

Per: _____
 Name: _____
 Title: _____

Per: _____
 Name: _____
 Title: _____

I/We have authority to bind the corporation

IN WITNESS WHEREOF the Tenant has executed these presents as of the ____ day of September, 2024.

ALBERTA HEALTH SERVICES

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

We have authority to bind the corporation

Mtg. Date OCT 15, 2024

Agenda Item 5.4

TOWN OF ECKVILLE Request to Council for Decision

Meeting:	Town Council
Meeting Date:	October 15, 2024
Originated By:	Jack Ramsden, CAO/Darcy Webb, Deputy CAO
Title:	Approval of Proposed Parkland Regional Library 2025 Budget

BACKGROUND: The proposed Parkland Regional Library 2025 Budget was included in the September 23rd Consent Agenda for review by Council.

DISCUSSION/ALTERNATIVES: The proposed per capita request is \$9.81 (2024 - \$9.18). This budget would result in a sixty three cent (\$0.63) increase per capita and is an increase of approximately 6.9% over the prior year.

The amount requested from Eckville in 2025 is based upon the Municipal Affairs population list provided in 2023. The requested amount in 2024 was based upon the population estimates provided by the Alberta Treasury Board. This change in format would result in a requested amount of \$9,947.34 which is down \$683.10 from the requested amount of \$10,630.44 in 2024.

In order to pass, PRL requires 2/3 of both the population and members to approve. At the time of this writing, we are unclear as to what the approval rate of the members is.

Administration does not have an objection to the proposed budget increase.

IMPACT ON BUDGET: The impact on the Town's 2025 operating budget would be a decrease of \$683.10 over the year 2024.

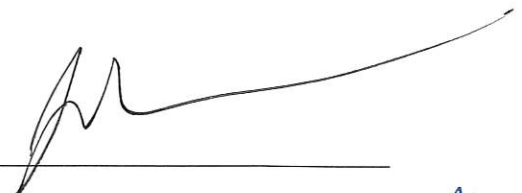
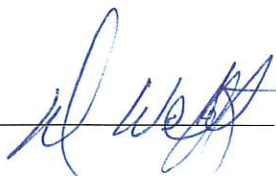
RECOMMENDED ACTION: That the following motion be presented for consideration:

"That the Town of Eckville approve the Parkland Regional Library's 2025 Budget as presented."

Or

"That the Town of Eckville not approve the Parkland Regional Library's 2025 Budget as presented."

Prepared By: _____ Approved By: _____



Parkland Regional Library System
Requisition Comparison for 2024 to 2025

Municipality	2024		2025		Requisition increase or decrease 2024 to 2025
	Treasury Board Population Estimates 2022		Municipal Affairs Population Lists 2023		
	Billing population	per Capita rate \$9.18	Billing population	per Capita rate \$9.81	
1 Village of Alix	835	7,665.30	774	7,592.94	(72.36)
2 Village of Alliance	150	1,377.00	166	1,628.46	251.46
3 Village of Amisk	198	1,817.64	219	2,148.39	330.75
4 Town of Bashaw	778	7,142.04	848	8,318.88	1,176.84
5 Village of Bawlf	425	3,901.50	412	4,041.72	140.22
6 Town of Bentley	1,037	9,519.66	1,042	10,222.02	702.36
7 Village of Big Valley	341	3,130.38	331	3,247.11	116.73
8 SV of Birchcliff	145	1,331.10	211	2,069.91	738.81
9 Village of Bittern Lake	234	2,148.12	216	2,118.96	(29.16)
10 Town of Blackfalds	11,962	109,811.16	10,470	102,710.70	(7,100.46)
11 Town of Bowden	1,271	11,667.78	1,280	12,556.80	889.02
12 City of Camrose	19,847	182,195.46	18,772	184,153.32	1,957.86
13 Camrose County	9,208	84,529.44	8,504	83,424.24	(1,105.20)
14 Village of Caroline	464	4,259.52	470	4,610.70	351.18
15 Town of Carstairs	4,988	45,789.84	4,898	48,049.38	2,259.54
16 Town of Castor	881	8,087.58	803	7,877.43	(210.15)
17 Clearwater County	12,099	111,068.82	11,865	116,395.65	5,326.83
18 Village of Clive	823	7,555.14	775	7,602.75	47.61
19 Town of Coronation	905	8,307.90	868	8,515.08	207.18
20 Village of Cremona	452	4,149.36	437	4,286.97	137.61
21 Village of Czar	230	2,111.40	248	2,432.88	321.48
22 Town of Daysland	810	7,435.80	789	7,740.09	304.29
23 Village of Delburne	889	8,161.02	919	9,015.39	854.37
24 Town of Didsbury	5,092	46,744.56	5,070	49,736.70	2,992.14
25 Village of Donalda	207	1,900.26	226	2,217.06	316.80
26 Town of Eckville	1,158	10,630.44	1,014	9,947.34	(683.10)
27 Village of Edberg	152	1,395.36	126	1,236.06	(159.30)
28 Village of Elnora	291	2,671.38	288	2,825.28	153.90
29 Flagstaff County	3,614	33,176.52	3,694	36,238.14	3,061.62
30 Village of Forestburg	928	8,519.04	807	7,916.67	(602.37)
31 SV of Gull Lake	202	1,854.36	226	2,217.06	362.70
32 SV of Half Moon Bay	35	321.30	65	637.65	316.35
33 Town of Hardisty	465	4,268.70	548	5,375.88	1,107.18
34 Village of Hay Lakes	525	4,819.50	456	4,473.36	(346.14)
35 Village of Heisler	157	1,441.26	135	1,324.35	(116.91)
36 Village of Hughenden	230	2,111.40	213	2,089.53	(21.87)
37 Town of Innisfail	7,672	70,428.96	7,985	78,332.85	7,903.89
38 SV of Jarvis Bay	219	2,010.42	213	2,089.53	79.11
39 Town of Killam	844	7,747.92	918	9,005.58	1,257.66
40 City of Lacombe	14,229	130,622.22	14,258	139,870.98	9,248.76
41 Lacombe County	10,807	99,208.26	10,283	100,876.23	1,667.97
42 Village of Lougheed	281	2,579.58	225	2,207.25	(372.33)
43 Mountain View County	13,877	127,390.86	12,981	127,343.61	(47.25)
44 SV of Norglenwold	275	2,524.50	306	3,001.86	477.36
45 Town of Olds	9,567	87,825.06	9,209	90,340.29	2,515.23
46 Paintearth County	2,138	19,626.84	1,990	19,521.90	(104.94)
47 SV of Parkland Beach	154	1,413.72	168	1,648.08	234.36
48 Town of Penhold	3,928	36,059.04	3,484	34,178.04	(1,881.00)
49 Town of Ponoka	7,518	69,015.24	7,331	71,917.11	2,901.87
50 Ponoka County	10,372	95,214.96	9,998	98,080.38	2,865.42
51 Town of Provost	1,870	17,166.60	1,900	18,639.00	1,472.40
52 MD Provost	2,183	20,039.94	2,071	20,316.51	276.57
53 Red Deer County	21,930	201,317.40	19,933	195,542.73	(5,774.67)
54 Town of Rimbey	2,625	24,097.50	2,470	24,230.70	133.20
55 SV of Rochon Sands	79	725.22	97	951.57	226.35
56 Town of Rocky Mtn. House	6,603	60,615.54	6,765	66,364.65	5,749.11
57 Village of Rosalind	184	1,689.12	162	1,589.22	(99.90)
58 Village of Sedgewick	816	7,490.88	761	7,465.41	(25.47)
59 Town of Stetter	5,752	52,803.36	5,695	55,867.95	3,064.59
60 Stettler County	5,777	53,032.86	5,666	55,583.46	2,550.60
61 SV of Sunbreaker Cove	94	862.92	131	1,285.11	422.19
62 Town of Sundre	2,544	23,353.92	2,672	26,212.32	2,858.40
63 Town of Sylvan Lake	16,802	154,242.36	15,995	156,910.95	2,668.59
64 SV of White Sands	135	1,239.30	174	1,706.94	467.64
	231,303	2,123,361.54	222,026	2,178,075.06	54,713.52 TOTAL

13

Mtg. Date OCT 15 2024

Agenda Item 5.5

TOWN OF ECKVILLE Request to Council for Decision

Meeting:	Town Council
Meeting Date:	October 15, 2024
Originated By:	Jack Ramsden, CAO/Darcy Webb, Deputy CAO
Title:	Canada Community Building Fund Agreement

BACKGROUND:

Further to the July 23, 2024, correspondence from Honourable Ric McIver, the Minister of Municipal Affairs, to Mayor Ebden on Eckville's allocation under the Canada Community-Building Fund (CCBF), the province has provided us with Memorandum of Agreement (MOA) for signature (see attached document).

As Minister McIver indicated, Alberta and Canada have agreed to a renewed administrative agreement for the CCBF program. The program had been governed by a 10-year administrative agreement that covered the 2014-15 to 2023-24 period and expired in March 2024. The renewed CCBF administrative agreement, signed in July 2024, covers the 2024-25 to 2033-34 period.

CCBF Program Changes

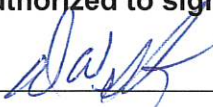
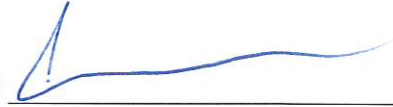
A few changes have been made to the CCBF program that are important to highlight. First, the allocation formula that determines how CCBF funds are distributed among eligible local governments has been updated. Starting in 2024, all eligible local governments receive a base funding amount (\$50,000 for most communities; \$5,000 for summer villages), with the remaining federal funding distributed on a per capita basis. In the past, funding was distributed on a per capita basis with each community guaranteed a minimum of \$50,000 (although summer villages received a base funding amount). This change ensures local governments benefit from any increases to federal CCBF funding over the course of the administrative agreement.

Other program changes include annual reporting requirements on project outcomes in addition to expenditure and project status, a revised payment condition that requires financial reporting to be certified prior to payment of CCBF funding, a federal requirement for local governments to maintain a distinct bank account for CCBF funding, and the introduction of CCBF spending restrictions for local governments with infrastructure management challenges, in alignment with the restrictions under the Local Government Fiscal Framework program.

IMPACT ON BUDGET: This program will be used to help cover approved capital projects.

RECOMMENDED ACTION: That the following motion be presented for consideration:

“That the Town of Eckville agree to enter into a Canada Community Building Fund Memorandum of Agreement with the Province of Alberta and that the Mayor and CAO be authorized to sign said agreement.”

Prepared By:  Approved By: 

CANADA COMMUNITY-BUILDING FUND

MEMORANDUM OF AGREEMENT

BETWEEN:

HIS MAJESTY IN RIGHT OF ALBERTA, as
represented by the Minister of Municipal Affairs
(hereinafter called the "**Minister**")

AND

THE TOWN OF ECKVILLE in the Province of Alberta
(hereinafter called the "**Local Government**")

(Collectively, the "**Parties**", and each a "**Party**")

WHEREAS the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities ("**Canada**") and the Minister, have, under a separate Administrative Agreement, agreed to administer the Canada Community-Building Fund ("**CCBF**") program for Local Governments in Alberta to help communities build and revitalize their public infrastructure; and

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

WHEREAS under the *Ministerial Grants Regulation*, Alta Reg 215/2022 the Minister is authorized to make grants and enter into agreements with respect to any matters relating to the payment of grants.

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

A. Definitions

1. In this Agreement,

- (a) "**Administrative Agreement**" means the Administrative Agreement on the Canada Community-Building Fund effective as of April 1, 2024, between Canada and the Minister, as may be amended from time to time.
- (b) "**Agreement**" means this funding agreement between the Parties, which may, from time to time, be amended by the Parties.
- (c) "**Application**" has the meaning ascribed to such term in the Program Guidelines.
- (d) "**Canada Community-Building Fund**" (**CCBF**) means the program established under section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

- (e) **“CCBF Funding”** means all CCBF funding received by the Minister from Canada as well as any funding received by the Minister from Canada under the Previous Agreements.
- (f) **“Contract”** means an agreement between the Local Government and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.
- (g) **“Credit Items”** has the meaning ascribed to such term in the Program Guidelines.
- (h) **“Eligible Expenditures”** means those expenditures described as eligible in the Program Guidelines.
- (i) **“Eligible Projects”** means projects as described in the Program Guidelines.
- (j) **“Funding”** means funds made available by the Minister to the Local Government under this Agreement, to be used solely for Eligible Expenditures, and includes any earned interest on the said funds that may be realized by the Local Government as a result of holding or investing any or all of the funds, as well as any Unspent Funds and Credit Items held by a Local Government.
- (k) **“Housing Needs Assessment”** means a report informed by data and research describing the current and future housing needs of a Local Government or community according to guidance provided by Canada.
- (l) **“Previous Agreements”** means any agreements between Canada and the Minister for the purposes of administering the Gas Tax Fund or CCBF, including but not limited to the 2005-2015 New Deal for Cities and Communities, the 2009-2013 Federal Gas Tax Fund, and the 2014-2024 Federal Gas Tax Fund.
- (m) **“Program Guidelines”** means, unless the context requires otherwise, the *Canada Community-Building Fund Program Guidelines* or such other guidelines or directions applicable to the CCBF program as prescribed or determined by the Minister and as may be amended from time to time.
- (n) **“Third Party”** means any person or legal entity, other than Canada, the Government of Alberta or a Local Government, who participates in the implementation of an Eligible Project by means of a Contract.
- (o) **“Unspent Funds”** means GTF Funding (as defined in the former Gas Tax Fund Memorandum of Agreement between the Minister and the Local Government dated effective as of April 1, 2014) that has not been reported as spent by the Local Government as of December 31, 2023.

B. Funding

2. The Minister agrees to provide Funding to the Local Government in accordance with the Administrative Agreement and the Program Guidelines, and subject to the following:
 - (a) the Parties will execute this Agreement and the Local Government will return an executed Agreement to the Minister;
 - (b) the Minister's receipt of an annual Statement of Priorities letter from Canada confirming the CCBF Funding amount for the Province of Alberta;
 - (c) receipt by the Province of CCBF Funding from Canada;
 - (d) Alberta Treasury Board approval of cash-flow and funds;

- (e) submission of sufficient Applications by the Local Government in accordance with the Program Guidelines;
- (f) completion of reporting requirements by the Local Government as outlined in the Program Guidelines;
- (g) adherence to the communication and signage requirements by the Local Government as outlined in the Program Guidelines;
- (h) compliance by the Local Government with any other payment conditions outlined in the Program Guidelines;
- (i) compliance by the Local Government with all requirements and obligations assigned to the Local Government in the Administrative Agreement, including but not limited to the requirements in Annex B, Schedule A of the Administrative Agreement; and
- (j) compliance by the Local Government with all other terms of this Agreement and the Program Guidelines.

C. Local Government Responsibilities

3. The Local Government will:

- (a) Provide the Minister with an Application for each Eligible Project to be initiated under the CCBF;
- (b) Provide the Minister with annual financial statements;
- (c) Provide the Minister with the required financial and outcome reporting documentation in accordance with the Program Guidelines;
- (d) If the Local Government has a population of 30,000 or more as specified in the Program Guidelines, provide the Minister with a Housing Needs Assessment prepared in accordance with the guidance documents provided by Canada;
- (e) If the Local Government has a population of 30,000 or more as specified in the Program Guidelines, provide the Minister with project-level data on housing requirements in accordance with the Program Guidelines;
- (f) Be responsible for the completion of each Eligible Project in accordance with the Program Guidelines;
- (g) Comply with all program reporting, communications, and housing outcomes requirements as outlined in the Program Guidelines;
- (h) Continue to develop and implement asset management strategies and plans for the assets under their control and make use of these plans to inform community infrastructure decision-making;
- (i) Invest, in a distinct account, the Funding if received in advance of paying Eligible Expenditures;
- (j) With respect to Contracts, award and manage all Contracts in accordance with the Program Guidelines;
- (k) Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project;

- (l) Allow the Minister reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of the Funding, and all other relevant information and documentation requested by the Minister or Canada via the Minister or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with the Administrative Agreement;
- (m) Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to the Minister. Keep proper and accurate accounts and records relevant to the CCBF program for a period of at least six (6) years after the termination of the Administrative Agreement;
- (n) Comply with all requirements and obligations assigned to the Local Government in the Administrative Agreement, including but not limited to the requirements in Annex B, Schedule A of the Administrative Agreement; and
- (o) Provide any other information requested by the Minister in relation to this Agreement or the Funding,

and where the Program Guidelines prescribe a format for any of the requirements set out above, consistent with such format requirements.

4. The Local Government agrees to:
 - (a) accept the Funding provided under this Agreement subject to; and
 - (b) comply with,
 all criteria, items, terms and conditions contained in the Program Guidelines.
5. The Local Government agrees that it may not use the Funding, or claim any other compensation, for its costs, expenses, inconvenience, or time expended, in relation to the administration of the Funding or the administration of this Agreement.
6. The Local Government acknowledges that the Funding provided under this Agreement is not a commitment to fund all potential Eligible Project costs. The Local Government is responsible for ensuring suitable financing is in place for each Eligible Project.
7. The Local Government agrees to allow the Minister or persons authorized by the Minister access to each Eligible Project site upon request.

D. Termination of Agreement

8. The Minister may terminate this Agreement by notifying the Local Government in writing on two (2) years notice. Upon termination under this Clause 8, or upon expiry of this Agreement under Clause 19:
 - (a) the Local Government may use any unexpended portion of the Funding which prior to termination or expiry was formally committed to the Local Government in accordance with the Program Guidelines, regardless of whether such Funding has yet been paid to the Local Government, and
 - (b) all provisions of this Agreement will continue to apply to the Funding in (a), as though the Agreement had not terminated or expired,

until the date(s) that the applicable time limit(s) to use the Funding as outlined in the Program Guidelines have expired, or until such earlier date as may be determined by the

Minister. Thereafter, any portion of the Funding in (a) which remains unexpended shall be returned to the Minister within thirty (30) days following the Local Government's submission of final reporting documents in accordance with the Program Guidelines.

E. Debt to the Crown

9. If the Local Government owes an amount to the Crown in right of Alberta, the Minister may deduct from the Funding all or a portion of the amount owing.

F. Repayment of Funding

10. If the Local Government does not meet all its obligations under this Agreement, or uses the Funding for any unauthorized purpose, the Minister will notify the Local Government of such breach in writing and the Local Government must remedy such breach within a reasonable time in the Minister's sole discretion as so stated in the notice. If, in the opinion of the Minister, the Local Government does not remedy the breach, the Minister may require the Local Government to repay all or part of the Funding, or such lesser amount as the Minister may determine, to the Minister, or the Minister may deduct from the Local Government's future Funding all or a portion of the amount owing.

G. Local Government Indemnity and Insurance

11. The Local Government will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to the Funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funding or an Eligible Project.
12. The Local Government will indemnify and hold harmless the Minister and their employees and agents against and from any third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Local Government is legally responsible in relation to the subject matter of this Agreement, including those arising out of negligence or willful acts by the Local Government or its employees, officers, contractors or agents.
13. The Local Government will ensure that it maintains suitable insurance coverage including but not limited to liability insurance with appropriate terms and limits for any Eligible Project and, when applicable, property insurance on an "all risk" basis covering the Eligible Project for replacement cost.

H. Independent Status

14. The Local Government is an independent legal entity and nothing in this Agreement is to be construed as creating a relationship of employment, agency or partnership between the Minister, Canada, or any affiliated government department and the Local Government. Neither Party will allege or assert for any purpose that this Agreement constitutes or creates a relationship of employment, partnership, agency or joint venture.
15. Any persons engaged by the Local Government to provide goods and services in carrying out this Agreement are employees, agents or contractors of the Local Government and not of the Minister, Canada, or any affiliated government department.

I. Conflicts

16. The Local Government will not enter into any other agreement, the requirements of which will conflict with the requirements of this Agreement, or that will or may result in its interest in any other agreement and this Agreement being in conflict.
17. The Local Government will ensure that the Local Government and its officers, employees and agents:
 - (a) conduct their duties related to this Agreement with impartiality and will, if they exercise inspection or other discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring their impartiality to question;
 - (b) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
 - (c) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement,and the Local Government will promptly disclose to the Minister any such conflict of interest or apparent conflict of interest arising under this clause.

J. Freedom of Information and Protection of Privacy

18. The Local Government acknowledges that this Agreement may be subject to disclosure pursuant to the *Freedom of Information and Protection of Privacy Act* (Alberta) ("FOIP"). The Local Government further acknowledges that FOIP applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

K. General Provisions

19. This Agreement will come into effect April 1, 2024, and will be in effect until March 31, 2034, unless terminated in accordance with this Agreement.
20. The Parties may amend this Agreement only by mutual written agreement signed by the Parties. Notwithstanding the foregoing, the Minister may, upon thirty (30) days written notice to the Local Government, unilaterally amend this Agreement when the Minister considers it necessary to comply with any amendments to the Administrative Agreement.
21. This Agreement is the entire agreement between the Minister and the Local Government with respect to the Funding. There are no other agreements, representations, warranties, terms, conditions, or commitments except as expressed in this Agreement.
22. Notwithstanding any other provisions of this Agreement, those clauses of this Agreement which by their nature continue after the conclusion or termination of this Agreement will continue after such conclusion or termination, including without limitation clauses:
 - (a) Local Government Responsibilities – Clauses 3 to 7;
 - (b) Termination of Agreement – Clause 8;
 - (c) Repayment of Funding – Clause 10;
 - (d) Local Government Indemnity – Clauses 11 and 12;

- (e) Freedom of Information and Protection of Privacy – Clause 18; and
 - (f) Entire Agreement – Clause 21.
23. Any notice, approval, consent or other communication under this Agreement will be deemed to be given to the other Party if it is in writing and personally delivered, sent by prepaid registered mail, couriered or emailed to the addresses as follows:

The Minister:

c/o Director, Grant Program Delivery
Municipal Affairs
15th Floor Commerce Place
10155 - 102 Street
Edmonton AB T5J 4L4
Email: ma.ccbfgrants@gov.ab.ca

Local Government:

Town of Eckville
PO Box 578
Eckville, AB T0M 0X0
Attention: Chief Administrative Officer
Email: jackramsden@eckville.com

Either Party may change its contact information by giving written notice to the other in the above manner.

24. This Agreement does not replace, supersede, or alter the terms of any other existing funding agreement between the Minister and the Local Government. Notwithstanding the foregoing, upon execution of this Agreement the Funding will be subject to the terms and conditions of this Agreement and will no longer be governed by the terms and conditions of the former Gas Tax Fund Memorandum of Agreement between the Minister and the Local Government dated effective as of April 1, 2014.
25. Nothing in this Agreement in any way relieves the Local Government from strict compliance with any other provincial legislation or regulation, or otherwise impacts the interpretation or application of the *Ministerial Grants Regulation*, Alta Reg 215/2022, as amended from time to time.
26. The rights, remedies, and privileges of the Minister under this Agreement are cumulative and any one or more may be exercised.
27. If any portion of this Agreement is deemed to be illegal or invalid, then that portion of the Agreement will be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement will be enforceable.
28. This Agreement is binding upon the Parties and their successors.
29. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the Parties submit to the jurisdiction of the courts of Alberta for the interpretation and enforcement of this Agreement.

30. The Local Government represents and warrants to the Minister that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
31. The Local Government will not assign, either directly or indirectly, this Agreement or any right of the Local Government under this Agreement.
32. A waiver of any breach of a term or condition of this Agreement will not bind the Party giving it unless it is in writing. A waiver which is binding will not affect the rights of the Party giving it with respect to any other or any future breach.
33. Time is of the essence in this Agreement.

This space left intentionally blank.

34. Communication of execution of this Agreement e-mailed in PDF format will constitute good delivery.

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

HIS MAJESTY IN RIGHT OF ALBERTA, as represented by the Minister of Municipal Affairs

Signed by the
Minister of Municipal Affairs
of the Province of Alberta

Per: 
Name: Ric McIver
Title: Minister of Municipal Affairs
Date: August 26, 2024

LOCAL GOVERNMENT

Signed by a duly
authorized representative
of the Local Government

Per: _____
Name of Local Government:

Name of signatory:

Title:

Date:

Signed by a duly
authorized representative
of the Local Government

Per: _____
Name of Local Government:

Name of signatory:

Title:

Date:



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

Handwritten notes at top right of page

AR115493

July 23, 2024

Her Worship Colleen Ebden
Mayor
Town of Eckville
PO Box 578
Eckville AB T0M 0X0

Dear Mayor Ebden:

I am pleased to announce that Canada and Alberta have signed an agreement renewing the Canada Community-Building Fund (CCBF) to March 31, 2034. I can also confirm that Alberta will receive \$265 million in funding in 2024 under the newly negotiated CCBF agreement. This partnership between the province and the federal government will help ensure local governments in Alberta can continue to make needed investments in local infrastructure.

To that end, I am happy to confirm the allocation amounts to your community for the CCBF program. For the Town of Eckville, the 2024 CCBF allocation is \$109,073.

Payments to local governments are anticipated to flow by the end of summer, as communities meet the payment criteria.

CCBF funding amounts for all municipalities and Metis Settlements are also posted on the Government of Alberta website at open.alberta.ca/publications.

Your community's allocation reflects an updated allocation formula under the CCBF agreement, which ensures base funding for all local governments, with the remainder of funds allocated on a per capita basis.

In addition, the renewed CCBF agreement involves several other changes, including to local government reporting and new housing-related reporting requirements for larger local governments. Municipal Affairs will share the updated CCBF program guidelines reflecting these changes as soon as possible.

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Mtg. Date OCT 15, 2024

Agenda Item 5.6

TOWN OF ECKVILLE
Request to Council for Decision

Meeting:	Town Council
Meeting Date:	October 15, 2024
Originated By:	Jack Ramsden, CAO/Darcy Webb, Deputy CAO
Title:	Proposed amendment to Overtime Policy

BACKGROUND: At the February 25th 2019 council meeting we made a slight change to our "Overtime Policy" which is covered in Section 5 of the Town's Personnel Policy # 1906. After working with it for the last few years we now would like to make a couple of additional changes to the Overtime Policy.

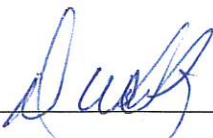
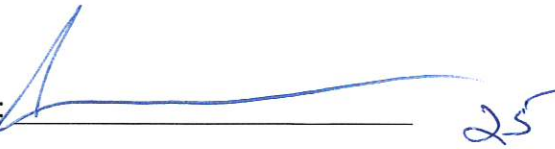
DISCUSSION/ALTERNATIVES: Please find attached a copy of our existing overtime policy and a copy of our updated proposal for Section 5 of Personnel Policy # 1906 along with the proposed change to Schedule 'A' Overtime Agreement.

We would like to clear up a bit of ambiguity with respect to the amount of overtime that can be banked and taken along with bringing the overtime policy in line with changes to the Alberta Employment Standards legislation.

IMPACT ON BUDGET: This amended policy should not have any major effect on our budget.

RECOMMENDED ACTION: That the following motion be presented for consideration:

"That the proposed changes to Section 5 Overtime and Schedule 'A' Overtime Agreement of Personnel Policy # 1906 be amended as per the proposal presented by Administration."

Prepared By:  Approved By:  25

Overtime Policy:

As approved by Town Council on Feb 25, 2019

5.1. Overtime

- 5.1.1. Overtime shall be paid in accordance with the applicable employment standards legislation at a rate of one and one half (1.5) regular hour for each hour of overtime worked.
- 5.1.2. All overtime must be authorized by the CAO or Department Head in advance.
- 5.1.3. Employees and the Employer may enter into a written overtime agreement (see Appendix A) providing it is not a condition of employment and is accepted by either the individual or a majority of employees affected.
- 5.1.4. With an agreement in lieu of overtime pay, employees will be entitled to bank one and one half (1.5) regular hours for each hour of overtime worked to a maximum of 50 overtime hours (i.e. 75 hours regular time) in any calendar year. Employees may take banked time during the course of the year and bank additional hours as long as the number of hours banked and taken in any calendar year does not exceed fifty (50) (i.e. seventy-five (75) regular time hours).
- 5.1.5. Banked overtime shall be taken at a later date mutually agreeable to the Department Head and the Employee.
- 5.1.6. An Employee may request banked overtime to be paid out at the end of any month by giving the Employer notice with the submission of the Employee's monthly time sheet.
- 5.1.7. Any banked overtime accumulated prior to December 1st of any year must be scheduled to be taken off prior to December 31st of that year, or shall be paid out at the end of that year.
- 5.1.8. Overtime hours cannot be added to Vacation time without prior authorization of the CAO.

Proposed Overtime Policy wording

5.1 Overtime

- 5.1.1. Overtime shall be paid in accordance with the applicable Alberta Employment Standards legislation at a rate of 1.5 times the employee's regular wage rate for all overtime hours worked**
- 5.1.2. All overtime must be authorized by the CAO or Department Head in advance.**
- 5.1.3. An employer may give an employee time off work with pay (banked overtime) as part of an overtime agreement between the employer and employee (see appendix A).**
- 5.1.4. With an agreement in lieu of overtime pay, an employee may, at their option, request the Town to credit their overtime pay to their overtime bank to a maximum annual accumulated dollar equivalent of 80 hours.**
- 5.1.5 Banked overtime shall be taken at a later date mutually agreeable to the Department Head and the Employee.**

- 5.1.6. An Employee may request banked overtime to be paid out at the end of any month by giving the Employer notice with the submission of the Employee's monthly time sheet.
- 5.1.7 Time off with pay shall be provided, taken and paid within 6 months of the end of the pay period in which it was earned.
- 5.1.8. Overtime hours cannot be added to Vacation time without prior authorization of the CAO.

Schedule 'A'
Individual Overtime Agreement

1. It is agreed between:

_____ of _____
Employee Name Employee Address

And

The TOWN of ECKVILLE of Eckville

That either wholly or partly the employer will provide and the employee will take, time off with pay in place of overtime pay for those hours worked in excess of 8 hours in a work day or 40 hours in a work week, whichever is greater and in place of overtime pay for those hours worked if called out after regularly scheduled work hours. The work week is Sunday to Saturday.

2. Time off with pay is banked at a rate of 1.5 regular hours for each overtime hour worked to a maximum annual accumulated dollar equivalent of 80 hours.
3. The time off with pay in place of overtime pay shall be provided, taken and paid at the regular rate of wages at a time that the employee could have worked and received wages from the employer.
4. The time off with pay shall be provided, taken and paid within 6 months of the end of the pay period in which it was earned.
5. If the time off with pay instead of overtime is not provided, taken and paid in accordance with paragraph 3, the employee shall be paid overtime pay of at least 1.5 times the employee's wage rate for the overtime hours worked.
6. Time off in place of overtime shall be treated as hours of work and remuneration paid in respect to time off in place of overtime pay shall be treated as wages.
7. The employer shall provide a copy of this agreement to the employee.
8. No amendment or termination of this agreement shall be effective without at least one month's notice in writing by one party to another.

Dated this _____ day of _____ 20__

Signed by _____
Town of Eckville

Employee

Appendix A

OVERTIME AGREEMENT

1. It is agreed between:

Of

Employee's Name

Employee's Address

And

Town of Eckville of Box 578, Eckville, Alberta TOMOXO
Employer's Name Employer's Address

that either wholly or partly the employer will provide and the employee will take time off in place of overtime pay for those hours worked in excess of 8 hours in a day or 40 hours in a week comprising Sunday to Saturday.

2. The time off in place of overtime pay shall be provided and taken at a time that would, but for the time off, have been as time that the employee worked for the employer.
3. The time off in place of overtime pay shall be at least equal to the number of hours of work for which the employee, but for this agreement, would have received overtime pay.
4. The employee shall be paid for the time taken off in place of overtime pay at the same rate that the employee would have been paid wages had the employee worked these hours on a normal working day.
5. The time off in place of overtime pay shall be provided by the employer and taken by the employee within three months of the end of the pay period in which it is earned unless:
 - A. There is a collective agreement which provides for a longer period of time within which time off shall be provided and taken, or.
 - B. The director of the Alberta Employment Standards Branch approves an agreement that provides for a longer period of time within which time off shall be provided and taken, or.
 - C. A regulation pursuant to The Employment Standards Act provides for a longer period of time within which time off shall be provided and taken.
6. If time off is not provided and taken in accordance with this agreement, the employee will be paid overtime pay for the hours of work for which time off in place of overtime pay was to have been provided and taken, within ten days of the date that was the last date that time off should have been provided and taken under this agreement.

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INITIAL

7. No amendment or termination of this agreement shall be effective without at least two weeks' notice in writing by one party to the other.

DATED THIS _____ DAY OF _____ 20__

SIGNED _____
For employer Employee

CURRENT

30

INITIAL

Mtg. Date OCT 15, 2024
Agenda Item 5.7

TOWN OF ECKVILLE
Request to Council for Decision

Meeting:	Town Council
Meeting Date:	October 15, 2024
Originated By:	Jack Ramsden, CAO/Darcy Webb, Deputy CAO
Title:	Circular Materials (Extended Producer Responsibility) Contract

BACKGROUND: Circular Materials has been contracted to work with communities to transition from the current recycle collection service to a new Extended Producer Responsibility (EPR) model. The producers of recyclable materials will be responsible for recycle costs.

DISCUSSION/ALTERNATIVES:


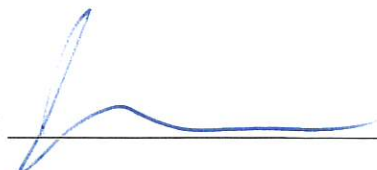
Administration would like to discuss this in more detail during our meeting. (please see the attached information sheet along with the draft agreement).

You can also look for more detail at <https://www.circularmaterials.ca/resident-provinces/alberta/>

IMPACT ON BUDGET:

RECOMMENDED ACTION: That the following motion be presented for consideration:

“That the Town of Eckville enter into an agreement with Circular Materials for the provision of services related to single-use products, packaging and paper products and further that the Mayor and CAO be authorized to sign and endorse said agreement.”

Prepared By:  Approved By: 



AB

Recycling Program

Resident Education

Community Information

Alberta's Recycling Program

Alberta's transition to Extended Producer Responsibility starts on April 1, 2025. Circular Materials is representing brand owners obligated by the Extended Producer Responsibility Regulation under the Environmental Protection and Enhancement Act.



Transition to Extended Producer Responsibility: Community Curbside and

32

Depot Service Agreements

Final community contracts which outline the service agreements for curbside and depot collection in opt-in or depot only communities are noted below.

- [Curbside and depot collection MSA](#)
- [Curbside collection SoW](#)
- [Depot collection SoW](#)
- [Feedback revision sheet](#)
- [Resource guide](#)



Transition Models for Collection Services

To ensure a seamless transition in Alberta, Circular Materials is working with registered communities to transition their collection services to EPR via two different models:

- If a community **opts-in**, they continue to manage their current recycling collection contract through a service agreement with Circular Materials.
- If a community **opts-out**, Circular Materials will contract with the incumbent or an alternative collection Service Provider directly.

Timelines

- **October 31, 2024:** Deadline for Council approval for community opt-in agreement execution.
- **November 30, 2024:** Deadline for execution of opt-in community contracts.
- **April 1, 2025:** Launch phase 1.

Join our Municipal Working Group

To support ongoing collaboration with municipalities, we have established a Municipal Working Group as a forum to share feedback, raise questions and directly engage with our team.

You only need to register once to attend all the Municipal Working Group meetings. Once registered, you will be sent a confirmation email from Zoom and can add all the meeting dates to your calendar.

If you have questions, please contact aboperations@circularmaterials.ca

Register here

FAQs

Check out our FAQs below to find out more about Alberta's EPR transition.

If you have any further questions, please contact us at info@circularmaterials.ca.

For municipalities with service contracts coming up for renewal this year, how long should we extend our existing agreement for if we are looking to opt-out/opt-in?	+
If a community decides to opt-in, can we change our decision after the April 2025 date?	+
What happens to our existing contracts under each service model?	+
Our municipality only uses depot services. How will this change and does opt-in only apply to curbside service?	+
When can communities expect to receive a financial offer from Circular Materials?	+
How will our current collection frequency be affected by these service models if we opt-out?	+
If we are currently only using depot service and we opt-out, would we still be considered for curbside collection in 2026?	+
How does each service model affect depot land use, ownership and leasing and how will depot services be managed in each scenario?	+

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MASTER SERVICES AGREEMENT

for

**SERVICES RELATED TO SINGLE-USE PRODUCTS, PACKAGING AND PAPER
PRODUCTS (PPP)**

Number 2024-00-[●]





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RC MASTER SERVICES AGREEMENT

This Master Services Agreement (this "MSA") is entered into as of _____, 20__ ("Effective Date")

Between

<insert Community Name>, a [[●] under the laws of Alberta], having a place of business at <insert address> ("Contractor")

And

Circular Materials, a federal not-for-profit corporation, having a place of business at 1 St. Clair Avenue West, Suite 700, Toronto ON, M4V 1K6 ("CM")

RECITALS

WHEREAS, CM is the Producer Responsibility Organization registered with Alberta Recycling Management Authority (the "Authority") for PPP; and

WHEREAS, CM issued an offer to the Contractor in connection with the collection of PPP and related services; and

WHEREAS, Contractor and CM (each a "Party", and collectively the "Parties") jointly desire to enter into this MSA respecting the collection of PPP and related services for the applicable Registered Community as set out in one or more Statements of Work which, once such Statements of Work are duly executed, shall form part of, and be subject to and governed by, this MSA; and

WHEREAS the Contractor agrees to provide the Work in accordance with the terms and conditions of this MSA;

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties acknowledge and agree to all covenants, terms and conditions as stipulated in this MSA, as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

"Applicable Law" means any federal, provincial, municipal, local, domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any Person (including any Party), property, transaction, activity, event or other matter, which in any way applies to the Work under this MSA or any Party, including any rule, order, judgment, guideline, directive or other requirement or guideline issued by any governmental or regulatory authority.



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Without limiting the foregoing, Applicable Law shall include the *Freedom of Information and Protection of Privacy Act* (Alberta).

“**Business Day**” means any day from Monday to Friday inclusive, excluding statutory holidays in the province of Alberta.

“**Bylaws**” means the Single-use Products, Packaging and Paper Products Bylaws developed by the Authority under the Regulation, as amended or replaced from time to time.

“**Change Notice**” has the meaning set in Section 8.8(a) of this MSA.

“**Change Order**” has the meaning set in Section 8.8(f) of this MSA.

“**Collection Data**” means all data or information pertaining to Equipment or PPP or other aspects of the Work or activities involving any of the foregoing that is collected, generated or observed pursuant to this MSA, including any Statement of Work, or otherwise in the course of the Work. The Collection Data includes data and information expressly required to be delivered by the Contractor to CM pursuant to this MSA.

“**Collection Vehicle**” means a vehicle used to perform collection services.

“**Contract Price**” means the total price payable under this MSA, as set forth in the Statements of Work.

“**Contractor Default**” means a failure of the Contractor to comply with the requirements of this MSA or unsatisfactory performance of the Contractor’s obligations under this MSA, other than a Material Contractor Default.

“**Cost Estimate**” has the meaning set out in Section 8.8(b) of this MSA.

“**Effective Date**” has the meaning set out above in this MSA.

“**Equipment**” means all vehicles, including Collection Vehicles and Hauling Vehicles, machinery, apparatus and other items used in completing the Work.

“**Hauling Vehicle**” means a vehicle used to perform hauling services.

“**Intellectual Property Rights**” means all intellectual property rights as recognized under any Applicable Law, including rights in and to patents, trade secrets, proprietary information, copyright, trademarks, industrial designs, and design patents whether or not registered or registrable and other rights in intellectual property of the same or similar effect or nature relating to the foregoing and any component thereof throughout the world.

“**Legislative Change**” means changes in Applicable Law, including repeal, replacement or amendment of an Applicable Law, including the Regulation, that give rise to the Work (or any part thereof) no longer being required or necessary, as determined by CM in its sole and absolute discretion.

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"Losses and Claims" means liabilities, claims, demands, losses, costs, expenses, damages, orders, penalties, actions, suits and other proceedings (including legal fees and disbursements).

"Material Contractor Default" means the Contractor has committed any of the following acts or omissions:

- (a) disposing of any PPP that was collected as part of this MSA at any alternate fuel facility, landfill, energy from waste facility or other disposal location or with a Person not expressly permitted by this MSA;
- (b) deliberately falsifying data, or exhibiting a pattern of providing false or misleading data, in relation to any documentation provided to CM;
- (c) failing to comply with the MSA, including any Statements of Work, in a manner that results in CM or producers becoming non-compliant with the Regulation, Bylaws or any applicable policy of the Authority; or
- (d) abandoning the Work.

"Pandemic Conditions" means advice, guidelines, recommendations, instructions, requirements, restrictions, and laws of governmental authorities (including the Alberta Ministry of Jobs, Economy and Trade, and the Chief Medical Officer of Health) and industry associations relating to an epidemic or a pandemic which are or may come into effect, including by way of example restrictions that may delay, reduce productivity, or increase the cost of performance of the Work, such as physical distancing, wearing task-appropriate levels of personal protective equipment and cleaning or disinfecting.

"Person" means any individual, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, trust, trustee, executor, administrator or other legal personal representative, and any federal, provincial, territorial or municipal government, regulatory authority, agency, tribunal, commission, board or department of any such government or entity however designated or constituted.

"PPP" means single-use products, packaging, packaging-like products and paper products as designated materials for the purposes of sections 1 to 11 and Part 1 of the Regulation pursuant to section 13 of the Regulation, except in the context of a Statement of Work it has the meaning set out in such Statement of Work to the extent expressly set out otherwise in such Statement of Work.

"Prime" means the Bank of Canada's target for the overnight (interest) rate, as posted from time to time.

"Producer" has the meaning set out in the Regulation.

"Registered Community" means a community which has registered with the Authority in accordance with the Bylaws.

“**Regulation**” means the *Extended Producer Responsibility Regulation*, AR 194/2022 under the *Environmental Protection and Enhancement Act* (Alberta), as amended or replaced from time to time.

“**Residential Premises**” has the meaning set out in the Regulation.

“**Statement of Work**” means a statement of work entered into between CM and the Contractor attached as Schedule A.

“**Statement of Work Effective Date**” means the applicable date on which the Work commences in a Registered Community.

“**Subcontractor**” means a subcontractor employed by the Contractor pursuant to Section 5.2.

“**Unusually Severe Adverse Weather Conditions**” means unusually severe adverse weather conditions at the place of the Work which:

- (a) are different from those normally and customarily experienced at the place of the Work (as documented by weather data from Environment Canada) over the past twenty (20) years taking into consideration severity, duration and time of year conditions; and
- (b) preclude the safe performance of the Work.

“**Work**” means the performance of services including the supply of all materials, Equipment, labour, facilities, supervision, services, permits, licenses, or approvals required to complete the Contractor’s obligations under this MSA, including the Statements of Work and any Change Orders agreed to by the Parties.

1.2 Interpretation

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. Words not defined in Section 1.1 or elsewhere in this MSA shall be given their common and ordinary meaning.
- (b) The words authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, required, approved, or sanctioned by or satisfactory to CM or its appointed representative.
- (c) Where the word “including” or “includes” is used, it means “including (or includes) without limitation”.
- (d) The word may in this MSA denotes permissive.



RC MASTER SERVICES AGREEMENT

- (e) The words shall and will in this MSA denote imperative.
- (f) Any capitalized term used in this MSA that is not defined in Section 1.1 or elsewhere in this MSA will, if applicable, have the meaning set out in the Regulation or otherwise will have the generally accepted industry or technical meaning given to such term.
- (g) Words importing the singular number will include the plural and vice versa, and words importing the use of any gender will include the masculine, feminine and neuter genders.
- (h) The headings in this MSA are solely for convenience of reference and will not be used for purposes of interpreting or construing the provisions hereof.
- (i) Unless otherwise provided for herein, all monetary amounts referred to herein will refer to the lawful money of Canada.
- (j) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this MSA, the date which is the reference date in calculating such period will be excluded. If the last day of such period is not a Business Day, then the time period in question will end on the first Business Day following such non-Business Day.
- (k) Any references in this MSA to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body, including any Applicable Law, will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- (l) Attached to and forming an integral part of this MSA is Schedule A – Statement(s) of Work.
- (m) This MSA shall constitute the entire agreement between the Parties and shall supersede all prior agreements, understandings, negotiations, and discussions, oral or written, between the Parties. In the event of any inconsistency between any of the provisions of this MSA, the inconsistency will be resolved by reference to the following in descending order of priority:
 - (i) Amendments to the Statements of Work;
 - (ii) Statements of Work;
 - (iii) Amendment to the other portions of this MSA made in accordance with the requirements of this MSA, including Change Orders; and
 - (iv) Other portions of this MSA.



**ARTICLE 2
TERM**

2.1 Term

- (a) This MSA shall remain in effect from the Effective Date until all Statements of Work have expired or been terminated, unless this MSA is terminated as described in Sections 7.3 and 7.4, or as otherwise provided for in this MSA.
- (b) CM and the Contractor may, by Change Order, extend a Statement of Work. Any such extension shall be under the terms and conditions of this MSA and the Statement of Work, as amended by CM and Contractor from time to time.
- (c) CM and the Contractor each reserve the right to terminate this MSA or a Statement of Work in accordance with Section 7.4, or as otherwise provided for in this MSA. Termination shall not affect either parties' rights to make a claim against the other party for the damages on account for such a breach.

**ARTICLE 3
SCOPE OF WORK**

3.1 Service Provision

- (a) The Contractor shall provide all materials, personnel, and Equipment as required to provide the Work.
- (b) All Applicable Law shall be complied with by the Contractor in the performance of all portions of the Work. The Contractor is familiar with all Applicable Law, which in any manner affect the Work, those engaged or employed in the Work, or in the facilities or Equipment used in the Work, and no plea of misunderstanding will be considered on account of ignorance.
- (c) If, during the term of this MSA, there is a change in Applicable Law which is in effect as of a Statement of Work Effective Date that results in a material impact on the performance of any act required by the Statement of Work applicable to such Statement of Work Effective Date, the Parties shall renegotiate the provisions of this MSA, including the Statement of Work, using a Change Order pursuant to Section 8.8. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of this MSA.
- (d) CM is committed to diverting PPP from disposal and achieving efficiencies in the Work. To this end CM will continue to explore new methods and technologies and, as a proposed change in the Work, CM may issue a Change Notice to the Contractor in respect of such new methods and technologies. If CM chooses to proceed with such new methods and technologies CM will issue a Change Order to the Contractor in accordance with Section 8.8.

3.2 Environmental Attributes

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- (a) **“Environmental Attributes”** means the interests or rights arising out of attributes or characteristics relating to the environmental impacts associated with the performance of the Work under this MSA. Any Environmental Attributes resulting from the Work performed under this MSA shall be and remain the sole property of CM for its exclusive use. The Contractor hereby transfers and assigns to, or to the extent transfer or assignment is not permitted, holds in trust for, CM who thereafter shall retain, all rights, title, and interest in all Environmental Attributes associated with the Work during the term of this MSA, and Contractor shall do all acts necessary to effect the foregoing.
- (b) For greater certainty, Section 3.2(a) does not include or apply to any Environmental Attributes arising from activities and operations facilitated by the Contractor’s investment prior to the Effective Date or not associated with the Work. Ownership of such Environmental Attributes shall belong solely to the Contractor.

3.3 Labour Disruption

- (a) If there is a lawful or legal strike, lockout, or work slowdown or other lawful or legal labour disruption or job action during the term of this MSA (the **“Lawful LD Period”**), the Contractor shall, during the Lawful LD Period, conditional on the municipal council’s approval of the Contractor’s overall labour disruption contingency plan if council approval is required, make best efforts to:
 - (i) Encourage Residential Premises who do not receive collection services because of the Lawful LD Period, to separate and retain their PPP and not place such PPP out for collection during the Lawful LD Period.
 - (ii) Provide continued collection of PPP from Residential Premises that currently receive collection from Subcontractors contracted by the Contractor and to have those Subcontractors deliver PPP collected from those Residential Premises to third party receivers designated by CM where the provision of such continued services will not, in the Contractor’s sole discretion, adversely affect the Contractor’s labour negotiations.
- (b) If the Contractor’s employees engage in an unlawful or illegal strike, lockout, or work slowdown or other unlawful or illegal labour disruption or job action during the term of this MSA (the **“Unlawful LD Period”**) that remains unresolved for a period of 30 calendar days, CM may deem a Material Contractor Default to have occurred.
- (c) Notwithstanding any provision in the MSA to the contrary, during the Lawful LD Period or Unlawful LD Period, as applicable, the Contractor will not invoice CM for the cost of collecting the PPP from Registered Communities that do not receive collection services pursuant to this MSA.

- (d) In the event of a conflict or inconsistency between this Section 3.3 and the *Labour Relations Code* (Alberta), the *Labour Relations Code* (Alberta) shall govern and the Contractor shall immediately inform CM.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

Contractor represents and warrants to and covenants with CM that:

- (a) it is duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and is duly qualified to do business in all jurisdictions in which qualification is necessary in order to transact its business and perform its obligations set out in this MSA;
- (b) it has full power, authority, and right to execute and deliver this MSA, to make the representations, warranties, and covenants set out herein, and to perform its obligations under this MSA in accordance with its terms. This MSA has been validly executed by an authorized representative of Contractor, and constitutes a valid and legally binding and enforceable obligation of Contractor and the execution and delivery of this MSA and the consummation of the matters contemplated by this MSA have been duly authorized by all necessary corporate and other actions on the part of the Contractor;
- (c) if applicable, it has consulted with any communities in which the Work will be delivered or members of the Contractor, as the case may be, and obtained any necessary authorization from such communities or members of the Contractor, as the case may be;
- (d) it has and will, at its own expense, procure all permits, certificates and licenses required by Applicable Law for the performance of the Work;
- (e) as of the Effective Date, and throughout the term of this MSA, the Contractor has no exclusivity arrangements with any Subcontractor that obligates the Contractor to utilize that Subcontractor in the performance of the Work except for those disclosed in writing to CM; and
- (f) in performing its obligations under this MSA, the Contractor shall exercise the standard of care, skill, judgment, and diligence that would normally be provided by an experienced and prudent contractor supplying similar services and work.

ARTICLE 5
CONTRACTOR MANAGEMENT

5.1 Record Keeping and Reporting Requirements

- (a) Through the performance of the Work the Contractor shall prepare, maintain, and deliver records generated in accordance with the provisions of this MSA,



RC MASTER SERVICES AGREEMENT

including any Statement of Work, which shall include an annual fuel usage report. Such obligations shall apply to all Work, unless otherwise specified in this MSA.

- (b) CM may at any time, and from time to time, waive the requirement to include any particular item in any report in connection with the Work or may reduce the frequency of any report, but in such event shall have the right to reinstate any item and increase the frequency of reporting to the times provided in this MSA.
- (c) For clarity, nothing in this Section 5.1 shall relieve the Contractor from its obligation to execute the Work to completion in accordance with the requirements of this MSA.

5.2 Subcontractors

- (a) The Contractor may, subject to this Section 5.2, subcontract portions of the Work to Subcontractors. The Contractor shall, and shall cause the Subcontractors to, perform the Work in accordance with the provisions of this MSA.
- (b) The Contractor shall, with respect to subcontracts between the Contractor and its Subcontractors, provide CM, upon request, with a copy of subcontracts entered into between the Contractor and its Subcontractors, and all applicable amendments and changes, redacted to prevent disclosure of commercial information.
- (c) The Contractor shall in all cases be fully responsible to CM for all of its obligations under this MSA that are subcontracted to a Subcontractor and for all acts and omissions of all Subcontractors even if such Subcontractor was preselected or approved by CM.

5.3 Access to the Work

- (a) Without limiting the generality of any other provision in this MSA, at all times requested by CM during operating hours upon at least 2 Business Day's notice, the Contractor shall, at no expense to CM, provide CM and its professional advisors, auditors and consultants, and any Person authorized by CM with access to the Work (including the staff performing the Work and the Equipment being used to perform the Work) to monitor, observe and review any Work (including the staff performing the Work and the Equipment being used to perform the Work) being performed, provided that such access is not a health and safety risk to the Contractor's staff, or to CM's personnel, and the Contractor shall, and shall cause the Subcontractors to, provide, and cooperate with CM in providing, such access. The Contractor shall provide access to such Work (including the staff performing the Work and the Equipment being used to perform the Work) whenever and wherever it is in progress and the Contractor shall provide sufficient, safe and proper facilities in respect of such access. Without limiting the generality of the foregoing, during such access, CM

RC MASTER SERVICES AGREEMENT

may monitor the Work (including the staff performing the Work and the Equipment being used to perform the Work) provided that such monitoring, observing or reviewing of the Contractor's Work or Equipment shall not cause unreasonable delays to the Contractor's performance of the Work.

- (b) If any Work is found by CM, acting reasonably, not to be in accordance with the requirements of this MSA, the Contractor shall, at no expense to CM, make good such defective Work.
- (c) CM, and other parties identified by CM, shall be entitled to use information obtained pursuant to this Section 5.3 for the administration of this MSA and any internal purposes.

5.4 Contingency Plan

In the event of a Contractor Default or a Material Contractor Default, CM may direct the Contractor, at the Contractor's expense, to:

- (a) prepare and present to CM, for review and approval, a contingency plan ("**Contingency Plan**") as soon as practical, but not later than five (5) Business Days after the earlier of the Contractor becoming aware of, or CM notifying the Contractor of, Work that is not compliant with the terms of this MSA. Such Contingency Plan shall demonstrate how the Contractor shall address the non-compliant Work and prevent similar non-compliant Work in the future; and
- (b) commence the implementation of the Contingency Plan approved by CM as soon as practical, but not later than within two (2) Business Days of CM approving the Contingency Plan; and
- (c) otherwise take all measures necessary to address the Work that is not compliant with the terms of this MSA.

ARTICLE 6 COMPENSATION

6.1 Canadian Funds

All amounts in this MSA are in Canadian funds.

6.2 Documentation and Payment

- (a) CM may issue a purchase order in respect of each Statement of Work. Any such purchase order shall be solely for the convenience of CM and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CM or the Contractor or in any way be deemed to supersede or amend this MSA or any Statement of Work or be considered to form part of this MSA or any Statement of Work.



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- (b) CM shall pay the Contract Price for the Work performed, in accordance with the requirements of the MSA and each applicable Statement of Work within thirty (30) calendar days of the last day of the previous calendar month.
- (c) For clarity, CM shall have no obligation to make any payments in respect of a calendar month until CM has received all items required from the Contractor in respect of such calendar month pursuant to the provisions of this MSA, including the applicable Statements of Work, and the items are deemed acceptable to CM, acting reasonably.
- (d) Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CM describing the reasons for the disputed amount.
- (e) Price adjustments may be made pursuant to Section 6.4.
- (f) The Contractor shall inform CM of any payment errors that result in overpayment by CM in a timely manner by issuing a written notice informing CM of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CM within thirty (30) calendar days.

6.3 Taxes

- (a) Except for applicable taxes payable by CM pursuant to any Statements of Work, all taxes, including any sales, use, excise and similar value added taxes, however denominated or measured, imposed upon the price or compensation under this MSA or any Statements of Work, or upon the Work provided hereunder or thereunder, or based on or measured by gross receipts or net income, or measured by wages, salaries or other remuneration of the Contractor's employees, will be solely the responsibility of the Contractor. The Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

6.4 Price Adjustment

- (a) Price adjustments may be specified in a Statement of Work.

6.5 Monies Due to CM

- (a) In the event there are any monies payable to CM by the Contractor under the terms of this MSA, CM shall invoice the Contractor for such amounts and the Contractor shall pay such amounts to CM in accordance with such invoice.

6.6 Other Requirements

- (a) The Contractor is not eligible for any payment until after the performance of Work under a Statement of Work.

6.7 Interest



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- (a) The Contractor shall be entitled to interest upon any amounts owing for more than thirty (30) calendar days following the date on which payment is due on account of delay in payment by CM, until payment of the unpaid amount. The interest shall be simple interest payable monthly at a rate of one percent (1%) per annum plus Prime.

6.8 Limited Liabilities

- (a) Subject to Section 6.8(b), the total cumulative liability of the Contractor to CM for all Losses and Claims of any kind with respect to this MSA, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CM's reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work during the first twelve (12) months after the Effective Date (the "**Contractor Liability Threshold**").
- (b) The Contractor Liability Threshold and Section 6.8(a) shall not apply to any Losses and Claims arising out of, or in consequence of, any one or more of the following for which there shall be no limit of liability:
 - (i) all costs to complete the Work, in accordance with this MSA, including the applicable Statements of Work, that are in excess of Contract Price; and
 - (ii) indemnification by the Contractor as set out in Section 7.2(a).
- (c) The total cumulative liability of CM to the Contractor for all Losses and Claims of any kind with respect to this MSA, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CM's reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work during the first twelve (12) months after the Effective Date (the "**CM Liability Threshold**").

**ARTICLE 7
FAILURE TO PERFORM, REMEDIES AND TERMINATION**

7.1 Time of the Essence

- (a) Time shall be of the essence for the performance of the Contractor's obligations under this MSA, including the performance and completion of the Work. The Work shall be delivered within the time promised, failing which CM reserves the right to terminate this MSA, or portion thereof including one or more

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Statements of Work, in accordance with Section 7.4 without penalty or prejudice to any other right to remedy available to CM.

- (b) In a case that the Contractor fails to perform the Work in accordance with the terms, conditions and specifications of this MSA, including any Statements of Work, CM may give the Contractor notice as a written warning detailing the performance failure.

7.2 Responsibility for Damages/Indemnification

(a) Contractor Indemnity:

- (i) The Contractor shall indemnify and hold harmless CM and its officers, directors, employees, agents and representatives (collectively, the "**CM Indemnitees**") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CM Indemnitees, directly or indirectly arising out of this MSA attributable, wholly or in part, to:
 - (A) bodily injury, sickness, disease or death or to damage to or destruction of tangible property occurring in or on the premises or any part thereof and as a result of activities under this MSA;
 - (B) any negligent acts or omissions by, or willful misconduct of, the Contractor, its officers, agents, servants, employees, licensees or subcontractors, including failing to exercise the standard of care, skill judgment and diligence required pursuant to Section 4.1(f);
 - (C) failure to comply with, or breach of, any of the Contractor's obligations under this MSA;
 - (D) damages caused by the Contractor, its officers, agents, servants, employees, licensees or subcontractors, or arising from the execution of the Work, or by reason of the existence or location or condition of Work or any materials, plan or Equipment used thereof or therein, or which may happen by reason of the failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to do or perform any or all of the several acts or things required to be done by them under this MSA; or
 - (E) any breaches, assessments, fines, penalties, orders or allegations of non-compliance under Applicable Law, including the Regulation, Bylaws or any applicable policy of the Authority directly attributable, in whole or in part, to the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors, except to the extent such assessment is attributable to the negligence, willful misconduct or breach of this MSA by CM.

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- (ii) Without limiting the generality of any other provision in this MSA, the Contractor shall indemnify and hold the CM Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CM Indemnitees attributable to, wholly or in part, any acts or omissions either in negligence or nuisance whether wilful or otherwise by the Contractor, its officers, agents, servants, employees, licensees or subcontractors.
 - (iii) Notwithstanding any other provision in this MSA, indemnification by the Contractor pursuant to this Section 7.2(a) shall include claims, demands, actions, suits and other proceeding by Persons against the CM Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.
 - (iv) The Contractor acknowledges that CM holds the benefit of any provision in this MSA, including under this Section 7.2(a).
- (b) CM Indemnity
- (i) CM shall indemnify and hold harmless the Contractor, and its respective elected officials, officers, directors, employees, agents and representatives (the "**Contractor Indemnitees**") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the Contractor Indemnitees, directly or indirectly arising out of this MSA attributable, wholly or in part, to any grossly negligent acts or omissions by, or willful misconduct of, CM, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).

7.3 Force Majeure

- (a) Subject to Section 7.3(b), "Force Majeure Event" means any event or circumstance beyond the reasonable control of either CM or the Contractor (other than a lack of funds or other financial reason) including the following:
 - (i) Unusually Severe Adverse Weather Conditions; and
 - (ii) riots, war, rebellion, sabotage and atomic or nuclear incidents.
- (b) A Force Majeure Event shall not include the following events or circumstances:
 - (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
 - (ii) an electricity system outage, unless the electricity system outage affects an entire Registered Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;

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- (iii) unavailability of, or delays in delivery or breakage of, or shortage of, Equipment or materials, unless such unavailability, delays, breakage or shortage are caused by a Force Majeure Event;
 - (iv) the quantity of PPP collected or received differs from the Contractor's expectations;
 - (v) delay or other failure arising out of the nature of the Work to be done, or from any normal difficulties that may be encountered in the performance of the Work, having regard to the nature thereof;
 - (vi) if and to the extent the Party seeking to invoke the Force Majeure Event has caused the applicable Force Majeure Event by its (and, in the case of the Contractor, Subcontractor's) fault or negligence; or
 - (vii) if and to the extent the Party seeking to invoke the Force Majeure Event has failed to use reasonable efforts to prevent or remedy the Force Majeure Event, so far as possible and within a reasonable time period.
- (c) Circumstances relating to Pandemic Conditions shall not be regarded as a Force Majeure Event.
- (d) A Party that experiences a Force Majeure Event shall use all commercially reasonable efforts to end the Force Majeure Event, ensure the effects of the Force Majeure Event are minimized and resume full performance under this MSA.
- (e) In the event that either CM or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under this MSA by reason of a Force Majeure Event, then either Party shall forthwith notify the other in writing and CM shall:
- (i) terminate this MSA or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made;
 - (ii) perform, or engage others to perform, the obligations under this MSA that are impacted by the Force Majeure Event; and/or
 - (iii) authorize the Contractor to continue the performance of this MSA in writing with such adjustments and/or amendments as required by the existence of the Force Majeure Event and as agreed upon by both Parties acting reasonably. If the Parties cannot agree upon the adjustments and/or amendments, it is agreed by the Parties that this MSA shall be immediately terminated with no further obligations by either Party.
- (f) For clarity, the Contractor shall not be entitled to be paid for obligations under this MSA that it does not perform as a result of a Force Majeure Event.

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- (g) For the purposes of clarification and notwithstanding any other provision in this MSA, the Contractor shall be solely responsible for maintaining all Work, including collection services, as applicable, in all circumstances that are not Force Majeure Events, in compliance with the requirements of this MSA.

7.4 MSA Termination

- (a) Any termination of this MSA or termination of the Contractor's right to perform the Work (or any part thereof) by CM shall be without prejudice to any other rights or remedies CM may have.
- (b) Without prejudice to any other right or remedy CM may have under this MSA, CM may terminate this MSA, or any Statements of Work, or terminate the Contractor's right to perform the Work (or any part thereof) as follows:
 - (i) notwithstanding any other section of this MSA, if there is a Legislative Change, immediately, upon written notice being provided to the Contractor;
 - (ii) if there is a Material Contractor Default, immediately, upon written notice being provided to the Contractor;
 - (iii) if there is a Contractor Default and the Contractor has failed to cure such Contractor Default within fifteen (15) Business Days after receipt of notice of such Contractor Default, or within the time specified in a Contingency Plan approved by CM in accordance with Section 5.4, or within such other time as mutually agreed between the Parties, immediately, upon written notice being provided to the Contractor; and
 - (iv) if the Parties cannot agree upon a Change Order, immediately, upon written notice being provided to the Contractor. Without limiting the generality of the foregoing, CM may exercise the right of termination provided for in this Section 7.4(b)(iv), if the Parties cannot agree upon a Change Order in respect of a Communications pursuant to Section 8.16.
- (c) If CM terminates this MSA or any Statement of Work as noted above, CM is entitled to:
 - (i) Take possession immediately of all the PPP;
 - (ii) Withhold any further payments to the Contractor until the completion of the Work; and
 - (iii) Recover from the Contractor, any loss, damage, and expense incurred by CM by reason of the Contractor's default under Sections 7.4(b)(ii) or 7.4(b)(iii), which may be deducted from any monies due, or becoming due, to the Contractor.

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- (d) For clarity, if CM terminates this MSA or any Statement of Work because of a Legislative Change or pursuant to Section 7.4(b)(iv), then, subject to the other provisions of this MSA, CM shall only be required to pay the Contractor for the Work performed prior to the date of termination, less any amounts already paid for Work performed, and not for lost profits.
- (e) The Contractor may terminate this MSA, or any Statements of Work, as follows:
 - (i) without cause at any time, upon eighteen (18) months' written notice being provided to CM;
 - (ii) for non-payment of undisputed amounts due and payable under this MSA, if CM has failed to cure such non-payment within sixty (60) days after receipt of a notice of non-payment, the Contractor may terminate this MSA with thirty (30) days' notice; and
 - (iii) for breach of CM's confidentiality obligations under Section 8.12 of this MSA, if CM has failed to cure such breach of confidentiality within sixty (60) days after receipt of a notice of such breach, the Contractor may terminate this MSA with thirty (30) days' notice.

7.5 Remedies

- (a) The rights and remedies of CM as set forth in any provision of this MSA, including Section 7.4, shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or otherwise.
- (b) The exercise of any remedy provided by this MSA does not relieve the Contractor from any liability remaining under this MSA.
- (c) CM may take such steps as it considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by CM plus a reasonable allowance for overhead may be collected by deduction or set-off pursuant to Section 7.4(c).
- (d) No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, and executed by the Party against whom such waiver is sought to be enforced. Except as otherwise set forth in this MSA, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this MSA shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. A waiver by either Party of any of its rights under this MSA on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

7.6 Disputes



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- (a) If there is a dispute between CM and the Contractor as to their respective rights and obligations, the Parties shall use the following dispute resolution procedures to resolve such dispute:
 - (i) The Parties shall attempt to resolve the dispute through informal discussions;
 - (ii) If, after a period of ten (10) Business Days, either Party believes the dispute will not be resolved through informal discussion, the dispute shall be referred by the Parties to non-binding mediation whereby the fees and expenses of the mediator will be divided equally (i.e., 50/50) between CM and the Contractor. The mediator will be appointed jointly by the Parties; and
 - (iii) If the Parties are unable to resolve the dispute within a period of thirty (30) calendar days after the first mediation session, the dispute shall be resolved through binding arbitration in accordance with Section 7.7.

7.7 Arbitration

- (a) As provided for in Section 7.6(a)(iii), disputes shall be resolved through binding arbitration in accordance with the Arbitration Act, RSA 2000, C A-43 ("**Arbitration Act**"), as amended from time to time.
- (b) CM and the Contractor shall agree on an arbitrator within ten (10) Business Days after either Party receives notice from the other Party. If the Parties fail to agree, either Party may apply to a court of competent jurisdiction for the appointment of an arbitrator in accordance with the Arbitration Act, as amended.
- (c) No one shall be named or act as an arbitrator who is interested in any way financially in this MSA or in the business affairs of either Party or has been directly or indirectly involved to settle the matter.
- (d) The arbitrator is not authorized to make any decision inconsistent with this MSA or any Statement of Work, nor shall the arbitrator modify or amend any of this MSA terms.
- (e) The Parties agree that the award made by the Arbitrator shall be final and binding and shall in all respect be kept and observed.
- (f) The arbitrator, or arbitral tribunal, will apportion the costs of the arbitration to the Parties.
- (g) The Contractor shall be deemed to abandon the matter if no arbitrator has been appointed within six (6) months of CM's receipt of the notice specified in Section 7.7(b).



- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

7.8 Choice of Forum

Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this MSA shall be instituted in the courts of the City of Calgary, Alberta, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail or personal service to such Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

**ARTICLE 8
STANDARD CONDITIONS**

8.1 Governing Law

This MSA will be interpreted and governed by the laws of the Province of Alberta.

8.2 Compliance with Laws and Permits

- (a) The Contractor shall comply in all material respects with Applicable Law and shall perform and complete the Work, and cause the Work to be performed and completed, in accordance with and in compliance with all Applicable Law, including all Applicable Law related to the environment and health and safety. If there is a conflict between the standards required by Applicable Law, then Contractor shall perform and complete the Work in compliance with the higher or more rigorous standard.
- (b) The Contractor shall obtain, and shall ensure Subcontractors obtain, all permits, permissions, licences, and approvals required to perform the Work.

8.3 Assignment

This MSA enures to the benefit of and is binding upon the Contractor and CM and their successors and permitted assigns. The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of this MSA, including any rights or obligations under this MSA, or its power to execute such MSA, without the prior written consent of CM.

8.4 Contractor to Make Examinations



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The Contractor has made its own examination, investigation, and research regarding proper methods of providing the Work and all conditions affecting the Work under this MSA, and the labour, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all such conditions, that its conclusion to enter into this MSA was based upon such investigation and research, and that it shall make no claim against CM because of any of the estimates, statements or interpretations made by any officer or agent of CM that may be erroneous.

8.5 Access to Records

- (a) The Contractor shall maintain in its designated local office full and complete operations, customer, financial and service accounts, books and records, as applicable to the Work, including records related to arranging, establishing or operating a collection system and records related to arranging, establishing or operating a promotion and education program, in each case in accordance with the Regulation, Bylaws and any applicable policy of the Authority (collectively, the "**Records**") that at any reasonable time shall be open for inspection and copying for any reasonable purpose by CM. In addition, the Contractor shall maintain in its head office reporting records and billing records pertaining to this MSA that are prepared in accordance with Generally Accepted Accounting Principles (GAAP). The Records shall include such reporting records and billing records and all records and payments under this MSA, as adjusted for additional and deleted services provided under this MSA. CM shall be allowed access to the Records for audit (including, as applicable to the Work, for an audit implemented in accordance with the Regulation, Bylaws or any applicable policy of the Authority) and review purposes.
- (b) The Contractor shall make available copies of certified weigh scale records for PPP collected under this MSA on request within two (2) Business Days of the request by CM. The weigh scale records may be requested for any period during the term of this MSA.
- (c) All records related to this MSA, including the Records, shall be maintained, and access granted pursuant to this Section 8.5, throughout the term of this MSA and for at least five (5) years thereafter.

8.6 Insurance

- (a) The Contractor shall at its own expense obtain and maintain for the term of this MSA:
 - (i) Commercial general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars per each occurrence, five million (\$5,000,000) dollars general aggregate and a two million (\$2,000,000) dollars products-completed operations aggregate limit. The policy shall include CM as an additional insured with respect to the Contractor's operations, acts and omissions relating to its obligations under this MSA, such policy to include non-owned

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automobile liability, bodily injury, property damage, contractual liability, owners and contractors protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

- (ii) Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars per occurrence on forms meeting statutory requirements covering all owned, non-owned, operated, hired, and leased vehicles used in the execution of this MSA. The policy shall be endorsed to provide contractual liability coverage;
 - (iii) Environmental impairment liability insurance (on a claims made or occurrence made basis), covering the Work and services described in this MSA including coverage for loss or claims arising from contamination to third party property damage, bodily injury, cleanup costs and legal defense during the execution of this MSA. Such policy shall provide coverage for an amount not less than two million (\$2,000,000) dollars and shall remain in force for twelve (12) months following completion of Work; and
 - (iv) For all Statements of Work involving depots, "all risks" property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, any building in which the Work is being performed (including all depots applicable to such Statement of Work) and the Equipment contained therein and all other property owned by the Contractor or by others located therein including equipment, furniture and fixtures.
- (b) The Contractor shall not commence Work until documentation evidencing the insurance requirements of the Contractor, has been filed and accepted by CM. The documentation shall be certificates of insurance if purchased from a third party or evidence of self-insurance if applicable.
- (c) The commercial general liability policy is to contain, or be endorsed to contain, the following provisions:
- (i) The Contractor's insurance coverage shall be the primary insurance with respect to CM and its officers, directors, employees, agents and representatives. Any insurance, self-insurance, or insurance pool coverage maintained by CM shall be more than the Contractor's insurance and shall not contribute with it;
 - (ii) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and
 - (iii) Policies for the above must be kept continuous throughout the term of this MSA. If any of the above policies are being cancelled, the Contractor shall notify CM in writing at least thirty (30) calendar days prior to the



effective date of cancellation. The Contractor shall provide proof of renewal or replacement of any other policies of insurance, on or before the expiry date, at the request of CM. CM reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CM may reasonably require.

- (d) All coverages for Subcontractors shall be subject to the same insurance requirements as stated herein for the Contractor.

8.7 Changes to MSA

- (a) Changes to this MSA, including any Statement of Work, may only be made in writing signed by duly authorized representatives of both Parties.
- (b) No Party shall have any obligation with respect to the implementation of a Change Order unless or until the Parties have reached agreement in writing and the Parties have entered into a Statement of Work in respect of such change.

8.8 Change Management

- (a) CM shall be entitled to propose changes, alterations and/or amendments to the Work including removing all or a portion of the Work under any Statements of Work. If CM deems it prudent to require a change in the Work, CM shall notify the Contractor of the proposed change in the Work in writing ("**Change Notice**").
- (b) A Change Notice shall describe the change in the Work in sufficient detail to enable the Contractor to calculate and provide a change in cost estimate (the "**Cost Estimate**"), if any. The Contractor agrees that the Cost Estimate shall be provided in writing to CM within a period of fifteen (15) Business Days or other timeline agreed to with CM in writing from the date of receipt of the Change Notice.
- (c) The Cost Estimate shall include but is not limited to the following as it relates to the change in Work:
 - (i) A comment on whether relief from compliance with Contractor's obligations under this MSA is required;
 - (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in this MSA;
 - (iii) Any amendment that may be required to be made to the terms and/or conditions of this MSA; and
 - (iv) Any change in the Contractor's costs.

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- (d) As soon as practicable after CM receives the Cost Estimate, the Parties shall act in good faith to resolve the issues set out in the Cost Estimate and Change Notice, including providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its subcontractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor and CM, acting reasonably.
- (e) If the Contractor does not intend to use its own resources to implement any change in the Work, subject to prior written approval of CM, the Contractor may subcontract the required resources with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials, or equipment required in relation to the change in the Work.
- (f) If the Parties agree to the Cost Estimate and Change Notice, as may be modified, amended or altered by the Parties, the Parties shall document the applicable changes to the Statement of Work ("**Change Order**") in respect of such modified, amended or altered Cost Estimate and Change Notice within five (5) Business Days after the Contractor receives confirmation from CM that such Cost Estimate and Change Notice are accepted. For clarity, the Cost Estimate and Change Notice shall not be implemented, unless and until, the Parties have entered into a Change Order in respect of such Cost Estimate and Change Notice.
- (g) Any change in the Work that causes, or is expected to cause, the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that CM will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. If such an understanding cannot be reached, the Parties agree to resolve the difference through the dispute resolution provisions set out in this MSA.
- (h) Contractor's Proposed Change in the Work:
 - (i) If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in this MSA, it must notify CM in writing. The Contractor, in proposing a change in the Work, agrees to provide CM with the following information and details in writing:
 - (A) A description of the proposed change in the Work in sufficient detail, to enable CM to evaluate it in full;
 - (B) Reasons in support of the Contractor's proposed change in Work;
 - (C) Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor;



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- (D) Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and
 - (E) Identify an appropriate timeframe for the implementation of the change in Work.
- (ii) CM agrees that it shall, in a timely manner, and in any event no later than fifteen (15) Business Days, evaluate the Contractor's proposed change in the Work, considering all relevant issues, including whether:
- (A) A change in the Contract Price will occur;
 - (B) The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
 - (C) The change will interfere with any relationship of CM with third parties;
 - (D) The financial strength of the Contractor is sufficient to perform the change; and
 - (E) The change materially affects the risks or costs to which CM is exposed.
- (iii) If CM accepts the Contractor's proposed change in the Work, the change in the Work shall be set out in a Change Order documenting all changes to the scope of Work and/or terms and conditions of this MSA. Where CM accepts the Contractor's change proposal CM shall notify the Contractor in a timely manner.
- (iv) If CM rejects the Contractor's change proposal, CM shall provide written reasons outlining the basis upon which the change in Work is not accepted by CM.
- (v) Unless CM specifically agrees to an increase in the Contract Price in writing, there shall be no increase in price because of a change in the Work proposed by the Contractor.
- (vi) Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit with expectation that CM will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. The Parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the Parties agree to resolve the difference through the dispute resolution provisions set out in this MSA.

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- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this MSA.

8.9 Conflicts and Omissions

- (a) Neither Party to this MSA shall take advantage of any apparent error or omission in this MSA or any Statement of Work. Any Work not herein specified which is necessary for the proper performance and completion of any Work contemplated, which may be implied as included in this MSA, shall be done by the Contractor as if such Work had been specified and shall not be construed as a variation of the Work.
- (b) If the Contractor discovers any provision in this MSA which is contrary to, or inconsistent with any Applicable Law, the Contractor shall forthwith report the inconsistency or conflict to CM in writing and shall not perform the Work impacted by such inconsistency or conflict until it receives instructions from CM.

8.10 Duty to Notify

- (a) As may be further specified in a Statement of Work, if the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this MSA, then the Contractor shall immediately after becoming aware of same, notify CM, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit CM to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CM as reasonably requested by CM but not less frequently than monthly unless otherwise agreed to in writing by CM.
- (b) The Contractor shall have the appropriate crisis management protocols and procedures in place to manage an operational, reputational, or other crisis related incident and share these plans with CM upon the execution of this MSA. CM will review such plans and may request modification to ensure alignment within its crisis management protocols and procedures.

8.11 Intellectual Property

- (a) Subject to Sections 8.11(b) or 8.11(c) of this MSA, all Collection Data (including any Intellectual Property Rights residing therein) obtained by or made available to the Contractor in connection with this MSA (collectively, "**Documentation**") are the property of CM or such other entity as identified by CM, and the Contractor shall use such Documentation only as is necessary to perform the Work in accordance with this MSA or as necessary for internal operational, planning, or policy purposes and abiding by any regulatory requirements.
- (b) Notwithstanding any other provisions in Section 8.11, the Documentation that is subject to disclosure obligations or requirements to safeguard personal

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information for privacy purposes under the *Freedom of Information and Protection of Privacy Act* (Alberta), an administrative or court order, and Documentation the content of which was ordinarily disclosed by the Contractor to the public in the normal course of its operations before the Effective Date, does not become part of the property of CM pursuant to Section 8.11. Where the Contractor is complying with any of the Applicable Law indicated in this Section 8.11(b), the Contractor shall not be considered to be breaching this MSA.

- (c) CM acknowledges and agrees that any Documentation, regardless of whether the property of CM pursuant to Section 8.11(a), may be a record for which the Contractor may have record retention and record destruction obligations pursuant to Applicable Law. Where such requirements imposed on the Contractor conflict with requirements that CM may have with respect to the same Documentation, the Contractor shall not be considered to be breaching this MSA, and the Parties will cooperate fully in resolving the matter.
- (d) Title to and all property right, title and interest in the Documentation and all Intellectual Property Rights in the Work, including all Intellectual Property Rights and personal property rights in or to the foregoing, shall transfer and are hereby assigned to CM free and clear of all encumbrances upon CM making any payment in accordance with this MSA which is attributable, either in whole or in part, to the relevant Work.
- (e) The Contractor acknowledges and agrees that CM shall have full ownership of all personal property rights and Intellectual Property Rights in any and all Documentation and all Intellectual Property Rights in the Work in accordance with the terms of this MSA.
- (f) The Contractor hereby waives all rights, including any and all moral rights, in and to the Work and Documentation and shall obtain such waivers from all applicable personnel of the Contractor. Where applicable, the Contractor shall endeavor to obtain from all of the subcontractors and personnel of the Contractor the rights and waivers necessary to transfer the ownership of the Work and Documentation (including any Intellectual Property Rights therein or related thereto) to CM.
- (g) Subject to the terms and conditions of this MSA, the Contractor acknowledges and agrees that CM shall be entitled to fully exploit the Work and Documentation without restriction, and CM acknowledges and agrees that the Contractor shall be entitled to use the Documentation in accordance with the Contractor's obligations under Applicable Law as set out in Section 8.11(b) and 8.11(c). To the extent the Contractor owns or possesses any Intellectual Property Rights required for full exploitation of the Work or Documentation, the Contractor hereby grants to CM a worldwide, exclusive, royalty-free, fully paid-up, transferable (to successors and assigns, including as a result of the acquisition of all or substantially all of the shares or assets of CM, or if required by law), license under such Intellectual Property Rights to fully exploit the Work and Documentation. The Contractor shall enable CM to fully exploit the Work



and Documentation and any component thereof and to enjoy the full exercise of the rights conferred under this Section 8.11, including by, at CM's request, making available or delivering to CM where feasible as determined by the Contractor such technology (including software and data) in the Contractor's possession, custody or control as is required for CM to exploit the Work and Documentation.

8.12 Confidentiality Covenant

- (a) Confidential Information means information of or relating to a Party (the "**Disclosing Party**") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and has or will come into the possession or knowledge of the other Party (the "**Receiving Party**") whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party. Without limiting the foregoing, Confidential Information includes all technical, financial and business information, ideas, concepts or know-how, or relating to Work performance and Work delivery and the terms of this MSA. Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws ("**Confidential Information**").
- (b) The Receiving Party shall:
 - (i) take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party;
 - (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this MSA;
 - (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("**Representatives**") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this MSA and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and
 - (iv) be responsible for any breach of this MSA by any of its Representatives.
- (c) Notwithstanding the above, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as

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required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.

- (d) Upon expiry or termination of this MSA, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- (e) Contractor will not access, collect, use, disclose, dispose of or otherwise handle information of or about individuals that is subject to Applicable Law relating to privacy ("**Privacy Laws**") in the performance of its obligations under this MSA, except: (i) to the extent necessary to perform the Work; (ii) in accordance with all Privacy Laws; and (iii) in a manner that enables CM to comply with all Privacy Laws, including that the Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CM to exercise their rights and to perform their obligations under this MSA as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify CM of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CM which is subject to Privacy Laws, and, to the maximum extent permitted by Applicable Law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify CM if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with of this MSA.
- (f) Each Party agrees and acknowledges that any violation of this Section 8.12 may cause irreparable injury to the other Party and that, in addition to any other remedies that may be available (in law, in equity or otherwise), the injured Party shall be entitled to seek an injunction, specific performance or other equitable relief against the threatened breach of this Section 8.12 or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.

8.13 Severability

- (a) If, for any reason, any part, term, or provision of this MSA is held by a court of the Province of Alberta to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this MSA did not contain the particular provision held to be invalid.
- (b) If it should appear that any provision hereof conflicts with any statutory provision of the Province of Alberta or federal law, said provision, which may conflict therewith, shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

8.14 Survival



RC MASTER SERVICES AGREEMENT

All provisions of this MSA which expressly or by their nature survive the expiry or termination of this MSA shall survive the expiry or termination of this MSA, including the following: Section 6.8 (Limited Liabilities), Section 7.2 (Responsibility for Damages/Indemnification), Section 7.4 (MSA Termination), Section 8.11 (Intellectual Property) and Section 8.12 (Confidentiality Covenant).

8.15 Further Assurances

Each Party shall, at its expense, do, execute and deliver, or cause to be done, executed and delivered, such further acts and documents as the other Party may reasonably request from time to time for the purpose of giving effect to this MSA or carrying out the intention or facilitating the performance of the terms of this MSA.

8.16 Revisions to this MSA

Except as otherwise expressly stated in this MSA, no amendment, supplement, modification or waiver or termination of this MSA and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing and signed by an authorized representative of each Party. Notwithstanding the foregoing, CM may propose any revisions to this MSA necessary to comply with amendments to the Regulation or other notices, interpretations, rulings, directives or other communications issued pursuant to the Regulation (collectively, "**Communications**"), and CM will provide the Contractor with written notice of such proposed revisions as soon as reasonably practicable. Such revision shall automatically have effect from the date of the Change Order, if any, related to such Communications. CM shall make commercially reasonable efforts to consider and respond to reasonable written feedback related to such revisions received from the Contractor within thirty (30) calendar days of receiving such feedback.

8.17 Counterparts

This MSA may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. Each counterpart of this MSA may be executed by electronic signature. CM and the Contractor shall execute and deliver such further and other documents and do and perform such further and other acts or things as may be necessary or desirable to give full effect to this MSA.

8.18 Notice

Unless expressly stated otherwise, any notice, request, consent, claim, demand, waiver or other communication required or permitted to be given in connection with this MSA must be given in writing and will be given by hand or sent by courier or emailed, in each case addressed as follows, and will be deemed to have been received on the day of receipt if by hand or courier, or if given by email three (3) Business Days after confirmation of email transmission.

To CM:

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NUMBER 2024-00-[●]

RC MASTER SERVICES AGREEMENT

Circular Materials
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: Director, Supply Chain Services
Email: operations@circularmaterials.ca

To Contractor:

[Contractor]
[Address Line 1]
[Address Line 2]
Attention: [●]
Email: [●]

**ARTICLE 9
MSA SCHEDULE**

9.1 MSA Schedule

Attached to and forming an integral part of this MSA is Schedule A – Statement(s) of Work.

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NUMBER 2024-00-[●]

RC MASTER SERVICES AGREEMENT

IN WITNESS WHEREOF, the terms and conditions of this MSA are acknowledged and agreed to by the Parties as of the date first listed above.

[Contractor]

Name:
Title:

Name:
Title:

We have authority to bind the Contractor.

Circular Materials

Name: Allen Langdon
Title: CEO

I have authority to bind CM.

**MANAGEMENT REPORT
TO ECKVILLE TOWN COUNCIL**

October 15, 2024

Mtg. Date OCT 15, 2024

Agenda Item 7.1

Current Activities:

- **MacDonald Heights** – Still ongoing. Nothing to report.
- **Proposed Industrial Subdivision on 57 Avenue** – Nothing new to report. Still ongoing!
- **Active Wellsite West of the Town Shop** – Nothing new to report. Still ongoing!
- **Response from Alberta Transportation** - Please find attached an email that I received back from Denette Leask. Denette is our contact person for grants with Alberta Transportation. When she was trying to set up a meeting at Convention, first with the Minister and then with Mike Damberger (Regional Director) she asked for our priorities. I sent her the priorities that I had sent to Jason Nixon's Office. Denette responded to each of our priorities and frankly the comments were very positive. We look forward to discussing this document with you at the October 15th council meeting.
- **Discussion on Possible Changes to Council Structure:** If you recall Administration first proposed that Council consider reducing the size of council from 7 to 5 members at the May 27th council meeting while we were discussing the 2024 budget. This was one of the many different suggestions that the Administration presented. A motion was presented to have the Administration prepare a bylaw changing the number of Councillors on Council from 7 to 5 and this motion was defeated by a vote of four to two (one Councillor was absent).
Administration again brought the suggestion of preparing a bylaw to reduce the size of the council at the last council meeting. No motion was made, but the discussion was that the Administration prepare a bylaw and present it at the next meeting.
The administration is not presenting a bylaw at the October 15th council meeting. But this is an important matter that can only be dealt with by a municipal council every four years and we would ask for Councils consideration to discuss it with us again.

Public Works Highlights:

East and West Sewer Lift Stations: We are still trying to clarify each of the two quotes that we received. We should be making a decision soon.

Street Sweeper: It is still our intention to sell the truck mounted street sweeper. We will review the options of how to sell it and get back to you for a decision at a future meeting. We are now aware of two different companies that sell loader mounted street sweepers. Again, we will work on proposals and bring them back at a future meeting.

Fall Lagoon Release: Public Works started our fall effluent release on October 4th and should be shutting it down on or about October 25th.

2024 Patch Repairs and Optional Projects: Border Paving arrived in town on October 9th and got a good start on the patches that were in the middle of main roads. They will be

Management Report –October 15, 2024

completing the work on our parking pads and parking lots next week and they should be done by October 18th, again weather permitting.

Future / Planned Activities:

- **Proposed Changes to our Fire Bylaw:** Work in progress.

Jack Ramsden, CAO

Darcy Webb, Deputy CAO

Jack Ramsden

From: Denette Leask <denette.leask@gov.ab.ca>
Sent: Tuesday, October 1, 2024 3:25 PM
To: Jack Ramsden
Cc: Colleen Ebden; Darcy Webb
Subject: FW: Town of Eckville Priorities

Good Afternoon Jack,

Please see the email below with information regrading the agenda items you had previously sent in. If you have any questions or require any further information, please let me know.

Denette Leask

Infrastructure Technologist/Stakeholder Relations
Construction and Maintenance – Central Region
Alberta Transportation and Economic Corridors
Government of Alberta

Tel 403-340-5069
Fax 403-340-4810
Denette.Leask@gov.ab.ca

511 Alberta - Alberta's Official Road Reports

Go to 511.alberta.ca and follow [@511Alberta](https://twitter.com/511Alberta)



Classification: Protected A

From: Jack Ramsden <jackramsdeneckville.com>
Sent: Thursday, September 19, 2024 11:00 AM
To: Denette Leask <denette.leask@gov.ab.ca>
Cc: Colleen Ebden <colleen@eckville.com>; Darcy Webb <darcywebb@eckville.com>
Subject: Town of Eckville Priorities

CAUTION: This email has been sent from an external source. Treat hyperlinks and attachments in this email with care.

Good morning, Denette

As per your email this morning, here are our top grant priorities.

Provincial Transportation Projects:

- Repaving of SH 766 from Highway 11 to Highway 12. There is a Hwy 766 paving project tentatively programmed in 2026 (Hwy 11 to 5km north of Town of Eckville) They should keep a look out for this in next years 3 yr program

Strategic Transportation Infrastructure Program Projects:

- Continuation of Highway 11 Twinning Project to Rocky Mountain House via Eckville. We have funding to continue twinning from Benalto all the way to RMH. The project immediately south of RMH is still in design stage and we are still trying to obtain all necessary right of way. The next phase immediately west of Benalto, from Benalto to Condor is currently out to RFP to hire a design consultant. The last phase from Condor to Hwy 22, has a TOR submitted to our procurement section as we await it going to RFP. We have already commenced right of way negotiations along Hwy 11 for the section between Benalto and Hwy 22, as we are aware how frustrating this is for all property owners who have been impacted for the last 3 years during the planning phase. We are currently using the planning right of ways plans to purchase property.
- **Construction of Roundabout at junction of Highway 11 and SH766.** We have included the roundabout design/analysis in the detailed design scope for the section of twinning between Benalto and Condor. The Planning consultant previously reviewed a roundabout and while it is feasible, it was not technically warranted. However, we have asked the design consultant to include a roundabout design analysis in their work and will confirm plans for that intersection once they complete the preliminary engineering for that phase of the project. Since there will be economies of scale by building a roundabout now with the twinning, we expect that review will be favourable just based on the costs and benefits.

Water for Life Projects:

- **Wastewater Lift Station and Pipeline Extension Project – (Extension of the Sylvan Lake Wastewater Pipeline to include Eckville.)**
The Regional Wastewater Stage 5 from Sylvan Lake to Half Moon Bay is currently behind schedule. The commission would have to make an application for the line to Eckville to be considered for funding. This application should include a cost comparison of a stand alone system in Eckville as well as the regional option. Application deadline is November 30th, 2024 for consideration of funding in 2025/26 budgets.

Municipal Water Wastewater Grant Program:

- Water Plant Upgrade Project
 - Water Filter Upgrade/Replacement Project.
 - HVAC Upgrade Project.

Filter media upgrade and HVAC were included as part of the approved scope of work for the Water Pumphouse and Reservoir project that was approved in 2020 under the ICIP program.
- Water Meter Upgrade Project
(To improve volume monitoring in relation to connection to regional wastewater line to Red Deer.)
Water meters are not eligible under the AMWWP as they are part of the distribution system. You may wish to investigate eligibility under other grant programs such as the CCBF or LGFF which are administered through Municipal Affairs.

I hope this is helpful.

Jack

Jack Ramsden
Chief Administrative Officer
Office: 403-746-2171
Cell:- 587-877-0790



AGENDA ITEM

Council Candidate Orientation

September 26, 2024

BACKGROUND

To encourage public interest in running for municipal office in the next election, it is proposed that Lacombe County, in partnership with the City of Lacombe, and the towns and villages within the County (with the exception of the Summer Villages), offers a Regional Council Candidate Orientation session in late summer or early fall 2025. The session would be designed to provide potential candidates with an overview of the responsibilities of a municipal Councillor and an idea of what a day in the life of a Councillor would entail.

ANALYSIS

Strategic Steps Inc., an Edmonton-based company, works with a combination of in-house experts and trusted associates to offer workshops and professional services tailored to boards and Councils. Strategic Steps Inc. offers a half-day (4-hour), on-site orientation session that covers the day-to-day responsibilities and expectations of a Councillor.

Alternatives:

1. Direct the County Manager, in partnership with the City of Lacombe and the towns and villages within Lacombe County, to arrange for Strategic Steps Inc. to provide a Council Candidate Orientation for up to 40 interested participants in late Summer or early Fall 2025. (Administrative recommendation).
2. Take other action(s) as determined by Council.

BUDGET IMPLICATIONS

The cost for Strategic Steps Inc. to provide a Council Candidate Orientation session for up to 40 candidates is \$5000.00 plus GST. This cost would be shared between the participating municipalities.



LEGISLATIVE RESPONSIBILITIES

Section 3 of the Municipal Government Act (MGA) states the purposes of a municipality are: (a) to provide good government, (a.1) to foster the well-being of the environment, (b) to provide services, facilities, or other things that, in the opinion of Council, are necessary or desirable for all or part of the municipality, (c) to develop

and maintain safe and viable communities, and (d) to work collaboratively with neighbouring municipalities to plan, deliver and fund intermunicipal services.

RECOMMENDATION

That Council direct the County Manager, in partnership with the City of Lacombe and the towns and villages within Lacombe County (with the exception of the Summer Villages), to arrange for Strategic Steps Inc. to provide a Council Candidate Orientation for up to 40 interested participants in late Summer or early Fall 2025.

PREPARED BY: Jennifer Prediger, Executive Assistant

REVIEWED BY: Tim Timmons, County Manager

Two handwritten signatures in blue ink, one above the other, enclosed in a rectangular box.

Audit Trail Code: PMCHQ00000891
* Voided transactions

EFT

Mtg. Date OCT 15 2024
Agenda Item 7.2

Chequebook ID	Type	Number	Date	Amount
Paid To/Rcvd From		Description		
ATB - GEN	Cheque	EFT000000000107	2024-09-23	\$1,611.75
Central Alberta Window Cleaning				
ATB - GEN	Cheque	EFT000000000108	2024-09-23	\$66.68
Diane Eliuk				
ATB - GEN	Cheque	EFT000000000109	2024-09-23	\$10,818.00
Eckville Municipal Library				
ATB - GEN	Cheque	EFT000000000110	2024-09-23	\$7,659.76
Empringham Disposal Corp.				
ATB - GEN	Cheque	EFT000000000111	2024-09-23	\$787.50
HHID Consulting Ltd.				
ATB - GEN	Cheque	EFT000000000112	2024-09-23	\$500.00
Penny Seiling				
ATB - GEN	Cheque	EFT000000000113	2024-09-23	\$249.49
Tagish Engineering Ltd.				
Total Transactions:		7		

Batch ID: AP CHEQUES
 Batch Comment: Oct 3, 2024

Audit Trail Code: PMCHQ00000892
 Posting Date: 2024-10-03

Chequebook ID: ATB - GEN

* Voided Cheques

Cheque Number	Date	Payment Number	Vendor ID	Cheque Name	Amount
028077	2024-10-03	0000000000023994	AAM001	Canoe	\$790.25
028078	2024-10-03	0000000000023995	ATB001	ATB Financial Mastercard	\$2,290.79
028079	2024-10-03	0000000000023996	CEN04	Central Labs	\$877.54
028080	2024-10-03	0000000000023997	DPO001	DPOC	\$1,575.00
028081	2024-10-03	0000000000023998	ECK012	Eckville Arena	\$20,000.00
028082	2024-10-03	0000000000023999	EVE003	Everything H2O	\$232.52
028083	2024-10-03	0000000000024000	FLO01	Flowpoint Environmental System	\$108.15
028084	2024-10-03	0000000000024001	HAC001	Hach Sales & Service Canada Lt	\$1,237.33
028085	2024-10-03	0000000000024002	KEY001	Key Agventures Inc	\$12.68
028086	2024-10-03	0000000000024003	LAC001	Lacombe County	\$3,303.66
028087	2024-10-03	0000000000024004	LAC010	Lacombe Regional Waste Service	\$540.00
028088	2024-10-03	0000000000024005	LIT002	Little Jon's Portable Toilet S	\$1,050.00
028089	2024-10-03	0000000000024006	MES001	Messer Canada INC.	\$47.68
028090	2024-10-03	0000000000024007	MIS001	Missing Link Internet Inc.	\$367.50
028091	2024-10-03	0000000000024008	NEX002	NextGen Automation	\$497.86
028092	2024-10-03	0000000000024009	PEN02	Pens.com	\$633.10
028093	2024-10-03	0000000000024010	RAY02	Scott Raymond	\$866.25
028094	2024-10-03	0000000000024011	REC	Receiver General	\$13,281.00
028095	2024-10-03	0000000000024012	SPA001	Sparrows Auto Service Ltd	\$222.05
028096	2024-10-03	0000000000024013	TEL001	Telus	\$1,119.77
028097	2024-10-03	0000000000024014	TEL002	TELUS MOBILITY	\$133.20
028098	2024-10-03	0000000000024015	TWO001	Two H Group	\$360.00
028099	2024-10-03	0000000000024016	WHI03	White Cap Supply Canada Inc.	\$362.73
028100	2024-10-03	0000000000024017	WIL001	Wild Rose Assessment Services	\$1,424.15
Total Cheques: 24					Cheques Total: \$51,333.21

Mtg. Date OCT 15, 2024

Agenda Item 9.1 A

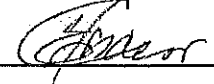
ECKVILLE MUNICIPAL LIBRARY
BOARD MEETING MINUTES

DATE: Sept 11th 2024 In person @ 1pm

Attendees:	Colleen Ebden, Deborah Gyori, Emy McDonell, Natasha Resta, Debbie Neal, Reidun Staudinger, Dana Kreil, Jacqueline Palm-Fraser, Lori Hoven and Nicola McKinnon (prospective board member)
I. Call to order	Called to order by Colleen @ 1:01 pm.
II. Approval of Agenda: Additions and Deletions	Lori moved to approve the agenda with no amendments. All in favor- Carried
III. Approval of minutes	Dana moved to approve the minutes from June 12 th , 2024. All in favor, carried.
IV. Library Association Report	Submitted by Debbie Neal. Presented to the board. See attached document. Dana moved to accept, All in favor, carried.
V. Chairperson's Report	Nothing to report.
VI. Manager Report	Natasha presented the manager report to the board. See attachment below. Emy moved to accept the report. Motion carried.
VII. Treasurers Report	Natasha presented all financial records to the board. Deborah motioned to approve all reports. All in favor- Motion carried.
VIII. Old Business	1) Budgeted bank fees- will add to 2025 budget. 2) Truth and Reconciliation Acknowledgment Jacquie moved to leave display as is – motion carried.
b. New Business	1) Sea Can Art – discussed the addition of picture frames as in manager report.

	<p>2) Visa purchase Jacquie moved to purchase \$500 Visa card. Deborah seconded. All in favor</p> <p>3) Visa Application Jacquie moved that Town of Eckville library board apply for a \$1000.00 Service Credit Union Business Mastercard and that Dana Kreil be assigned as the administrator on the account. Colleen seconded the motion. All in favor- Motion carried.</p> <p>4) In Camera Session: Dana moved to go in camera at 1:45 pm. Board plus admin present, Nikki excused herself. All in favor – Carried</p> <p>Colleen moved to end in camera session at 2:02 pm. All in favor- Carried</p>
4) Policy Review	<p>Policy #7 – Policy on Unattended Children</p> <p>Dana moved to approve Policy #7 with no changes.</p> <p>All in favor – motion carried.</p>
5) Next meeting date	October 9 th , 2024 @1pm
6) Adjournment	Colleen moved to adjourn the meeting @ 2:08 pm.

Approval Date: Oct. 9. 2024

Signed: 

Signed by: Colleen Ebdon- Library Chair

HIGHLIGHTS OF THE REGULAR COUNCIL MEETING September 26, 2024

FIVE-YEAR RECREATION CAPITAL PLAN

Council approved the 2025 – 2029 Five-Year Recreation Capital Plan as follows:

- 2025 - Sandy Point Beach playground expansion
- 2026 - Gull Lake Trail
- 2027 - Kuhnen Park boardwalk construction
- 2028 - Trans Canada Trail Phase III construction
- 2029 - No proposed projects

These projects are subject to Council budget approval.

FIVE-YEAR BRIDGE PROGRAM

Council approved the Five-Year Bridge Program, including the 2025 capital bridge projects. The proposed replacement projects for 2025 are as follows:

- 364 – Range Road 27-1 south of Milton West Branch Road
- 1758 – intersection of the Westling Road and Township Road 41-0
- 6989 – Township Road 41-5.5 east of Spruceville Road
- 1759 – Clive North Access south of Milton Road

Additionally, there is a major repair to Bridge 81262 on Milton Road west of Highway 821 scheduled for 2025.

2025 UTILITY SERVICES CAPITAL PURCHASES

Council approved the 2025 Utility Services capital equipment purchase of two half-ton trucks utilized by the County's utility operators. The County Manager was authorized to tender and award the capital purchases and dispose of/transfer the used equipment.

REMOTE SHOP SOLAR SYSTEM EXPANSION

\$120,000 will be included in the 2024 Lacombe County budget to fund the expansion of the solar arrays at the Rainy Creek and Tees remote shops. The County Manager was authorized to pursue grant funding through the Municipal Electricity Generation program.

MUNICIPAL FOOD WASTE DIVERSION PILOT PROGRAM

Lacombe County will participate as a partner municipality in the Municipal Food Waste Diversion Pilot Program (MFWDPP) which will allow County residents to purchase FoodCycler counter compost units at a subsidized price.

RURAL MUNICIPALITIES OF ALBERTA (RMA) 2024 FALL CONVENTION

All Councillors will attend the upcoming Rural Municipalities of Alberta Fall Convention and Trade Show will take place November 4 – 7, 2024 at the Edmonton Convention Centre.

MEETING WITH RCMP AT RMA 2024 FALL CONVENTION

The invitation for Council to meet with members of the RCMP during the RMA 2024 Fall Convention was received for information.



WHERE PEOPLE ARE THE KEY

COUNCIL CANDIDATE ORIENTATION

To encourage public interest in running for municipal office in the next election, and provided that there is sufficient interest from the parties involved, Lacombe County, in partnership with the City of Lacombe, and the towns and villages within the County (with the exception of the Summer Villages), will offer a Regional Council Candidate Orientation session in late summer or early fall 2025.

ALBERTA COMMUNITY PARTNERSHIP GRANT – VILLAGE OF ALIX INFRASTRUCTURE MASTER PLAN

Lacombe County will participate in the Alberta Community Partnership Grant application with the Village of Alix for the purpose of completing an Infrastructure Master plan. The Village of Alix will be designated as the managing partner for this project.

BASHAW RURAL PRIMARY CARE HEALTH MODEL

Christine Buelow and Jackie Northy of Bashaw and District Support Services provided Council with a presentation regarding the Bashaw Rural Primary Health Care Model. The County Manager was directed to prepare a report and recommendation regarding The Bashaw Rural Primary Care Health Model, for consideration at a future Council meeting.

Next Regular Council Meeting is
October 10, 2024 – 9:00 a.m.

Next Committee of the Whole Meeting is
October 1, 2024 – 9:00 a.m.

Lacombe County Administration Building

****For more details from Lacombe County Council meetings, please refer to the meeting minutes. All meeting minutes are posted on the website (www.lacombecounty.com) after approval.**

Friends & Food

Central Alberta Elected Officials are invited to attend an evening of dinner and friendship at Field & Forge Brewing Co. in Innisfail on November 13.

Date: Wednesday, November 13, 2024

Time: 5:00 p.m. to 8:00 p.m.

Location: Field & Forge Brewing Co. (3775 61 Ave.)

Cost: \$50 Per Person - This includes dinner, dessert, and a non-alcoholic beverage. Beer, wine and spirits will be available for purchase

Please RSVP to Juanita Heidt at juanita.heidt@innisfail.ca by November 7, 2024.

