

SMOKY LAKE COUNTY

A G E N D A: County Council Meeting for the purpose of a
Utilities Meeting: Environmental Operations
to be held on
Wednesday, April 15, 2020 at 9:00 o'clock A.M.
in the County Council Chambers (or attended virtually), Smoky Lake.

1. Meeting:

1.1 Call to Order.

2. Agenda:

Acceptance of Agenda:
as presented or
subject to additions or deletions

3. Minutes:

3.1. Adopt minutes of February 24, 2020– Utilities Meeting: Environmental Operations Meeting. ©

Recommendation: Motion to Adopt.

3.2 Utilities Meeting: February 24, 2020 Environmental Operations: **Action List.** ©

Recommendation: File for Information.

4. Request for Decision:

4.1 Sewage Flooding. ©

4.2 **Bylaw No. 1378-20:** Evergreen Regional Waste Management Services Commission. ©

Recommendation: Councils Discretion.

5. Issues for Information:

5.1 Managers Report. ©

5.2 Evergreen Regional Waste Management Services Commission Meeting March 19, 2020. ©

5.3 Rain and Compost barrels. ©

Recommendation: For Discussion.

6. Correspondence:

7. Delegation(s)

1. Kurt and Lillian Stahl– Re: After-hours access to landfill. ©

8. Executive Session:

**9. Date and time of Next Meeting(s):
Adjournment**

SMOKY LAKE COUNTY

Minutes of the **Environmental Operations Meeting** (Water, Wastewater and Waste Management) held on Monday, **February 24, 2020** at 3:22 P.M. in the County Council Chambers.

The meeting was called to Order by the Chairperson Lorne Halisky in the presence of the following persons:

<u>Div. No.</u>	<u>Councillor(s)</u>	<u>ATTENDANCE</u> <u>Monday, Feb.24, 2020</u>
1	Dan Gawalko	Present
2	Johnny Cherniwchan	Present
3	Craig Lukinuk	Present
4	Lorne Halisky	Present
5	Randy Orichowski	Present
CAO	Cory Ollikka	Present @3:30 p.m.
Asst CAO	Lydia Cielin	Present
Finance Manager	Brenda Adamson	Present
Env. Oper. Manager	Dave Franchuk	Present
Legislative Svcs/R.S.	Patti Priest	Present

No members of the Media in attendance.
One member of the Public in attendance.

2. Agenda:

591-20: Orichowski

That the Smoky Lake County Environmental Operations Meeting Agenda for February 24, 2020, be adopted, as amended:

Additions to the Agenda:

1. SWANA (Solid Waste Association of North America) 2020 Symposium.
2. Evergreen Regional Waste Commission Lease and Operation Agreements.

Carried Unanimously.

3. Minutes:

592-20: Gawalko

That the Minutes of the Smoky Lake County Environmental Operations Meeting held on Monday, December 16, 2019, be adopted as presented.

Carried.

593-20: Gawalko

That the Action List from the Smoky Lake County Environmental Operations Meeting held on Monday, December 16, 2019, be filed for information.

Carried.

4. Request for Decision:

Policy Statement No. 04-09-01: Take it or Leave it Program

594-20: Orichowski

That the proposed Smoky Lake County Policy Statement No. 04-09-01: Take it or Leave it Program, be adopted:

Title: Take-It-Or-Leave-It Program	Policy No.: 09-01
Section: 04	Code: P-I
Page No.: 1 of 2	
Legislation Reference: Alberta Provincial Statutes	
Purpose:	To provide rules and regulations regarding participating in, and use of, the designated "Take-It-Or-Leave-It" areas at landfills within Smoky Lake County.

Policy Statement and Guidelines:																									
1.	STATEMENT:																								
1.1	It is part of the County's initiative to conserve natural resources, landfill space and energy, as well as, extend the life out of Class III Landfills by reducing waste. By establishing a "Take it or Leave it" Program, the County encourages the "reduce, reuse, and recycle" concept in a safe manner and cut down on the amount of waste thrown away.																								
2.	OBJECTIVE:																								
2.1	To provide regulated, designated areas at the Class III Landfills within Smoky Lake County, as "Take it or Leave it" locations to allow residents to drop-off or pick-up items that still can be put to use and keep them out of the landfills.																								
2.2	The designated "Take it or Leave it" areas of the landfill are the only areas from which materials can be taken.																								
3.	GUIDELINES:																								
3.1	The basis of this program is to provide the opportunity for residents to find new homes for items they no longer need or use and for other residents who possibly may reuse items. Take It or Leave It areas are available at the Smoky Lake and Spedden Landfill sites.																								
3.2	The Take It or Leave It locations are available for residents in our region to drop off or pick-reusable items in good condition for free anytime during landfill operating hours.																								
3.3	The following materials/goods are strictly prohibited at the Take-It-or-Love-It areas: <table border="0"><tr><td>- carpets,</td><td>- baby walkers,</td><td>- washing machines,</td></tr><tr><td>- linoleum,</td><td>- cribs,</td><td>- clothes dryers,</td></tr><tr><td>- clothing,</td><td>- car-seats,</td><td>- hot water tanks,</td></tr><tr><td>- shoes,</td><td>- refrigerators,</td><td>- humidifiers,</td></tr><tr><td>- bedding,</td><td>- freezers,</td><td>- de-humidifiers,</td></tr><tr><td>- food items,</td><td>- stoves,</td><td>- televisions,</td></tr><tr><td>- mattresses,</td><td>- dishwashers,</td><td>- any similar appliances,</td></tr><tr><td>- box-springs,</td><td>- microwaves,</td><td></td></tr></table> - or any type of Personal Protective Equipment including but not limited to: helmets, hard hats, safety boots, masks, or life jackets.	- carpets,	- baby walkers,	- washing machines,	- linoleum,	- cribs,	- clothes dryers,	- clothing,	- car-seats,	- hot water tanks,	- shoes,	- refrigerators,	- humidifiers,	- bedding,	- freezers,	- de-humidifiers,	- food items,	- stoves,	- televisions,	- mattresses,	- dishwashers,	- any similar appliances,	- box-springs,	- microwaves,	
- carpets,	- baby walkers,	- washing machines,																							
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- food items,	- stoves,	- televisions,																							
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- box-springs,	- microwaves,																								

Policy Statement and Guidelines:	
3.4	Items left in the Take-It-or-Love-It areas must be clean, and in reasonably good condition.
3.5	Any material placed in the Municipal Solid Waste bins, inert waste coils, metal sites, appliance sites, tire marshalling area, or burn pits will not be transferred to any Take-It-Or-Love-It area.
3.6	The County cannot guarantee or warranty any items taken from the Take-It-or-Love-It area and, is not liable or responsible for any items taken from the Take-It-or-Love-It area.
3.7	All items obtained from the Take-It-or-Love-It area are the sole responsibility of the person who takes them.
4.	PROCEDURES:
4.1	The Landfill Site Attendants will ask the person prior to disposing the garbage, if they have items for Take-It-Or-Love-It; and shall have final discretion regarding which items are acceptable in the Take-It-Or-Love-It area, and have the authority to refuse any item for any reason. Sometimes due to space constraints, items that would typically be included in the program may be rejected.
4.2	All items that have been left in the Take-It-or-Love-It area for more than thirty (30) days, are to be disposed of by any means of recycling or salvaging; or, as a last resort, waste disposal.

Carried.

Cory Ollikka, Chief Administrative Officer, entered Council Chambers, time 3:30 p.m.

Whitefish Resort and Campground Waste Bins
595-20: Gawalko

That Smoky Lake County Council approve to reinstate the three 6-yard front load waste bins which were previously removed as per Council's October 24, 2019, Motion #92-19, at the rural address: 62044 Range Road 133, on the privately owned land legally described as plan 9523091 Lot 19, NE-04-62-13-W4, Whitefish Lake Resort; subject to the Environmental Operations Manager's inspection and approval of an adequate area created for the said bins by, and at, the cost of the landowner, as well as subject to the landowner purchasing a County Snow Plow Flag and executing a hold harmless agreement; in response to the letter received from Brenda Carter, landowner, dated December 8, 2019.

Carried.

Additions to the Agenda:

SWANA (Solid Waste Association of North America) 2020 Symposium

596-20: Lukinuk

That Smoky Lake County Councillor Dan Gawalko and Deputy Reeve Randy Orichowski attend the SWANA (Solid Waste Association of North America) Year-2020 Symposium with the theme: "Reach for the Summit with the 2020 SWANA Canadian Symposium" scheduled for April 20 to 23, 2020, to be held at the Fairmont Banff Springs Hotel.

Carried.

Next Meeting

597-20: Gawalko

That the next Smoky Lake County **Environmental Operations Meeting** be scheduled for **Wednesday, April 15, 2020 at 9:00 a.m.** to be held in the County Council Chambers.

Carried.

Evergreen Regional Waste Commission Lease and Operation Agreements

598-20: Orichowski

That Smoky Lake County execute the Evergreen Regional Waste Management Services Commission Lease and Operation Agreements for Year-2020; and administration proceed to develop a bylaw to be brought forward to a future Council Meeting, which includes the said agreements as schedules for the purpose of tracking the agreements.

Carried.

5. Issues for Information:

Environmental Operations: Manager's Report

599-20: Gawalko

That the Smoky Lake County Environmental Operations Manager's report for the period of December 3, 2019 to February 18, 2020, be accepted and filed for information.

Carried.

Evergreen Regional Waste Management Services Commission – January 9, 2020 Minutes

600-20: Lukinuk

That the agenda package received by Smoky Lake County from Evergreen Regional Waste Management Services Commission's Regular Meeting held on January 9, 2020 at the County of St. Paul No. 19's office, be filed for information.

Carried.

Evergreen Regional Waste Management Services Commission – February 6, 2020 Minutes

601-20: Orichowski

That the agenda package received by Smoky Lake County from Evergreen Regional Waste Management Services Commission's Regular Meeting held on February 6, 2020 at the County of St. Paul No. 19's office, be filed for information.

Carried.

6. Correspondence:

Zero Plastic Waste Initiative

602-20: Lukinuk

That the information received by Smoky Lake County in regard to the Government of Canada's Zero Plastic Waste Initiative funding program which aims to effect change across the plastics lifecycle to increase waste collection, improve value recovery, and prevent and remove plastic pollution by supporting projects that use innovative approaches leading to measurable, positive impacts to reduce plastic waste and pollution in Canada, be filed for information as the application deadline is March 2, 2020.

Carried.

8. Executive Session:

No Executive Session.

ADJOURNMENT:

603-20: Halisky

That the Smoky Lake County Environmental Operations Meeting of
February 24, 2020 be adjourned, time 4:02 p.m.

Carried.

CHAIRPERSON

S E A L

CHIEF ADMINISTRATIVE OFFICER

ACTION LIST:

February 24, 2020 Environmental Operations



MOTION NO.	RESOLUTION	DEPARTMENT	ACTION	STRAT PLAN GOAL												
<p>594-20</p>	<p>That the proposed Smoky Lake County Policy Statement No. 04-09-01: Take it or Leave it Program, be adopted:</p> <table border="1" data-bbox="254 415 879 553"> <tr> <td colspan="2">Title: Take-It-Or-Leave-It Program</td> <td>Policy No.: 09-01</td> </tr> <tr> <td>Section: 04</td> <td>Code: P.I.</td> <td>Page No.: 1 of 2</td> </tr> <tr> <td colspan="3">Legislation Reference: Alberta Provincial Statutes</td> </tr> <tr> <td colspan="3">Purpose: To provide rules and regulations regarding participating in, and use of, the designated "Take-It-Or-Leave-It" areas at landfills within Smoky Lake County.</td> </tr> </table>	Title: Take-It-Or-Leave-It Program		Policy No.: 09-01	Section: 04	Code: P.I.	Page No.: 1 of 2	Legislation Reference: Alberta Provincial Statutes			Purpose: To provide rules and regulations regarding participating in, and use of, the designated "Take-It-Or-Leave-It" areas at landfills within Smoky Lake County.			<p>Municipal Clerk</p>	<p>Policy Statement No. 61-12-02: Compliance Certificate, was incorporated into the "Governance Policy Manual".</p>	
Title: Take-It-Or-Leave-It Program		Policy No.: 09-01														
Section: 04	Code: P.I.	Page No.: 1 of 2														
Legislation Reference: Alberta Provincial Statutes																
Purpose: To provide rules and regulations regarding participating in, and use of, the designated "Take-It-Or-Leave-It" areas at landfills within Smoky Lake County.																
<p>595-20</p>	<p>That Smoky Lake County Council approve to reinstate the three 6-yard front load waste bins located at 62044 Range Road 133, on the privately owned land legally described as plan 9523091 Lot 19, NE-04-62-13-W4, at Whitefish Lake Resort once adequate room is created by the landowner and subject to the owner purchasing a snow plow flag along with executing a hold harmless agreement; in response to the letter received from Brenda Carter, landowner, dated December 8, 2019, further to Council's October 24, 2019, Motion #92-19.</p>	<p>Enviro. Ops Manager</p>	<p>On Feb 25, 2020 Management had emailed Brenda Carter and attached a draft copy of the motion and a brief explanation. On Feb 26, 2020 Brenda had phoned and agreed with the direction Council have given. The waste bins will be returned when adequate room for the waste truck can turn around is constructed.</p>													
<p>596-20</p>	<p>That Smoky Lake County Councillor Dan Gawalko and Deputy Reeve Randy Orichowski attend the "Reach for the Summit with the 2020 SWANA Canadian Symposium" at the Fairmont Banff Springs Hotel, scheduled for April 20 to 23, 2020.</p>	<p>Enviro. Ops Manager</p>	<p>On Feb 26, 2020 Management had registered Smoky Lake County Councillor Dan Gawalko and Deputy Reeve Randy Orichowski to the Reach for the Summit with the 2020 SWANA Canadian Symposium" and booked accommodations at the Fairmont Banff Springs Hotel for the arrival date of Sunday April 19, 2020 to April 23, 2020.</p> <p>Due to Corvid 19 the Symposium had been postponed for November 22 to 26, 2020. All arrangements have been updated on April 6, 2020.</p>													

ACTION LIST:

February 24, 2020 Environmental Operations



MOTION NO.	RESOLUTION	DEPARTMENT	ACTION	STRAT PLAN GOAL
598-20	That Smoky Lake County execute the Evergreen Regional Waste Management Services Commission Lease and Operation Agreements for Year-2020; and administration proceed to develop a bylaw which includes the said agreements as schedules for the purpose of tracking the agreements, to be brought forward to a future Council Meeting.	Enviro. Ops Manager Legislative Services	Copies of the Evergreen Regional Waste Management Services Commission Lease and Operation agreements have been emailed to Legislative Services on February 26, 2020. Legislative Service has prepared a Bylaw and RFD to be brought forward to the next Council Meeting.	

Chief Administrative Officer

REQUEST FOR DECISION		DATE	April 15, 2020	4.1
TOPIC	Sewage Flooding			
PROPOSAL	<p>History: On October 14, 2019 Management received a call from Marino's plumbing saying they were at 5004 – 52 Street in the Hamlet of Warspite tending to a sewage flooded basement. I rushed out to warspite to investigate if it was a plugged line at the residence, it was not as the water continued to flow into the basement. I proceeded to the sewage lift station to determine the sewage well level was extremely high. The control panel indicated that the pumps had blown a breaker due to overheating. I lifted pump one and it was plugged with what appeared to be diaper material. Once I got the pump going the sewage flowed out of the basement. We unplugged pump number 2 and the system was up and running again to full capacity. Upon further troubleshooting the landline dialing alarm system failed. In normal operation the system would notify each operator until someone acknowledges the alarm. The following week a new dial out system had been installed (4.1a)</p> <p>Management had filed a claim through Priddle and Gibbs as I felt that our system was at fault. The Home owner was very upset and wanted this issue resolved as soon as possible. I was given direction to correspond with a letter to the contractor (Boarder City Fire & Flood who was chosen to complete all the repairs to the home. (4.1b) The Estimate and invoice came to \$9,924.43.(4.1c) On March 19,2020 Priddle and Gibbs Adjusters sent a letter determining that upon investigation the County was not liable. (4.1d) The Homeowner also had a list of items that were damaged during this incident totaling \$980.00. (4.1e)</p>			
CORRELATION TO BUSINESS (STRATEGIC) PLAN				
LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS	•			
BENEFITS	•			
DISADVANTAGES	•			
ALTERNATIVES	•			
FINANCE/BUDGET IMPLICATIONS				
Operating Costs:		Capital Costs:		
Budget Available:		Source of Funds:		
Budgeted Costs:		Unbudgeted Costs:		
INTERGOVERNMENTAL INVOLVEMENT/IMPLICATIONS				
COMMUNICATION STRATEGY				
Recommendation				
<p>Option #1 That The Smoky Lake County claim responsibility for this claim and pay the contactors costs of \$9,924.43 to Boarder City Fire & Flood, and reimburse the homeowner for personal property of \$995.00.</p> <p>Option #2 The Smoky Lake County refuse to pay for any damages.</p> <p>Councils Discretion</p>				
CHIEF ADMINISTRATIVE OFFICER				

dave franchuk

4.1a

From: Nick Praharenka <rencogeneral@mcsnet.ca>
Sent: October-22-19 11:14 AM
To: dave franchuk
Subject: warspite autodailer

Hello Dave,

The auto-dailer is a crucial component integrated in the new control panel we installed. This piece of equipment allows for timely alerting of warnings or critical failures that may occur in the lift station. Without such a component, failures can go unnoticed for a time and lead to equipment damage or worse yet, events that cause damage to residential dwellings that may require costly repairs and lead to insurance claims.

The current auto-dailer proposed dials out using a landline through subscription of a third-party communication provider. Unfortunately, the communication provider has informed you that the landline installation and configuration will take in the order of months to complete. To have a functional auto-dailer immediately we can install a cellular based unit that communicates over the cell network rather than landline. The costs to install the unit are listed below:

To supply and install the CV3 cellular auto-dailer: \$5,600

Credit for landline dialer: -\$1500

total: \$4,100

Please note that the cellular auto-dailer will require a subscription to a communication provider which the owner will have to make arrangements for.

--

Regards,

Nick Praharenka

Phone: (780) 809-1532

Cell: (780) 490-8582

Fax: (780) 688-3865

Email: rencogeneral@mcsnet.ca

Renco General Contracting Ltd. Box 461 Ryley, Alberta Canada T0B 4A0

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4.1 b



Smoky Lake County

P.O. Box 310
4612 McDougall Drive
Smoky Lake, Alberta
T0A 3C0

Phone: 780-656-3730
1-888-656-3730
Fax: 780-656-3768
www.smokylakecounty.ab.ca

Hi Gerald,

As per our conversation this morning regarding the sewage back up issue at the Hamlet of Warspite, Alberta at 5004 52 st. The Smoky Lake County takes full responsibility for the Sewage flooding of Pat Sidors home and will pay for all repairs completed by Border City Fire and Flood that are related to the flooding of her basement.

Your Truly,

Dave Franchuk


Environmental Operations Manager

Smoky Lake County

Ph. 780 650-1800

4.1c



Border City Fire and Flood

Box 12681

Lloydminster AB T9V0Y4

306-825-4357

bcfflloyd@hotmail.com

GST/HST Registration No.: 857072839

INVOICE

INVOICE TO

TO: Pat Sidor

RE: Emergency/Repairs

ATTN: Dave Franchuk

of Smoky Lake County

INVOICE # BV19-097R

DATE 04-11-2019

DUE DATE 04-12-2019

ACTIVITY

AMOUNT

Rebuild

8,218.93

As per quote

Overhead

821.91

Profit

410.95

SUBTOTAL	9,451.79
GST @ 5%	472.64
TOTAL	9,924.43
BALANCE DUE	\$9,924.43

Insured: PAT SIDOR
Property: 5004 - 52 STREET
WARSPITE AB, AB T0A 3N0
Home: PO BOX 10 RPO
WARSPITE, AB T0A 3N0

Cell: (780) 656-0321
Cellular: (780) 656-0321
E-mail: aprockiw@mcsnet.ca

Estimator: Hilarie Mackenzie
Position: Project Estimator
Company: Border City Fire & Flood

Business: (306) 825-4357
E-mail: bcff.hilarie@hotmail.com

Claim Number: 001690097

Policy Number: 1004395868

Type of Loss: Water Damage

Date Contacted: 10/15/2019

Date of Loss: 10/14/2019 4:30 AM

Date Inspected: 10/15/2019

Date Received: 10/15/2019 11:20 AM

Date Entered: 10/15/2019 1:27 PM

Price List: ABED8X_OCT19
Restoration/Service/Remodel

Estimate: SIDOR_PAT-ESTIMATE

SIDOR_PAT-ESTIMATE

**Emergency
Main Level**

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Haul debris - per pickup truck load - including dump fees	1.00 EA	149.98	0.00	8.63	22.50	181.11
2. Provide box & tape - medium size	12.00 EA	0.00	3.26	2.25	5.87	47.24
3. Content Manipulation charge - per hour	6.00 HR	0.00	40.01	13.80	36.01	289.87
Shift contents, sort through affected contents, sanitize, re-box						
4. Dehumidifier (per 24 hour period) - No monitoring	2.00 EA	0.00	63.75	7.34	19.13	153.97
5. Air mover (per 24 hour period) - No monitoring	18.00 EA	0.00	31.50	32.60	85.05	684.65
6. Equipment setup, take down, and monitoring (hourly charge)	7.00 HR	0.00	58.50	23.55	61.43	494.48
7. Additional driving charge - per kilometre	450.00 EA	0.00	0.58	15.01	39.15	315.16
8. Water Extraction & Remediation Technician - per hour	15.60 HR	0.00	58.50	52.47	136.89	1,101.96
Total: Main Level				155.65	406.03	3,268.44



Main Area

Height: 8'

737.72 SF Walls	571.84 SF Ceiling
1,309.56 SF Walls & Ceiling	571.84 SF Floor
63.54 SY Flooring	91.80 LF Floor Perimeter
94.30 LF Ceil. Perimeter	

- Missing Wall** 3' X 8' Opens into STAIRS
- Missing Wall - Goes to Floor** 2' 6" X 6' 8" Opens into UNDERSTAIR
- Missing Wall** 8' 10 15/16" X 8' Opens into LAUNDRY_ROOM
- Missing Wall** 15' 4" X 8' Opens into UTILITY_ROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
9. Block and pad furniture in room - Large amount	1.00 EA	0.00	66.49	3.82	9.97	80.28
10. Tear out wet drywall, cleanup, bag, per LF - up to 2' tall	34.42 LF	3.61	0.00	7.14	18.64	150.04
11. Outlet or switch - Detach & reset	1.00 EA	0.00	15.89	0.91	2.38	19.18
12. Clean with pressure/chemical spray	571.84 SF	0.00	0.35	11.51	30.02	241.67

CONTINUED - Main Area

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
13. Water extraction from hard surface floor	571.84 SF	0.00	0.23	7.57	19.73	158.82
14. Apply plant-based anti-microbial agent to the floor	571.84 SF	0.00	0.28	9.21	24.02	193.35
Totals: Main Area				40.16	104.76	843.34



Laundry Room

Height: 8'

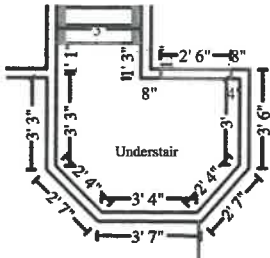
430.54 SF Walls	224.55 SF Ceiling
655.09 SF Walls & Ceiling	224.55 SF Floor
24.95 SY Flooring	53.82 LF Floor Perimeter
53.82 LF Ceil. Perimeter	

Missing Wall

8' 10 15/16" X 8'

Opens into MAIN_AREA

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
15. Block and pad furniture in room	1.00 EA	0.00	48.81	2.81	7.32	58.94
16. Washing machine - Detach	1.00 EA	0.00	23.12	1.33	3.47	27.92
17. Dryer - electric - Detach	1.00 EA	0.00	20.82	1.20	3.12	25.14
18. Clean with pressure/chemical spray	224.55 SF	0.00	0.35	4.52	11.79	94.90
19. Water extraction from hard surface floor	224.55 SF	0.00	0.23	2.97	7.75	62.37
20. Apply plant-based anti-microbial agent to the floor	224.55 SF	0.00	0.28	3.61	9.43	75.91
Totals: Laundry Room				16.44	42.88	345.18



Understair

Height: 8'

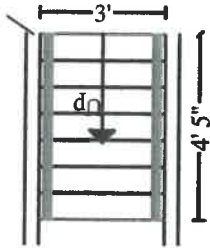
144.09 SF Walls	31.97 SF Ceiling
176.06 SF Walls & Ceiling	31.97 SF Floor
3.55 SY Flooring	17.59 LF Floor Perimeter
20.09 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

2' 6" X 6' 8"

Opens into MAIN_AREA

CONTINUED - Understair



Subroom: Stairs (1)

Height: 10' 10"

80.60 SF Walls	13.25 SF Ceiling
93.85 SF Walls & Ceiling	24.25 SF Floor
2.69 SY Flooring	10.63 LF Floor Perimeter
8.83 LF Ceil. Perimeter	

Missing Wall

3' X 10' 9 3/4"

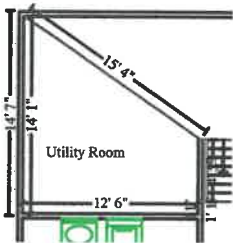
Opens into MAIN_AREA

Missing Wall

3' X 10' 9 3/4"

Opens into UNDERSTAIR

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
21. Clean with pressure/chemical spray	56.22 SF	0.00	0.35	1.13	2.95	23.76
22. Water extraction from hard surface floor	56.22 SF	0.00	0.23	0.75	1.94	15.62
23. Apply plant-based anti-microbial agent to the floor	56.22 SF	0.00	0.28	0.91	2.36	19.01
Totals: Understair				2.79	7.25	58.39



Utility Room

Height: 8'

255.33 SF Walls	122.40 SF Ceiling
377.74 SF Walls & Ceiling	122.40 SF Floor
13.60 SY Flooring	31.92 LF Floor Perimeter
31.92 LF Ceil. Perimeter	

Missing Wall

15' 4" X 8'

Opens into MAIN_AREA

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
24. Block and pad furniture in room	1.00 EA	0.00	48.81	2.81	7.32	58.94
25. Clean with pressure/chemical spray	122.40 SF	0.00	0.35	2.46	6.42	51.72
26. Water extraction from hard surface floor	122.40 SF	0.00	0.23	1.62	4.23	34.00
27. Apply plant-based anti-microbial agent to the floor	122.40 SF	0.00	0.28	1.97	5.14	41.38
Totals: Utility Room				8.86	23.11	186.04
Total: Main Level				223.90	584.03	4,701.39
Total: Emergency				223.90	584.03	4,701.39

**Rebuild
Main Level**

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
28. Haul debris - per pickup truck load - including dump fees	1.00 EA	149.98	0.00	8.63	22.50	181.11
29. Floor protection - cloth - skid resistant, breathable	30.00 SF	1.16	0.00	2.00	5.22	42.02
30. Additional driving charge - per kilometre	900.00 EA	0.00	0.58	30.02	78.30	630.32
31. Drywall Installer / Finisher - per hour	9.00 HR	0.00	119.35	61.77	161.13	1,297.05
32. Painter - per hour	9.00 HR	0.00	64.54	33.40	87.13	701.39
33. General Labourer - per hour	18.00 HR	0.00	40.01	41.41	108.03	869.62
Total: Main Level				177.23	462.31	3,721.51



Main Area

Height: 8'

737.72 SF Walls	571.84 SF Ceiling
1,309.56 SF Walls & Ceiling	571.84 SF Floor
63.54 SY Flooring	91.80 LF Floor Perimeter
94.30 LF Ceil. Perimeter	

Missing Wall	3' X 8'	Opens into STAIRS
Missing Wall - Goes to Floor	2' 6" X 6' 8"	Opens into UNDERSTAIR
Missing Wall	8' 10 15/16" X 8'	Opens into LAUNDRY_ROOM
Missing Wall	15' 4" X 8'	Opens into UTILITY_ROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
34. 1/2" - drywall per LF - up to 2' tall	34.42 LF	0.00	12.39	24.52	63.97	514.95
35. Outlet or switch - Detach & reset	1.00 EA	0.00	15.89	0.91	2.38	19.18
36. Seal the surface area w/PVA primer - one coat	106.25 SF	0.00	0.55	3.36	8.76	70.56
37. Paint the surface area - two coats	504.00 SF	0.00	0.93	26.96	70.31	565.99
38. Mask and prep for paint - tape only (per LF)	62.83 LF	0.00	0.54	1.96	5.09	40.98
39. Content Manipulation charge - per hour	6.00 HR	0.00	40.01	13.80	36.01	289.87
Totals: Main Area				71.51	186.52	1,501.53
Total: Main Level				248.74	648.83	5,223.04

Total: Rebuild		248.74	648.83	5,223.04
Line Item Totals: SIDOR_PAT-ESTIMATE		472.64	1,232.86	9,924.43

Grand Total Areas:

3,296.56 SF Walls	1,928.03 SF Ceiling	5,224.59 SF Walls and Ceiling
1,950.03 SF Floor	216.67 SY Flooring	411.50 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	417.92 LF Ceil. Perimeter
1,950.03 Floor Area	2,040.68 Total Area	2,994.02 Interior Wall Area
2,310.00 Exterior Wall Area	256.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Summary for Dwelling

Line Item Total	8,218.93
Overhead	821.91
Profit	410.95
GST	472.64
Replacement Cost Value	\$9,924.43
Net Claim	\$9,924.43

Hilarie Mackenzie
Project Estimator



4.1d

March 19, 2020

Pat Sidor

Re: Our File No.: 011927AY
Our Insured.: Smoky Lake County
Date of Loss.: June 26, 2019

I am the Adjuster appointed to represent the Insurers of the Smoky Lake County, as it relates to the above-noted matter.

I understand that sewer back up damage occurred in your residence causing damage to the basement.

I have reviewed this matter with the representatives of Smoky Lake County, who advised that after investigation it was discovered that the back up was caused by debris blocking the pumps in the lift station, and advised that inspection of the lift station was completed within their policy and procedures.

We have also reviewed the following portions of the Municipal Government Act of Alberta of relevance:

528 – A Municipality is not liable in an action resulting from the operation or non-operation of a public utility, unless the cause of the action is negligence.

530 – A Municipality is not liable for damage caused by frequency, infrequency, or absence of inspections and maintenance.

532(6) – A Municipality is only liable if they knew or should have known of the state of repairs.

Our investigation into this matter has not revealed any findings of negligence on the part of Smoky Lake County. Therefore, while it is unfortunate that you have sustained a loss, we must respectively deny any and all liability surrounding this matter.

Yours truly,

A handwritten signature in black ink, appearing to read "Andrea Yuhasz", written in a cursive style.

Andrea Yuhasz, FCIP
Direct Line: (780) 489-3310
andrea.yuhasz@priddlegibbs.com

4.1e

LIST OF ITEMS DESTROYED IN MY FLOODED
BASEMENT ON OCT 14/19 - THIS IS AN
ESTIMATED REPLACEMENT

- 2 PAIR WINTER BOOTS - 100
- 3 FIBRO OPTIC CHRISTMAS
TREES - 200
- 2 MEMORY FOAM PILLOWS - 250
- 1 SMOKE DETECTOR - 40
- CHRISTMAS DECORATIONS - 100
- 1 BOXES OF MISCELLANEOUS
LIGHT BULBS FOR MY
LIGHT FIXTURES 100
- 1 SHARK FLOOR WASHER 150
- 4 BAGS WATER CONDITIONER'S
START 40

980

A. S. S. O. P.

REQUEST FOR DECISION

DATE

April 15, 2020**4.2**TOPIC **Bylaw No. 1378-20: Evergreen Regional Waste Management Services Commission****PROPOSAL****History:**

In the late 90's, Alberta Environment assumed responsibilities from Alberta Health as the authority that would oversee waste management facilities in Alberta. In June of 1997, a landfill committee was formed for the purpose of reviewing options for the disposal and handling of waste. The Committee consisted of: County of St. Paul No. 19, Smoky Lake County, Town of St. Paul, Town of Smoky Lake, Town of Elk Point, Village of Vilna, and Village of Waskatenau. In February of 2000, the Minister of Municipal Affairs approved the forming of ERWMSC.

Recent History:

August 27, 2018 – Enviro. Op. Council Meeting Motion # 805-18:

That Smoky Lake County bring forward the Evergreen Regional Waste Management Services Commission agreement for review to gain a better understanding of the contract between Smoky Lake County and Evergreen Regional Waste Management Services Commission, to the next scheduled Smoky Lake County Environmental Operations Meeting.

February 19, 2019 - Enviro. Op. Council Meeting Motion # 422-19:

That Smoky Lake County forward the draft Lease Agreement with Evergreen Regional Waste Management Services Commission for the purpose of operating and maintaining waste management facilities, to the Municipal Solicitor for review and clarification of commission protocol.

June 11, 2019 – Enviro. Op. Council Meeting Motion # 777-19:

That Smoky Lake County provide Evergreen Regional Waste Management Services Commission the recommended changes to their Facility Operating Agreement and Lease Agreement, for review and consideration, as prepared by Brownlee LLP as per their correspondence dated, April 23, 2019.

August 28, 2019 - Enviro. Op. Council Meeting Motion # 977-19:

That Smoky Lake County provide Evergreen Regional Waste Management Services Commission (ERWMSC) with the recommended changes from Brownlee LLP as per their correspondence dated, April 23, 2019 of eliminating "Section 13, Article 8, Indemnity" of the ERWMSC Facility Operating Agreement and Lease Agreement, further to ERWMSC's tabled discussion held in regard to the matter at the June 20, 2019 ERWMSC meeting.

October 15, 2019 - Enviro. Op. Council Meeting Motion # 1198-19:

That Smoky Lake County extend an invitation to Dennis Bergheim, Interim Director of Community Services, County of St. Paul, for the purpose of discussing the Evergreen Regional Waste Management Services Commission history and service agreement at the next scheduled Environmental Operations Meeting.

December 16, 2019 - Enviro. Op. Council Meeting Delegation:

Mr. Denis Bergheim, Intern Director of Community Services, County of St. Paul No. 19 and former Evergreen Regional Waste Management Services Commission (ERWMSC) Manager, along with Paul Poulin, ERWMSC, and Tim Mahdiuk, Director of Community Services, County of St. Paul No.19.

Current:

February 24, 2020 - Enviro. Op. Council Meeting Motion # 598-20:

That Smoky Lake County execute the Evergreen Regional Waste Management Services Commission Lease and Operation Agreements for Year-2020; and **administration proceed to develop a bylaw to be brought forward to a future Council Meeting, which includes the said agreements as schedules for the purpose of tracking the agreements.**

		Proposal: <ul style="list-style-type: none"> Bylaw No. 1378-20: Evergreen Regional Waste Management Services Commission Agreements, has been created to track and ensure the lease is renewed prior to expiring. 	
CORRELATION TO BUSINESS (STRATEGIC) PLAN			
LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS		Municipal Government Act, as amended	
BENEFITS	By executing the Facility Operating Agreement and Lease Agreement through a Bylaw, the agreements are tracked and ensures the agreements are renewed prior to expiring.		
DISADVANTAGES	N/A		
ALTERNATIVES	N/A		
FINANCE/BUDGET IMPLICATIONS			
Operating Costs:	_____	Capital Costs:	_____
Budget Available:	_____	Source of Funds:	_____
Budgeted Costs:	\$ _____	Unbudgeted Costs:	_____
INTERGOVERNMENTAL INVOLVEMENT/IMPLICATIONS			
COMMUNICATION STRATEGY		N/A	
RECOMMENDATION			
That Smoky Lake County give First, Second, Permission for Third, and Third & Final Reading to Bylaw 1378-20: Evergreen Regional Waste Management Services Commission Agreements.			
CHIEF ADMINISTRATIVE OFFICER			

SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1378-20

A BYLAW OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA FOR THE PURPOSE OF HOLDING A FACILITIES OPERATING AGREEMENT FOR SOLID WASTE MANAGEMENT SERVICES, AND A LEASE AGREEMENT FOR SOLID WASTE FACILITY LANDS WITHIN THE BOUNDARIES OF SMOKY LAKE COUNTY, WITH, AND TO, THE EVERGREEN REGIONAL WASTE MANAGEMNT SERVICES COMMISSION ESTABLISHED PUSUANT TO THE PROVISIONS UNDER PART 16.1 OF THE MUNICIPAL GOVERNMENT ACT (ALBERTA), AS AMENDED.

WHEREAS, Smoky Lake County is a member of the Evergreen Regional Waste Management Services Commission.

WHEREAS, Smoky Lake County wishes to be an Operator of the Waste Facilities within the County boundaries for the Evergreen Regional Waste Management Services Commission.

WHEREAS, Smoky Lake County wishes to lease the lands on which the County waste facilities are located, to the Evergreen Regional Waste Management Services Commission.

NOW THEREFORE, Smoky Lake County, as a Member of the Evergreen Regional Waste Management Services Commission be engaged as an Operator for Waste Facilities within Smoky Lake County's boundaries, and does so hereby entering into an agreement as per **Schedule "A1": Facilities Operating Agreement** attached hereto, between Smoky Lake County and the Evergreen Regional waste Management Services Commission; and, Smoky Lake County as a the registered owner of the land on which the Solid Waste Facilities within the boundaries of Smoky Lake County are located, offers to lease for the purpose of operation and maintenance of the waste management facilities, hereby entering into an agreement as per **Schedule "B1": Lease Agreement** attached hereto, between Smoky Lake County and the Evergreen Regional waste Management Services Commission.

READ A **FIRST TIME** IN COUNCIL THIS ___ day of _____, AD 2020.

READ A **SECOND TIME** IN COUNCIL THIS ___ day of _____, AD 2020.

READ A **THIRD AND FINAL TIME**, WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS PRESENT, THIS ___ day of _____, AD 2020.

Craig Lukinuk, Reeve

SEAL

Cory Ollikka,
Chief Administrative Officer

Schedule "A1"

FACILITIES OPERATING AGREEMENT

THIS AGREEMENT entered into this 15 day of April 2020.

BETWEEN:

SMOKY LAKE COUNTY

(the "OPERATOR")

AND

**EVERGREEN REGIONAL WASTE MANAGEMENT SERVICES
COMMISSION**

(the "COMMISSION")

WHEREAS:

- A. Evergreen Regional Waste Management Commission is a regional services commission established pursuant to Part 16.1 of the *Municipal Government Act* (Alberta) and the Evergreen Regional Waste Management Services Commission Regulation for the purpose of providing solid waste management services;
- B. The Operator is a municipality incorporated pursuant to the *Municipal Government Act* and a member of the Commission;
- C. The Commission leases lands (the "Lands") legally described as:

[Legal description NW-36-59-17-4]
[Legal description NW-35-59-15-4]
[Legal description SE-30-59-13-4]
[Legal description NW-8-60-12-4]

(the "Lands");

- upon which certain facilities, as defined herein and set out in Schedule "A" to this Agreement (the "Facilities") are located;
- D. The Commission desires to engage the Operator to operate the Facilities, upon and subject to the further terms and provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES and the parties hereto agree as follows:

(attached)

Schedule "B1"

LEASE AGREEMENT

EFFECTIVE THIS 15 DAY OF April, 2020.

BETWEEN:

SMOKY LAKE COUNTY
(hereinafter referred to as "the Municipality")

OF THE FIRST PART

- and -

**EVERGREEN REGIONAL WASTE MANAGEMENT
SERVICES COMMISSION**
(hereinafter referred to as "the Commission")

OF THE SECOND PART

WHEREAS the Municipality is the registered owner of those certain land and premises legally described as follows:

[Legal description NW-36-59-17-4]
[Legal description NW-35-59-15-4]
[Legal description SE-30-59-13-4]
[Legal description NE-8-60-12-4]

(the "Lands");

AND WHEREAS the Municipality is a member of the Evergreen Regional Waste Management Services Commission, a regional services commission pursuant to Part 16.1 of the *Municipal Government Act* (Alberta) and the Evergreen Regional Waste Management Services Commission Regulation;

AND WHEREAS the Municipality wishes to enter into this Agreement and lease the Lands to the Commission and the Commission wishes to lease the Lands from the Municipality for the purpose of operation and maintenance of the waste management facilities (the "Facilities") located on the Lands ;

WITNESS THEREFORE that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Municipality and on the part of the Commission respectively, to be paid, observed, and performed, the sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree each with the other as follows:

(attached)

LEASE AGREEMENT

EFFECTIVE THIS 15 DAY OF April, 2020.

BETWEEN:

[Smoky Lake County]
(hereinafter referred to as "the Municipality")

OF THE FIRST PART

- and -

**EVERGREEN REGIONAL WASTE MANAGEMENT
SERVICES COMMISSION**
(hereinafter referred to as "the Commission")

OF THE SECOND PART

WHEREAS the Municipality is the registered owner of those certain land and premises legally described as follows:

[Legal description NW-36-59-17-4]
[Legal description NW-35-59-15-4]
[Legal description SE-30-59-13-4]
[Legal description NW-8-60-12-4]

(the "Lands");

AND WHEREAS the Municipality is a member of the Evergreen Regional Waste Management Services Commission, a regional services commission pursuant to Part 16.1 of the *Municipal Government Act* (Alberta) and the Evergreen Regional Waste Management Services Commission Regulation;

AND WHEREAS the Municipality wishes to enter into this Agreement and lease the Lands to the Commission and the Commission wishes to lease the Lands from the Municipality for the purpose of operation and maintenance of the waste management facilities (the "Facilities") located on the Lands ;

WITNESS THEREFORE that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Municipality and on the part of the Commission respectively, to be paid, observed, and performed, the sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree each with the other as follows:

ARTICLE 1
GRANT OF LEASE

1.01 The Municipality hereby leases the Lands to the Commission be held by the Commission as tenant for a term of TEN (10) YEARS commencing on the effective date of this Agreement and subject to prior termination in the events hereinafter set forth, at the rental and subject to the covenants, terms and conditions hereinafter set forth and which the Municipality and the Commission agree to observe and perform as the same may be applicable to each of them respectively.

1.02 The Commission shall be at liberty to terminate this Agreement, without cause, upon three (3) months written notice. Upon exercising the right of termination, the Commission shall have no liability for any nature whatsoever to the Municipality for any losses or damages suffered or sustained, either directly or indirectly, by the Municipality including without limitation, loss of profit, as a result of the termination of this Agreement

1.03 The Municipality shall be at liberty to terminate this Agreement, without cause, upon written notice to the Commission provided however that such termination shall not become effective until:

- a. the Facilities has been decommissioned and the Lands remediated, restored, and if applicable reclaimed in accordance with all applicable legislative and regulatory requirements in effect at the time of the effective date of the termination, or;
- b. the Municipality assumes all existing and future regulatory responsibilities and liability with respect to the Facilities which shall include the amendment or transfer of any notification submitted under the *Environmental Protection and Enhancement Act* (Alberta), or equivalent legislation, to identify and the Municipality or its designate as the person responsible for the Facilities

and the Municipality has indemnified the Commission, in a form and on terms and conditions satisfactory to the Commission, with respect to any claims arising as a result of the existence or operation of the Facilities on the Lands.

1.04 The Commission covenants and agrees to pay to the Municipality in lawful money of Canada a basic annual lease payment in the sum of ONE (\$1.00) DOLLAR per year payable in advance on the first day of each year of the term of the Lease.

ARTICLE 2
COVENANTS OF THE COMMISSION

THE COMMISSION COVENANTS AND AGREES WITH THE MUNICIPALITY AS FOLLOWS:

- 2.01 To use the Lands only and solely for the purpose of the operation and maintenance of the Facilities located on the Lands. For the purpose of this Lease, "Facilities" shall have the meaning set out in the Facilities Operating Agreement between the Municipality and the Commission dated April 15, 2020.
- 2.02 To pay and discharge any and all taxes, charges, rates, duties, license fees or assessments levied in respect of the operations of the Commission on the Lands, or in respect of the occupancy of the Lands by the Commission. Notwithstanding the foregoing, the parties agree that all and every cost, expense, rate, tax or charge in any way related to the Lands will be borne by the Municipality.
- 2.03 To permit the Municipality or its agents, with or without workmen or others, at all reasonable times during the term hereof and upon no less than FORTY EIGHT (48) hours' notice to the Commission, to enter the Lands for the purpose of viewing and inspecting the condition thereof.
- 2.04 Except as specifically provided for in this Article, the Commission will not assign, sublet or license this lease or the Lands or any part thereof (other than to a subsidiary or other affiliate of the Commission) without first obtaining the consent of the Municipality.
- 2.05 The Commission may take all steps necessary to maintain the Facilities upon the Lands and the Commission may make such modifications or alterations to the Facilities or Lands as is required for the operation of the Facilities. No other developments may be constructed by the Commission without the Municipality's prior written consent, which said consent the Municipality covenants not to unreasonably withhold.
- 2.06 The Commission shall not cause, permit or suffer any caveat, builder's lien, or other encumbrance to be maintained against the Municipality's title to the Lands without the prior written consent of the Municipality, except this Lease or a caveat or other registration based thereon.
- 2.07 The Commission shall indemnify the Municipality against all claims by any person, firm or corporation arising as a result of the negligence or deliberate wrongdoing of the Commission or its employees, servants or agents and against all expenses and liabilities incurred in any claim or action brought thereon.

2.08 Commission's Insurance Coverage

Without in any way limiting the liability of the Commission under this Agreement, the Commission shall obtain and maintain in force during the Term the following insurance, all satisfactory to the Municipality, acting reasonably;

- a. a comprehensive general liability insurance policy providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. contractual liability including this Agreement;
 - iii. broad form property damage endorsement; and
 - iv. sudden and accidental environmental liability.

ARTICLE 3 **COVENANTS OF THE MUNICIPALITY**

THE MUNICIPALITY COVENANTS AND AGREES WITH THE COMMISSION AS FOLLOWS:

- 3.01 That for so long as this Lease is in effect the Municipality warrants that the Commission shall have and shall continue to be entitled to continuous and uninterrupted peaceful, exclusive and quiet possession of and access to the Lands for the term hereby granted and any renewals thereof.
- 3.02 The Municipality further agrees that the Commission may make such modification or alterations to the Lands as are required for the maintenance and operation of the Facilities. No other developments may be constructed by the Commission without the Municipality's prior written consent, which said consent the Municipality covenants not to unreasonably withhold.
- 3.03 The Municipality shall indemnify the Commission against all claims by any person, firm or corporation arising as a result of the negligence or deliberate wrongdoing of the Municipality or its employees, servants or agents and against all expenses and liabilities incurred in any claim or action brought thereon.
- 3.04 **Municipality's Insurance Coverage**

Without in any way limiting the liability of the Municipality under this Agreement, the Municipality shall obtain and maintain in force during the Term the following insurance, all satisfactory to the Commission, acting reasonably;

- b. a comprehensive general liability insurance policy providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
- i. non-owned automobiles;
 - ii. contractual liability including this Agreement;
 - iii. broad form property damage endorsement; and
 - iv. sudden and accidental environmental liability.

ARTICLE 4

OTHER COVENANTS

- 4.01 The Municipality shall insure the Lands and Facilities against fire and all other extended coverage perils (including lightning, explosion and vandalism) for the full replacement value thereof and shall maintain such insurance throughout the term of this Lease and any renewal hereof.
- 4.02 If and whenever the Municipality shall default in performing or observing any of its covenants or obligations under this Lease, and the Commission shall have given the Municipality notice of such default, and at the expiration of THIRTY (30) DAYS after the giving of such notice, the default shall continue to exist (or, in the case of a default which cannot with due diligence be cured within the period of THIRTY (30) DAYS, the Municipality shall have failed to proceed promptly after the giving of such notice to begin to cure the same or shall hereafter have failed to carry out the curing of the default with diligence) then the Commission may, at its exclusive option, and without notice, forthwith terminate this Lease, anything contained herein or any statute or law to the contrary notwithstanding, or alternatively, withhold any reasonable portion of rentals until such time as the default has been cured.
- 4.03 On the expiration or earlier termination of this Lease, the Commission may remove all building and structures placed by or constructed by the Commission upon the Lands at the Commission's expense during the term of this Lease. The Commission shall repair any damage to the Lands caused by such removal. Any such buildings and structures not removed by the Commission within THREE (3) months of the expiry or termination of the Lease become the sole property of the Municipality and the Commission's right to remove the same is then at an end. Notwithstanding the foregoing, the parties acknowledge and agree that any buildings and structures placed by or constructed upon the Lands prior to the commencement of this Lease, as set out in Schedule "A" of this Agreement, are the sole property of the Municipality, and the Municipality shall be entitled to retain such buildings and structures following the expiry or termination of this Lease.

ARTICLE 5

ACKNOWLEDGMENTS OF TENANT

- 5.01 The Commission acknowledges that the Municipality and the Municipality's agents have not made, does not make, and shall not be required to provide any warranty or representation with respect either to the condition of the Lands (environmental or otherwise) or the contents of any environmental assessment, or as to the thoroughness or accuracy of the site investigations and other analyses conducted in the preparation of any environmental assessment.

ARTICLE 6 NOTICES

- 6.01 Notices shall be in writing and shall either be delivered personally, sent by prepaid registered mail or sent by fax or e-mail to the addresses set out in Section 6.02. Any notice given by fax or e-mail delivery shall be deemed to be given at the commencement of the next business day. Any notice sent by mail shall be deemed to have been received by the fifth business day following the date of mailing. In the event of a disruption in postal service, notice must be personally delivered or sent by fax. Either party may change its address for notice and shall immediately advise the other in writing of the new address.
- 6.02 Addresses for Notice
- a. The address for service of notice to the Municipality is:

[Smoky Lake County]
[PO. 310 Smoky Lake, Alberta]
[T0A 3C0]
[Dave Franchuk]
[780 650-1800]
[780 656-3768]
[dfranchuk@smokylakecounty.ab.ca]

b. The address for service of notice to the Commission is:

Evergreen Regional Waste Management Services Commission
[PO Box 3 Lafond, Alberta]
[Canada T0A 2G0]
[Paul Poulin]
[780 646-6125]
[cell 780 210-5001]
[evergreenwaste@mcsnet.ca]

ARTICLE 7

GENERAL

- 7.01 No waiver by one party of a breach of any of the obligations, agreements or covenants by the other party shall be a waiver of any subsequent breach of any other obligation, agreement or covenant, nor shall any forbearance by the one party to seek a remedy for any breach by the other party be a waiver by the first party of its rights and remedies with respect to such or any subsequent breach.
- 7.02 The terms of this Agreement may be amended only by the written consent of both parties to this Agreement.
- 7.03 If at the expiration of the original term or any renewal term (if exercised or taken hereunder) of this Lease, the Commission shall hold over for any reason, the tenancy of the Commission thereafter shall be from month-to-month only, and shall be subject to all terms and conditions of this Lease, except as to duration, in the absence of a written agreement to the contrary.
- 7.04 The word "Municipality" wherever it occurs herein shall mean and extend to and include the Municipality, its successors and permitted assigns; and the word "Commission" shall mean and extend to and include the Commission, its successors and permitted assigns.
- 7.05 The captions and headings in the Lease are for convenience of reference only, and shall not affect the interpretation of any provision or its scope or intent
- 7.06 This Agreement is governed by the laws of Alberta and each party attorns to the jurisdiction of the courts of the Province of Alberta.

ARTICLE 8

ACCEPTANCE OF LEASE

- 8.01 The Commission hereby accepts this lease of the above described premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

ARTICLE 9
RIGHT OF RENEWAL

- 9.01 Provided that the Commission has abided by the terms and conditions of the Lease, including timely payment of lease costs asset out herein, the Municipality does hereby grant to the Commission an irrevocable right to renew this Lease for a term of TEN (10) YEARS, after the expiry of the initial agreement, on the same terms and conditions as are contained in this Lease including the rate of lease payment and the option to renew for a further term of TEN (10) years. If that second option to renew is exercised, it shall be on the same terms and conditions in this Lease except the option to renew.
- 9.02 This option to renew this Lease shall be exercised by written notice to the Municipality and given not later than THREE (3) MONTHS before the expiration of the term then in effect.

IN WITNESS WHEREOF the parties have executed this Agreement under seal this 15
15 day of April, 2020.

[Smoky Lake County]

Per: _____

Per: _____

**EVERGREEN REGIONAL
WASTEMANAGEMENT SERVICES
COMMISSION**

Per: _____

Per: _____

SCHEDULE "A"
EXISTING IMPROVEMENTS

2230536.docx

FACILITIES OPERATING AGREEMENT

THIS AGREEMENT entered into this 15 day of April, 2020.

BETWEEN:

[Smoky Lake County]

(the "OPERATOR")

AND

EVERGREEN REGIONAL WASTE MANAGEMENT SERVICES COMMISSION

(the "COMMISSION")

WHEREAS:

- A. Evergreen Regional Waste Management Commission is a regional services commission established pursuant to Part 16.1 of the *Municipal Government Act* (Alberta) and the Evergreen Regional Waste Management Services Commission Regulation for the purpose of providing solid waste management services;
- B. The Operator is a municipality incorporated pursuant to the *Municipal Government Act* and a member of the Commission;
- C. The Commission leases lands (the "Lands") legally described as:

[Legal description NW-36-59-17-4]

[Legal description NW-35-59-15-4]

[Legal description SE-30-59-13-4]

[Legal description NW-8-60-12-4]

(the "Lands");

upon which certain facilities, as defined herein and set out in Schedule "A" to this Agreement (the "Facilities") are located;

- D. The Commission desires to engage the Operator to operate the Facilities, upon and subject to the further terms and provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES and the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS AND SCHEDULES

1.1 Definitions

Capitalized words used in this Agreement shall have the meanings set forth below:

- a. "Agreement" means this Facilities Operating Agreement between the Commission and the Operator, including all terms, conditions and recitals contained herein and all Schedules attached hereto.
- b. "AEPEA" means the *Alberta Environmental Protection and Enhancement Act* (Alberta) and regulations enacted thereunder as amended or replaced from time to time.
- c. "Approval" means the lawful permission(s) granted to the Commission to operate the Facilities.
- d. "Good Solid Waste Landfill Operating Practices" means the standard of practice attained by exercising that degree of knowledge, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and which is expected to accomplish the desired result consistent with governing laws and regulations, reliability, safety of the public, safety of personnel and expediency, but is not restricted to the optimum practice or course of action to the exclusion of all others but rather to the spectrum of reasonable practices, methods or acts;
- e. "Initial Term" has the meaning given to it in section 5.1.
- f. "Operations" means those operations more particularly identified in the Operations Manual.
- g. "Operations Manual" means the operations manual prepared for the Commission, as amended from time to time by the Commission acting reasonably after consultation with the Operator, the most recent version of which is attached hereto as Schedule "B".
- h. "Permits" means all permits and authorizations that are or may be required to operate the Facilities.
- i. "Facilities" means facilities used to gather, collect, hold, store, remove or transfer Waste and includes any system used to move waste from one area to another so that it can be disposed of or temporarily moving and storing Waste until it is eventually disposed of. For further certainty, Facilities includes those waste transfer and landfill

(if any) facilities described and referred to in the Operations Manual attached hereto as Schedule "B".

- j. "Waste" means any solid or liquid material or product or combination of them that is intended to be treated or disposed of or that is intended to be stored and then treated or disposing of including refuse, garbage and includes anything that is useless, unwanted or discarded materials which results from society's normal activities and which may be of a household, domestic, agricultural, commercial or industrial nature, excluding sewage and non-household hazardous waste.

1.2 Schedules

The following Schedules are attached hereto and incorporated into this Agreement.

Schedule "A" – Lands and Facilities

Schedule "B" – Operations Manual

ARTICLE 2 OPERATIONS

2.1 Engagement of Operator

The Commission hereby engages the Operator to operate, and the Operator agrees to operate the Facilities for and on behalf of the Commission, upon and subject to the terms and provisions of this Agreement. The Facilities will be located on the Lands. Unless otherwise agreed in writing between the parties, the Commission shall not have any rights of ownership in the Lands.

2.2 Scope of Operations

The scope of Operations to be conducted by the Operator as contract operator of the Facilities are generally described in the Operations Manual. Notwithstanding the foregoing, in carrying out Operations hereunder, the Operator shall be responsible for conducting all operations necessary to operate the Facilities at the standards set out herein, whether or not such operations are described in the Operations Manual, other than those operations or activities which the Commission has expressly agreed to be responsible for pursuant to this Agreement. Any standards which apply to the Operation of the Facilities must be reasonable. Any change in such standards made by the Commission after this Agreement is executed shall only come into effect after notification to the Operator.

2.3 Conduct of Operations

- a. Subject to Section 2.4, Operator shall conduct the Operations in accordance with Good Solid Waste Operating Practices, in compliance with governing laws and regulations, including applicable Approvals and Permits and, to the extent not inconsistent with the foregoing, in accordance with the policies and procedures set forth in the Operations Manual, as amended from time to time.
- b. In performing or causing the performance of its obligations under this Agreement the Operator:
 - i. subject to Section 2.6 herein, shall not be entitled to use sub-contractors in the performance of the Operations without the prior written approval of the Commission which approval may be withheld by the Commission in its sole discretion;
 - ii. shall employ the quantity and quality of personnel necessary for the effective and efficient performance of Operations;
 - iii. shall at all times be responsible for its employees; and
 - iv. shall ensure that its employees are trained, competent and certified in performing the Operations and shall use reasonable care in performance of the Operations.

2.4 Modifications to the Operations Manual

The Operator recognizes that the Operations Manual will be subject to review by the Commission and that changes or modifications to the Operations Manual may be made by the Commission, in its full discretion. The Commission will give notice to the Operator of any changes or modifications to the Operations Manual within THIRTY (30) DAYS from the date the change or modification was approved by the Commission and the Operator will carry out the Operations in accordance with the modified Operations Manual.

2.5 Permits and Governmental Reporting Obligations

The Commission shall be responsible for obtaining and maintaining all necessary Approvals and Permits associated with the Facilities and for complying with all necessary regulatory reporting requirements imposed by the Approvals and Permits and governing laws including but not limited to the AEPEA. Nothing from the foregoing relieves the Operator of its obligation to conduct the Operations in accordance with the requirements of this Agreement including those set out in Section 2.3 of this Agreement.

2.6 Subcontractors

- a. Notwithstanding Section 2.3(b)(1) of this Agreement the Operator may use sub-contractors to provide materials and services which are not operational and in nature and which relate solely to routine and ordinary maintenance of the Lands or Facilities, including: the supply and placement of gravel and similar materials, road maintenance, fence repair, and repairs to and maintenance of attendant structures. In addition to the foregoing, the Operator may use sub-contractors when responding to releases of substances in which case the Operator shall at its sole cost and expense retain such sub-contractors and take such steps as are required to respond to the release of the substance and remediate the area of the release in accordance with all applicable legislative, regulatory and operational requirements.
- b. The Operator may only use sub-contractors for services related to the transfer of materials from the Lands (including metals, electronic waste, oil, tires, propane bottles, household hazardous waste, pesticide and herbicide containers, cardboard, batteries, florescent tubes and Freon) and monitoring the wells located in the proximity of the Facilities if the services are provided by the Commission or its designated sub-contractor. If refunds, commissions or fees are paid to the Commission as a result of services provided to the Operator by the Commission's designated sub-contractor, the refunds, commissions or fees in question shall be distributed to the Operator and any other municipality that is a member of the Commission and received such services based on the municipality's on a proportionate basis as determined by the Commission in its sole discretion from time to time.

2.7 Operator's Employees

The Operator acknowledges that with respect to its employees, that it is responsible for all aspects arising out of the employer-employee relations between it, and each such employee, including, without limitation, the provision of supervision, responsibility for hiring, dismissal, discipline, direction and control, the payment of salary, the withholding and remittance of taxes, pension plan contributions, unemployment insurance, health care, worker's compensation and any other premiums and amounts generally payable by an employer in respect of an employee.

2.8 Alterations to Facilities

The Operator may at its sole cost and expense take all steps necessary to maintain and operate the Facilities upon the Lands make such modifications or alterations to the Lands as are required for the maintenance and operation of the Facilities. The Operator shall not alter or remove any building, equipment, fixture, improvement or structure which has been funded or placed on the Lands by the Commission without written permission from the Commission.

ARTICLE 3
OPERATOR EXPENSES, FEES AND GST

3.1 Operator Expenses

The Commission may, in its sole discretion, from time to time agree to pay certain expenses of the Operator, under this Agreement. The Commission shall only be responsible for the payment of those expenses of the Operator which the Commission has approved in writing. Unless otherwise agreed in writing any monies collected at the Facilities are to be retained by the Operator of the Facilities.

3.2 Interest Payable on Outstanding Amounts

All fees and other expenses payable by a party pursuant to this Agreement shall be invoiced by the party owed such fees or expenses, and such fees or other expenses come due as of the invoice date and shall be paid within THIRTY (30) DAYS of such date. All fees and other expenses which are not paid when due shall be subject to interest at the (bank) prime rate for commercial loans plus ONE (1%) PERCENT calculated from the date such fees or other expenses become due, to the date such fees or other expenses are paid.

3.3 GST

All amounts paid by the Commission to the Operator shall be subject to goods and services taxes, sales taxes, value added taxes, and other taxes imposed on the Operator with respect to the provision of services invoiced under this Agreement.

ARTICLE 4
INSPECTION & INFORMATION

4.1 Access and Inspection of the Facilities

The Commission retains all rights with respect to the Facilities not expressly granted to the Operator. For greater certainty, but not to restrict the generality of the foregoing, the Commission shall have the right for its representatives to have unimpeded access to the Facilities at any time and the Commission has the right to inspect the Operator's operation of the Facilities for any purpose, including the Operator's compliance with this Agreement.

4.2 Duty to Provide Information

When requested to do so, each party shall use reasonable efforts to provide the other with information in sufficient quantity and quality so to facilitate discharge of their respective duties and functions under this Agreement.

4.3 Monthly Site Operations Report

The Operator will prepare and maintain in its records monthly site operations reports in a form and with contents satisfactory to the Commission, which shall at a minimum include a list of recyclables and inventory for the Facilities. The Operator will provide its monthly site operation reports, and any other information that the Commission may request in relation to said reports, as requested by the Commission from time to time.

4.4 Annual Compliance Audit

Without limiting the generality of any other provision of this Agreement, in every year that the Agreement exists between the parties, the Commission shall complete an Annual Compliance Audit of the Facilities on a date to be determined in the full discretion of the Commission. The Operator will answer any inquiries and will provide any information requested by the Commission which is required to complete the Annual Compliance Audit.

4.5 Maintenance of Records

The Operator shall maintain accurate records of operating and technical information for a period of seven (7) years relating to the matters contemplated under the Agreement in such a manner that any data required to verify any payment obligations or operating information shall be available to the Commission for the purposes of conducting an audit pursuant to section 4.6.

4.6 Right to Audit Books and Records

The Commission shall have the right, on reasonable written notice to the Operator, not more than once a year, at its sole expense, during the normal business hours, during the term of this Agreement and for a period of TWO (2) YEARS following termination of this Agreement, to have access to and inspect the books and records of the Operator to audit any amounts invoiced by the Operator to the Commission under this Agreement. If, as a result of such audit, monies are found to be owing by one party to the other party, the party owing such amounts shall promptly pay such amounts to other party.

ARTICLE 5 TERM AND TERMINATION

5.1 Initial Term and Renewal Terms

Subject to earlier termination, as provided herein, this Agreement shall commence on the Effective Date and shall continue for a period of TEN (10) YEARS (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for TWO (2) successive TEN (10) year terms (each one a "Renewal Term") unless, not less than THREE (3) MONTHS prior to the expiry of the Initial or Renewal Term, either party gives notice to the other party of its intent to terminate this agreement.

5.2 Early Termination

This Agreement may be terminated prior to the expiry of the Initial Term or the Renewal Term without penalty or payment:

- a. by the Commission, without cause, on providing THREE (3) MONTHS written notice of its intent to terminate this Agreement;
- b. by the Operator, without cause, on providing ONE (1) YEAR written notice of its intent to terminate this Agreement which notice period may be waived or shortened by the Commission in its sole discretion;
- c. by either party:
 - i. if the Defaulting party is in breach of any of its obligations under this Agreement, which breach is not cured within TEN (10) DAYS after delivery of written notice by the non-defaulting party to the Defaulting party, specifying such breach; provided that, if the breach is such that TEN (10) DAYS is not sufficient to rectify the breach, this Agreement may not be terminated by the non-defaulting party if the Defaulting party is then diligently rectifying such breach, and continues to do so until the default is cured;
 - ii. if either party takes the benefit of or become subject to bankruptcy or insolvency legislation, or if a receiver, receiver-manager, trustee or other official shall take control of any of such party's business or assets, or upon the dissolution of either party pursuant to the provision of the *Municipal Government Act* (Alberta) or other relevant legislation than either party may, in its sole discretion, upon written notice, terminate this Agreement forthwith.

5.3 Post Termination Obligations

Upon notice of termination of this Agreement being given pursuant to section 5.2, the parties shall meet to discuss a plan for the orderly and efficient transition of operatorship of the Facilities back to the Commission or to any person designated by the Commission. Each party shall use all reasonable commercial efforts to effect the termination of this Agreement in an orderly and efficient manner. Upon termination, all fees which have accrued or which are due and owing by a party to the other party shall immediately become due and payable.

5.4 Return of Facilities

At the termination of this Agreement the Operator shall relinquish and surrender, in good condition, any improvements, structures, or buildings caused to be made to or at the Facilities by the Operator, the Commission, or others.

ARTICLE 6 INSURANCE

6.1 Operator's Insurance Coverage

Without in any way limiting the liability of the Operator under this Agreement, the Operator shall obtain and maintain in force during the Term the following insurance, all satisfactory to the Commission, acting reasonably;

- a. standard automobile, bodily injury and property damage insurance providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property;
- b. a comprehensive general liability insurance policy providing coverage of at least Five Million (\$5,000,000.00) Dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - i. non-owned automobiles;
 - ii. contractual liability including this Agreement;
 - iii. broad form property damage endorsement; and
 - iv. **sudden and accidental** environmental liability.
- c. Workers' Compensation coverage for all employees engaged by the Operator in accordance with the laws of the Province of Alberta;

- d. **In cases where Workers' Compensation coverage is unavailable** employer's liability insurance respecting employees of the Operator with limits of liability of not less than Five Million (\$5,000,000.00) Dollars per employee for each accident, accidental injury or death of an employee engaged by the Operator; and
- e. such other insurance as the Commission may from time to time reasonably require.

6.2 Insurance Certificate

- a. The Operator shall upon request provide to the Commission evidence of renewal of the insurance policies required in section 6.1 within thirty (30) days following the date upon which the applicable policy must be renewed which insurance policy shall name the Commission as an additional **named** insured and not be capable of cancellation or substantial modifications without a minimum of THIRTY (30) DAYS prior written notice to the Commission.
- b. Upon a request by the Commission, the Operator shall provide to the Commission certificates of insurance evidencing compliance with section 6.1 of this Agreement and such certificates shall be provided within FIVE (5) DAYS from the date that the request is made; and the Operator shall deliver to the Commission, with in FIVE (5) DAYS upon request, its certificate number from the appropriate Worker's Compensation Board or Commission, showing the Operator has registered and is in good standing with such Board or Commission.

6.3 Notice of Claim

The Operator shall notify the Commission of any claim or potential claim of which it becomes aware against the Operator's insurance policies. The Commission shall notify the operator of any claim or potential claim which it becomes aware which arises from the Operator operating the Facilities or from the Commission overseeing the operation of the Facilities.

ARTICLE 7 FORCE MAJEURE

7.1 Meaning of Force Majeure

For the purposes of this Agreement, the term "Force Majeure" means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure.

7.2 Consequences of Force Majeure

Should either party become unable to fulfill its obligations under this Agreement due to an event of Force Majeure, the following shall apply:

- a. the affected party shall notify the other party in writing, of the occurrence of the Force Majeure as soon as practicable;
- b. the affected party shall not be required to fulfill its obligation under this Agreement while the event of Force Majeure continues;
- c. the affected party shall use all reasonable commercial means to reduce the consequences of the event of Force Majeure; and
- d. neither party shall be responsible for, nor liable to the other party for, any loss or damage which the other may suffer or incur as a result of the inability of the Affected party to perform its obligations under this Agreement due to an event of Force Majeure.

ARTICLE 8 LIABILITY AND INDEMNITY

- 8.1 Neither party shall have liability of any nature whatsoever to the other party for any losses or damages suffered or sustained, either directly or indirectly, by the other party including without limitation, loss of profit, as a result of the termination of this Agreement, whether the termination was with or without cause.
- 8.2 The Operator shall be liable to and shall indemnify and hold harmless the Commission, its employees and agents, from any demands, losses, costs, damages, actions, claims, proceedings, penalties and expenses, including legal costs on a full indemnity solicitor and own client basis, whatsoever that may arise, directly, or indirectly, out of any act or omission of the Operator, the Operator's agents, employees, subcontractors or representatives, in the performance of this Agreement.
- 8.3 The Commission shall not be liable for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Operator, its employees, representatives or subcontractors in the performance of this Agreement.

ARTICLE 9 DISPUTE RESOLUTION

9.1 Negotiations

The parties shall first attempt to resolve any dispute relating to this Agreement by good faith negotiations. If, after TWENTY (20) DAYS, it becomes apparent to the parties that the dispute will not be resolved by such negotiations, then either party may request that the dispute be submitted to final and binding arbitration.

9.2 Submission of Dispute to Arbitration

If a dispute is submitted to arbitration pursuant to Section 11.1, such arbitration shall be conducted pursuant to the provisions of the *Arbitration Act* (Alberta), and the following shall apply:

- a. the party desiring arbitration shall nominate one arbitrator and shall notify the other party in writing of the nomination. The notice shall set forth a brief description of the matter submitted for arbitration. The other party shall, within TEN (10) DAYS after receiving such notice, nominate an arbitrator and the two arbitrators shall select a chairman of the arbitration tribunal to act jointly with them. The parties will act reasonably and in good faith to select arbitrators who are objective and who are suitably qualified by education or professional experience to deal with the matters, which are the subject of the arbitration. If the nominated arbitrators are unable to agree on the selection of a chairman within ten days after the second arbitrator is nominated, the parties or either one of them may apply to the Alberta Court of Queen's Bench to have the chairman appointed;
- b. if the party receiving the notice of the nomination of an arbitrator by the party desiring arbitration fails within ten days to nominate an arbitrator, then the arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he shall think fit and his decision shall, subject to the provisions of this Agreement, be binding upon the parties;
- c. subject to the provisions of this Agreement, the written decision of the arbitrators and chairman, or any of two of them, shall be binding upon the parties both in respect of procedure and the conduct of the parties during the proceedings and final determination of the issues. Any written award or decision of the arbitrators shall not repeat or recite any evidence which is proprietary or confidential to either party;
- d. notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the parties so agree, in which event the provisions of this Section shall apply, *mutatis mutandis*; and
- e. the costs of arbitration shall be borne by the parties as may be specified in the arbitrator's decision.

**ARTICLE 10
NOTICES**

10.1 Notice

Notices shall be in writing and shall be delivered personally or sent by fax or email to the addresses set out in section 11.2. Any notice given by fax or email delivery shall be deemed to be given at the commencement of the next business day. Either party may change its address for notice and shall immediately advise the other in writing of the new address.

10.2 Addresses for Notice

- a. The address for service of notice to the Operator is:

[Smoky Lake County]
[PO. Box 310 Smoky Lake, Alberta]
[T0A 3C0]
[Dave Franchuk]
[780 650-1800]
[780 656-3768]
[dfranchuk@smokylakecounty.ab.ca]

- b. The address for service of notice to the Commission is:

Evergreen Regional Waste Management Services Commission
[PO. Box 3 Lafond, Alberta]
[T0A 2G0]
[Paul Poulin]
[780 646-6125]
[Cell 780 210-5001]
[evergreenwaste@mcsnet.ca]

ARTICLE 11 INTERPRETATION

11.1 Headings

The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and shall not affect or be considered in the construction or interpretation of this Agreement.

11.2 Articles and Sections

References in this Agreement to articles, sections or subsections mean a reference to an article, section or subsection of this Agreement.

11.3 Statutes

A reference in this Agreement to all or any part of any statute shall be deemed to include all regulations, orders and guidelines prescribed or published pursuant to such statute, all as amended from time to time.

11.4 Derivative Terms

Words importing the singular shall include the plural and vice versa and words importing gender shall include all genders. Capitalized words used herein shall be deemed to include all derivatives of such words.

ARTICLE 12 GENERAL

12.1 Relationship of parties

No party shall, by virtue of this Agreement, in any way or for any purpose, be or be deemed to become a partner or agent of the other party in the conduct of any business, or otherwise be or be deemed to become a member of a joint venture or joint enterprise with the other party. Nothing in this Agreement confers on a party any agency or attorney status to act on behalf of or bind the other party. No party shall, by virtue of this Agreement, in any way or for any purpose, incur fiduciary obligations to the other party.

12.1 Confidential Information

Each party shall keep in the strictest of confidence any information or records which is provided to it by the other party. Any such information or records shall not be disclosed to any third party without written consent of the party who provided the information, unless required by law.

12.2 Assignment of Agreement

This agreement shall not be assigned or sub-contracted in whole or in part without the prior written consent of the Commission and such consent remains in the sole discretion of the Commission.

12.3 Waiver

A waiver by a party of a breach of this Agreement shall not operate as a waiver of any future breach, whether of a like or different nature, except to the extent specifically provided in such earlier waiver. No failure on the part of either party to this Agreement to exercise any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or of any other right or remedy in law or in equity or by statute, except as otherwise expressly set out in this Agreement.

12.4 Amendments

Except as otherwise provided herein, this Agreement may only be amended by the mutual consent of the parties, expressed in writing.

12.5 Entire Agreement

This Agreement represents the entire agreement of the parties in relation to the subject matter hereof and supercedes and replaces any and all prior agreements, written or oral, between them.

12.6 Severance

If any provision or provisions of this Agreement, shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired thereby.

12.7 Survival

Any obligations and duties which by their nature extend beyond the lapse, expiry or termination of this Agreement shall survive any lapse, expiry or termination of this Agreement and remain in effect. For greater certainty but not so as to restrict the generality of the foregoing, the confidentiality, warranty and indemnity provisions contained herein shall survive the lapse, expiry or termination of this Agreement.

12.8 Governing Law

This Agreement shall be governed by the local domestic law of the Province of Alberta and each party hereto attorns to the jurisdiction of the courts of the Province of Alberta.

12.9 Further Assurances

The parties agree to do such things, and execute and deliver such agreements, documents and instruments, for no additional consideration, at the request of the other party, as may be necessary to carry out and give full effect to the terms and provisions of this Agreement.

12.10 Enurement

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

IN WITNESS WHEREOF the parties have entered into this Agreement on the date first written above.

**EVERGREEN REGIONAL WASTE
MANAGEMENT SERVICES
COMMISSION**

Per: _____

Per: _____

[Smoky Lake County]

Per: _____

Per: _____

SCHEDULE "A"
Lands and Facilities

SCHEDULE "B"
Operations Manual

2230503.docx



Custom - Environmental Operations

Custom - Environmental Operations

Water

Dave Franchuk

Update provided by Dave Franchuk on Apr 07, 2020 18:00:16

February 18 to April 7, 2020

Routine plant checks and maintenance completed daily.

Feb 18 Update Warspite water Emergency response plan.

Feb 21 Update Warspite water plant procedures.

Feb 25 Had skidsteer clear snow from fire hydrants and backup generator.

Feb 26 Reset flow alarms at Warspite plant.

Feb 27 Read water meters at Warspite.

Mar 2 Review annual water reports and send off to AEP.

Mar 3 Sanded slippery surfaces around all truckfills and water plants.

Mar 4 Collect biannual analytical samples from each potable water location and send off to the lab.

Mar 5 Repair distribution hose at the Bellis potable water truck fill.

Mar 9 Remove modem at Bellis truck fill and reprogram.

Mar 17 Update Warspite safe drinking water plan.

20 Updating water truckfill prepay accounts.

Mar 25 Repairs made to Warspite coin operated water dispenser.

Mar 31 Read Water meters at Warspite

April 7 Complete piping repairs at Bellis raw water truck fill and reset Warspite truck fill modem.

Action 5.3.3 On Track

Waste Water

Owner: Dave Franchuk

Update provided by Dave Franchuk on Apr 07, 2020 17:59:24

February 18 to April 7, 2020

Daily checks and maintenance to lift station.

Feb 21 Reinstall sewage lift HMI after repairs complete.

Mar 3 Replace all burn out lights at Warspite lift station.

Mar 18 Replace hot surface ignition at the Warspite lift station and maintenance on dehumidifier.

Custom - Environmental Operations

Waste Management

: Dave Franchuk

Update provided by Dave Franchuk on Apr 07, 2020 18:24:48

Feb 18 to April 7, 2020

All sites are operating on winter hours where routine maintenance is carried out.

Feb 19 Clean and repair furnace at Spedden Landfill.

Feb 25 and 26 Skidsteer removing snow as required.

Mar 2 Research on Rain and compost barrels, upon request.

Mar 3 Sanding all slippery surfaces at bin sites and transfer stations.

Mar 11 Repair Bellis fence. Move electronics to Seacan.

Mar 27 Repair gate at Spedden landfill and move electronics to Seacan.

Apr 3 Move florescent tube from Waskatenau to Smoky lake landfill.

Action 5.3.5 On Track

Regional Water

: Dave Franchuk

Custom - Environmental Operations

February 18 to April 7, 2020

- Feb 18 Meet with electrical and gas inspectors for Warspite booster station.
 - Feb 20 Open up final section of new waterline.
 - Feb 24 repairs to chemical suction line on pump at Egremont as well as mono and free testing.
 - Feb 25 Remove snow with skidsteer around CAV vault west of Warspite.
 - Feb 28 Collecting data and search SCADA regarding water loss within the Village of Vilna.
 - Mar 2 Pre construction meeting for Whitefish Lake Reservoir project. Submit operators time and mileage.
 - Mar 5 Edwand booster station pump removal and inspection.
 - Mar 6 Testing alarms for Warspite booster station.
 - Mar 10 Meet with Village of Vilna regarding their water loss issue.
 - Mar 11 Hydro vac lines at Edwand booster station.
 - Mar 13 Inspecting Pressure sustaining valves at Edwand booster station.
 - Mar 17 Camera lines at Edwand booster station and hydro vac.
 - Mar 18 Reinstalling pumps at Edwand booster station.
 - Mar 24 Skype meeting with AE and PCL regarding WhiteFish Lake reservoir.
 - Mar 25-30 Working on Regional Crossing agreements regarding fibre optics contractor.
 - Mar 31 Going through SCADA give notice of possible underground leak on new portion of line. Isolate leak by shutting down portion of twinned line.
 - Apr 1 Pinpoint where leak was and review arrangements for repairs.
 - April 6 Line had been repaired. Skype meeting with AE regarding dirt work at WhiteFish reservoir project and repairs to CAV west of Warspite.
- During this reporting period we only had 3 line locates.

Action 5.3.6 On Track

Administrative

Owner: Dave Franchuk

Custom - Environmental Operations

February 18 to April 7, 2020

- Feb 18-19 Work on Environmental Operations utility agenda.
- Feb 24 Utility Meeting
- Feb 25-26 Complete items on Action list and book rooms and enroll councillors to SWANA symposium.
- Mar 2 Submit operators time and on call.
- Mar 5 Departmental Meeting.
- Mar 6 Update Work plan.
- Mar 10 Meet with Gene Earla and Leo regarding water leak in Vilna.
- Mar 16 Meeting regarding next steps regarding Covid 19 and notify EO staff of outcome. Have laptop updated.
- Mar 17 Updating Emergency response plan for Safe drinking water for AEP.
- Mar 19 Work on info regarding insurance claim.
- Mar 24 Skype meeting with AE and PCL.
- Mar 6-7 Work on Environmental Operations utility agenda.

Action 5.3.7 On Track

Training

Owner: Dave Franchuk

Update provided by Dave Franchuk on Apr 07, 2020 19:33:42

February 18 to April 7, 2020

On March 9-13 Terry attended the AWWOA conference.

Action 5.3.9  Status Pending

Council Member Inquiry

Owner: Dave Franchuk

5.2

**EVERGREEN REGIONAL WASTE
MANAGEMENT SERVICES COMMISSION MEETING**

Thursday, March 19, 2020

County of St. Paul

10:00 a.m.

AGENDA

1. Call to Order
 - a. Additions to the Agenda
2. Minutes of February 9, 2020 Regular Meeting
3. Audited Financial Statements 2019: Barb McCarthy JMD Group
4. Business Arising from Minutes
 - a. AB Care Conference- Westlock
 - b. CNRL for Leachate Disposal
 - c. Game Fence- Estimate for new inert cell
 - d. Sea Can- Storage for office
 - e. Lease/ Operating Agreements- Smoky Lake County
 - f.
5. Closed Meeting Session
6. Treasurer's Report
7. New Business
 - a. Regional Site Report
 - b. New seasonal hire
 - c. Possession and Acquisition Certificate
 - d. Spring Cleanup 2020
 - e. Cardboard Recycling
 - f. Daily Cover
 - g. Landfill Firefighting Course
 - h. Eco Mister Evaporator
 - i. CHEM LOC storage sheds
 - j. Business Mixer- Tribal Chiefs
 - k. Energy from Waste Association
 - l.
8. Other Business/Correspondence
 - a. AB Care Conference- Fall
 - b. SWANA Canadian Symposium
 - c. Corona Virus
 - d.
9. Next Meeting
10. Adjournment

**EVERGREEN REGIONAL WASTE
MANAGEMENT SERVICES COMMISSION**

**Minutes of Regular Meeting
County of St. Paul Office
Thursday, February 6, 2020**

Members Present:

**Steve Upham- Chairman, Nathan Taylor, Randy Orichowski, Richard Warren
Debra McQuinn, Dan Kotylak, Donald Romanko**

Members Absent:

Leo Chapdelaine

Alternates Present:

**Ron Boisvert, Maxine Fodness, Dan Gawalko, Terri Hampson,
Hank Holowaychuk**

**Paul Poulin- Manager Evergreen Landfill
Ashley Cozzens- Recording Secretary
Tim Mahdiuk- County of St. Paul
Kim Heyman- Town of St. Paul**

1. CALL TO ORDER

Steve Upham called the meeting to order at 10:03 a.m.

a. Additions to Agenda

Change Closed Meeting Session from 4. to 3.
Change Business Arising From Minutes to 4.
Add 6.c. FOIP Training

Dan Kotylak made a motion to accept the agenda as with the change and addition.

CARRIED

2. MINUTES OF JANUARY 9, 2020 REGULAR MEETING

Nathan Taylor made a motion to adopt the minutes of the January 9, 2020 Regular Meeting as presented.

CARRIED

3. CLOSED MEETING SESSION

Donald Romanko made a motion to go into closed meeting session for legal at 10:05 a.m.

CARRIED

Kim Heyman entered the meeting at 10:45 a.m.

Debra McQuinn made a motion to return to the regular meeting at 10:45 a.m.

CARRIED

Randy Orichowski made a motion that the Evergreen Regional Waste Management Services Commission's Chairman and Manger act on behalf of the Evergreen Regional Waste Management Services Commission in the upcoming mediation process.

CARRIED

4. BUSINESS ARISING FROM MINUTES

a. Leachate Hauling Contract

Steve Upham opened the five sealed bids:

1. Prairie Tech
2. Shamrock Valley
3. Tercan Oil & Gasfield
4. E-Can
5. Queva Holdings

Nathan Taylor made a motion that Evergreen Regional Waste Management Services Commission accepts the leachate hauling bid from E- Can Oilfield Services at a rate of \$15.25 per cubic meter (May 1- October 31); \$14.00 per cubic meter (November 1 to April 30); and a waiting time of over fifteen minutes at a rate of \$123 per hour.

CARRIED

b. Cardboard Shredding

We have been putting cardboard through our bale shredder; the results are we are able to use this as daily cover. We would like to bring in cardboard bales that are tied with twine rather than wire to see how the shredder would process it. This can be an avenue for the cardboard that doesn't have a market at the moment.

Dan Kotylak made a motion to go into closed meeting session for legal at 11:13 a.m.

CARRIED

Nathan Taylor made a motion to return to the regular meeting at 11:17 a.m.

CARRIED

5. TREASURER'S REPORT

Ashley Cozzens presented the Treasurer's Report to January 31, 2020.

Debra McQuinn made a motion to accept the treasurer's report as presented.

CARRIED

6. NEW BUSINESS

a. Regional Site Report

Paul Poulin presented the regional site report:

- Will need to look into storage options at the scale house. Will look into sea cans.
- Overall the site looks good. There is fugitive waste that will be collected as the snow melts.
- Equipment running well and is well maintained.
- We didn't staff the transfer station yet. In the spring we would like to hire a seasonal employee.
- Annual reports have been compiled.

Donald Romanko made a motion to accept the Regional Site Report as information.

CARRIED

b. Nathan Taylor- Waste Collection- Town of St. Paul

Discussion on having private haulers placing bids in the possibility of doing all the collection of waste in the Town of St. Paul and having it hauled to Evergreen.

Richard Warren made a motion to accept Nathan Taylor's report as information.

CARRIED

c. FOIP Training

There are FOIP training workshops being offered by Cenera in Edmonton in either the months of March, May or November. The workshop would give us contacts we need at times and to better understand the FOIP process.

Terri Hampson- there will be FOIP training by Northern Lights Chapter next year if we would be willing to wait.

Dan Kotylak made a motion to table the FOIP training discussion to a future meeting.

CARRIED

7. OTHER BUSINESS/CORRESPONDENCE

No other business/correspondence

8. NEXT MEETING

Randy Orichowski made a motion that next meeting is to be scheduled for Thursday, March 19, 2020 at 10:00 a.m. at the County of St. Paul office.

CARRIED

9. ADJOURNMENT

Steve Upham adjourned the meeting at 11:39 a.m.

Date

Commission Chairman

5.3



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Corporate Communications / Monday, March 23, 2020 / Categories: Events , Agriculture

Rain Barrels and Composters

*Limited quantities available!

Registration is open!

Rain Barrels \$55

Composters \$45

For more information or to place your order, register online at sturgeonservices.ca and click on the program registration button.

Are you a new user? You will be required to set up a new login profile.

If you require assistance please call 780-939-8349.

Order by: April 29, 2020

Pick-up day: May 1, 2020 from 8:00 a.m. to 6 p.m.

Where: Sturgeon County Agriculture Services Shop, 9613-100 Street, Morinville

Payment required at time of order

COVID-19 update

Agriculture Services is here to support your Spring projects! The Sturgeon County Rain Barrel/Composter program is underway and moving ahead.

Covid-19 social distancing procedures will be in place during pick-up times, making sure everyone can stay safe!

For more information please contact 780-939-8349 or agriculture@sturgeoncounty.ca

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Rain Barrels and Composters

ORDER TODAY!



Latest from the Newsroom

Alexander First Nation Road Closure
Friday, April 3, 2020

Media Statement
Wednesday, April 1, 2020

Regular Council Meeting
Wednesday, March 25, 2020

Special Council Meeting
Friday, March 20, 2020



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If you have any questions about the collection and use of this information, please contact:

Sturgeon County Access and Privacy Coordinator
9613 - 100 Street, Morinville, Alberta, T8R 1L9
(780) 939.4321 or foip@sturgeoncounty.ca

7.1



Delegation Request Form

APPLICATION

Thank-you for your interest in becoming a Delegation before County Council.

Personal information on this Application is being collected under the authority of the Freedom of Information & Protection of Privacy Act (FOIP).

Please complete this application form. Please refer to Policy Statement No: 01-49 for Delegation Protocol and Procedures.

Smoky Lake County considers the author's address relevant to Council's consideration of this matter and will disclose this personal information if it is provided to us. However, the author's phone number and email address are not required and should be omitted if the author does not wish this personal information disclosed.

NOTE: By filling out this application form, you are consenting to disclosure of any personal information made evident through your speech or presentation materials and grant permission to the County to publish these materials and agrees to abide by the terms of this Policy.

APPLICANT NAME AND CONTACT INFORMATION:

Last Name: <u>STAHL</u>	First Name: <u>Lillian</u>
Phone Number: <u>(780) 636 3643</u>	E-mail Address:
Mailing Address: <u>106</u> Box <u>Bellis</u> Town <u>Alberta</u> <u>T0A 0J0</u> Postal Code	

Group / Organization / Business / Individual:

Representing a Group / Organization / Business : K. J Roofing
 Attending as a Individual

NAME OF PRESENTERS / ORGANIZATION:

Name	Position Title	Supporting documentation (optional)
1. <u>Lillian Stahl</u>	<u>Secretary / Bookkeeper</u>	<input type="checkbox"/> Handouts at the meeting (please provide copies to the Municipal Clerk or bring 12 copies to the meeting)
2. _____	_____	<input type="checkbox"/> Audio / visual presentation (must be received in pdf or jpg format accompanying the Application Form).
3. _____	_____	
4. _____	_____	

TOPIC AND PURPOSE OF PRESENTATION:

Clearly outline the topic of your presentation: Yes No **Executive Session**

Clearly express the business' need to have access to the landfill during hours and days the landfill is not open

List desired outcome of presentation/recommend to Council:

That all correspondence submitted to Smoky Lake County will form part of the public record and will be published when this matter is before Council.

You do not need to complete this form to ask questions of Council at the "Public Question and Answer Period" scheduled between 11:30 a.m. and noon at each regular Council Meeting. All meetings are open to the Public.

Comments:

APPLICANT NAME: (PLEASE PRINT) <u>Lillian Stahl</u>	SIGNATURE <u>Lillian Stahl</u>	DATE <u>March 5/20</u>
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OFFICE USE ONLY

Applicant Received: March 5, 2020 By: fax

Confirmed by: Jenna Preston Council Meeting Date: April 15, 2020

Kurt & Lillian Stahl Delegation

March 26, 2020

Delegation: **Kurt & Lillian Stahl, K. J. Roofing**

Points we would like to bring forward

- Our business has to deal with people's schedules and weather conditions. We have to "make hay when the sun is shining". We work early and come home late. There are times we can't leave a roof open and we have to complete that part. We end up working beyond the 9-5 schedule of the dump.
- The only landfills that we can dump shingles at are Smoky Lake and Spedden. The other landfills don't take shingles so that lessens availability to dump shingles. We may have to drive from one end of the county to Smoky or Spedden and that means the dump is usually closed by the time we get there.
- We have an account with the County for Landfill use. We sign the book at the dump and we receive an invoice, we then submit payment on-line.
- The shingles we dump belong to the home owner which is residing in the County. They pay taxes which has a millwright on their taxes for the landfill. Many of these residents are seniors or people on assistance that have no other means of getting those shingles to the dump. This is a service we provide to the residents of the County of Smoky Lake. And many appreciate all the hard work we do for them.
- Any fees we are charged (from the landfill) will end up being passed to the customer and they are usually tax paying county residents.
- We have WCB, Commercial Insurance (\$5,000,000), equipment insurance (\$2,000,000) and Vehicle insurance (\$2,000,000). If the county needs us to sign a waiver to clear the county of any liability issues we can do that. We can produce certificates of WCB, Liability Insurance, and Vehicle insurance upon request.

Kurt & Lillian Stahl Delegation

- We are a small business and we need the support of county residents and a positive response from the County. We need access to the landfill (key). We usually dump on our way home from a job, usually later than 5:00 or we dump early going to the job (before 9:00). We find these as best practises for us and our customers.