

SMOKY LAKE COUNTY

A G E N D A: County Council Meeting for the purpose of a
Utilities Meeting: Environment and Parks
to be held on

Tuesday, April 12, 2022 at 9:00 o'clock A.M.
Virtual through Zoom Platform

Meeting ID: 864 8457 2163 Passcode: 167886

<https://us02web.zoom.us/j/86484572163?pwd=UUdodVZmSW9CYWewV3pJN3NSVjJ6dz09> And with Council physically present in the
County Council Chambers, 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 15, 2022– Utilities Meeting: Environmental Operations Meeting. ©
Recommendation: Motion to Adopt.

3.2 Utilities Meeting: February 15, 2022 Environmental Operations:
Action List. ©
Recommendation: File for Information.

4. Request for Decision:

- 4.1 Propane Cylinder Services Contract. ©
- 4.2 **Policy Statement No. 01M-16-01:** Transfer Station Attendant Job Description. ©
- 4.3 Recycling Council of Alberta October Conference. ©

5. Issues for Information:

- 5.1 Evergreen Regional Waste Management Services Commission Meeting February 17, 2022. ©
- 5.2 Evergreen Regional Waste Management Services Commission Meeting March 17, 2022. ©
Recommendation: File for information.

6. Correspondence:

- 6.1 Paul Poulin – Trained Evergreen Float Staff. ©
Recommendation: For Discussion.

7. Delegation(s)

8. Executive Session:

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

SMOKY LAKE COUNTY

Minutes of the County Council **Environmental Operations Meeting** (Water, Wastewater and Waste Management) held on Tuesday, **February 15, 2022**, at 11:03 A.M. held virtually online through Electronic Communication Technology: Zoom Meeting and in 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>Tuesday, Feb. 15, 2022</u>
1	Dan Gawalko	Present in Chambers
2	Linda Fenerty	Present in Chambers
3	Dominique Cere	Present in Chambers
4	Lorne Halisky	Present in Chambers
5	Jered Serben	Present in Chambers
CAO	Gene Sobolewski	Present in Chambers
Assistant CAO	Lydia Cielin	Virtually Present
Finance Manager	Brenda Adamson	Absent
Env. Oper. Manager	Dave Franchuk	Present in Chambers
Natural Gas Manager	Daniel Moric	Virtually Present
Legislative Svcs/R.S.	Patti Priest	Virtually Present
Communications Tech.	Evonne Zukiwski	Virtually Present
Ag. Fieldman	Carleigh McMullin	Virtually Present
Assist. Ag. Fieldman	Amanda Kihn	Virtually Present
Fire Chief	Soctt Franchuk	Virtually Present
Planning & Dev. Assist.	Kyle Schole	Virtually Present
GIS Officer	Carole Dowhaniuk	Virtually Present

No Members of the Media were present.
One Member of the Public was virtually present.

2. Agenda:

367-22: Fenerty That the Smoky Lake County Council Environmental Operations Meeting Agenda for Tuesday, February 15, 2022, be adopted, as presented.

Carried Unanimously.

3. Minutes:

368-22: Cere That the Minutes of the Smoky Lake County Council Environmental Operations Meeting held on Tuesday, December 14, 2021, be adopted as presented.

Carried.

369-22: Gawalko That the Action List from the Smoky Lake County Council Environmental Operations Meeting held on Tuesday, December 14, 2021, be filed for information.

Carried.

4. Request for Decision:

No Requests for Decisions.

5. Issues for Information:

Environmental Operations: Manager's Report

370-22: Serben That Smoky Lake County's Environmental Operations Manager's report for the period of December 7, 2021, to February 7, 2022, as well as the verbal summary of the department's duties and activities, be accepted for information.

Carried.

Evergreen Regional Waste Management Services Commission – Minutes

371-22: Fenerty That the agenda package received by Smoky Lake County from Evergreen Regional Waste Management Services Commission's Regular Meeting held on January 20, 2022, at the County of St. Paul No. 19's office, be filed for information.

Carried.

Solid Waste Association of North America (SWANA) Canadian Symposium

372-22: Cere That Smoky Lake County Council and relevant administration who can attend – attend the Year-2022 Solid Waste Association of North America (SWANA) Canadian Symposium and Safety Summit at Fairmont Banff Springs Hotel in Banff, Alberta, scheduled for April 4-7, 2022.

Carried.

One member of the public, virtually joined the meeting, time 11:32 a.m.

6. Correspondence:

Cleanfarms - Changes to Pesticide & Fertilizer Container Collection Program

373-22: Cere That Smoky Lake County acknowledge receipt of the email from Shane Hedderson, Cleanfarms Director, Western Canada, dated January 27, 2022, in respect to standardizing the less-than 23L pesticide and fertilizer container collection program across Canada and transitioning small container collections from municipal locations to ag-retail locations by the end of Year-2024; and approve action taken by the Environmental Operations Manager in contacting Cleanfarms directly to cease collection of containers before the end of the transition period and to ensure that alternative recycling opportunities are available for County ratepayers.

Carried.

Alberta Environment and Parks Waterworks Inspection for Warspite

374-22: Fenerty That Smoky Lake County approve action taken by the Environmental Operations Manager in providing information to Alberta Environment and Parks (AEP) to complete an AEP Waterworks Inspection of the Warspite waterworks system, and acknowledge receipt of the AEP Inspection Report, dated January 18, 2022, outlining all health, operational and administrative risks have passed inspection.

Carried.

7. Delegation:

No Delegation.

8. Executive Session:

No Executive Session.

Next Meeting

375-22: Gawalko

That the next Smoky Lake County Council **Environmental Operations Meeting** be scheduled for **Tuesday, April 12, 2022**, at **9:00 a.m.** to be held virtually, through Electronic Communication Technology as per Bylaw 1376-20 **and/or** physically in County Council Chambers.

Carried.

ADJOURNMENT:

376-22: Fenerty

That the Smoky Lake County Council Environmental Operations Meeting of February 15, 2022, be adjourned, time 11:41 a.m..

Carried.

CHAIRPERSON

S E A L

CHIEF ADMINISTRATIVE OFFICER



ENVIRO. OP. MEETING ACTION LIST FEB.15, 2022 AS OF 2022/04/04

4

GOALS

89%

GOAL COMPLETION

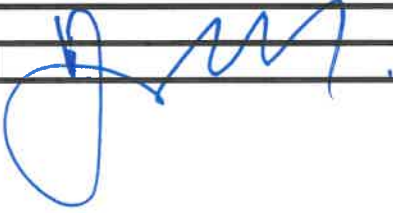
● Draft
 ● Not started
 ● Behind
 ● On Track
 ● Overdue
 ● Complete
 → Direct Alignment
 --- Indirect Alignment

GOAL

Meeting...	Motio...	Goal	Details	Owner	Progress Update	Curr...
		2022 02 15 Environmental Operations				On Track 89.33 /
2022/02/2 2	372-22	→ Solid Waste Association of North America (SWANA) Canadian Symposium	That Smoky Lake County Council and relevant administration who can attend – attend the Year-2022 Solid Waste Association of North America (SWANA) Canadian Symposium and Safety Summit at Fairmont Banff Springs Hotel in Banff, Alberta, scheduled for April 4-7, 2022.	Environmental Operations Manager	Dave Franchuk: Achievements: To date only Councillor Fenerty has shown interest and has been registered and has accommodations booked on March 8, 2022. Challenges: <i>No value</i> Next Steps: <i>No value</i>	Completed 100 /
2022/02/2 2	373-22	→ Cleanfarms - Changes to Pesticide & Fertilizer Container Collection Program	That Smoky Lake County acknowledge receipt of the email from Shane Hedderson, Cleanfarms Director, Western Canada, dated January 27, 2022, in respect to standardizing the less-than 23L pesticide and fertilizer container collection program across Canada and transitioning small container collections from municipal locations to ag-retail locations by the end of Year-2024; and approve action taken by the Environmental Operations Manager in contacting Cleanfarms directly to cease collection of containers before the end of the transition period and to ensure that alternative recycling opportunities are available for County ratepayers.	Environmental Operations Manager	Dave Franchuk: Achievements: We are basically waiting for the delivery of signage and bags required for this program. Challenges: <i>No value</i> Next Steps: <i>No value</i>	On Track 68 /

Meeting...	Motio...	Goal	Details	Owner	Progress Update	Curr...
2022/02/2 2	374-22	↳ Alberta Environment and Parks Waterworks Inspection for Warspite	That Smoky Lake County approve action taken by the Environmental Operations Manager in providing information to Alberta Environment and Parks (AEP) to complete an AEP Waterworks Inspection of the Warspite waterworks system, and acknowledge receipt of the AEP Inspection Report, dated January, 18, 2022, outlining all health, operational and administrative risks have passed inspection.	Environmental Operations Manager	Patti Priest: Achievements: The information has been retained for future reference. Municipal File: 4-31 Challenges: <i>No value</i> Next Steps: <i>No value</i>	Complet 100 /



REQUEST FOR DECISION		DATE	April 12, 2022 4.1
TOPIC	Propane Cylinder Contract		
PROPOSAL	On January 13, 2022 The Environment and Parks Manager had met with Evergreen management and Rapid Gaz to negotiate a possible contract regarding an expired propane cylinder contract. This information was brought to the Evergreen meeting on December 8, 2021 and the board agreed to have each member of Evergreen enter into an agreement with Rapid Gaz. Attached is a drafted service contract for Councils approval.		
CORRELATION TO BUSINESS (STRATEGIC) PLAN			
LEGISLATIVE, BYLAW and/or POLICY IMPLICATIONS		•	
BENEFITS	<ul style="list-style-type: none"> The Smoky Lake County will be paid for the propane cylinders as per contract, and will not have to have staff remove the valves from the bottles. 		
DISADVANTAGES	•		
ALTERNATIVES	<ul style="list-style-type: none"> Have Environment and Parks staff remove valves and discard propane cylinders into recycled metals pile. 		
FINANCE/BUDGET IMPLICATIONS			
Operating Costs:	_____	Capital Costs:	
Budget Available:	_____	Source of Funds:	
Budgeted Costs:	_____	Unbudgeted Costs:	
INTERGOVERNMENTAL INVOLVEMENT/IMPLICATIONS			
COMMUNICATION STRATEGY			
Recommendation			
No. 1 Smoky Lake County Council execute a contract with Rapid Gaz for removal and payment of expired propane cylinders received at the County transfer stations.			
CHIEF ADMINISTRATIVE OFFICER			



Smoky Lake County

Box 310

4612 McDougall Drive

Smoky Lake Alberta, T0A 3C0

Services Contract

PICKUP AND RECYCLING OF REFILLABLE PROPANE
CYLINDERS FROM TRANSFER STATIONS

THIS CONTRACT made the _____ day of _____ 2022

BETWEEN:

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

OF THE FIRST PART

-and-

RAPIDGAS EXCHANGE SERVICES INC.
(hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS the County requires the Contractor to deliver certain Services for the County (hereinafter Referred to as the "Services" as outlined in the Contractor's Partnership Agreement, a copy of which Is attached hereto as Appendix "A"; and

WHEREAS the Contractor is qualified or has in its employment personnel qualified to provide the Services.

NOWHEREFORE, in consideration of the promises, mutual terms, covenants and conditions contained herein, the parties hereto agree as follows:

1. The County hereby retains the Contractor, and the Contractor hereby accepts such retainer to provide the Services, which includes, but not limited to the following, namely.

- 1.1 The Services in general terms, shall consist of the following:
- The pickup and recycling of refillable propane cylinders (100lbs or less)
2. The Services shall begin to the County by the Contractor upon the execution of this Contract by both parties with pricing as per Appendix "A".
 3. In carrying out its obligations hereunder, the Contractor shall be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall comply with the provisions of the *Alberta Occupational Health and Safety Act*, R.S.A 2000, Chapter O-2 and amendments thereto and Regulations and Code thereunder or any successive legislation, and shall at all times ensure that all employees comply with the requirements of the said Act Regulations and Code thereunder. The Contractor shall be the general representative and agent to the County for the purposes of ensuring compliance with safety regulations for its own employees. The Contractor shall bring to the attention of its own employees the provisions of the *Alberta Occupational Health and Safety Act* and Regulations and Code thereunder. The Contractor acknowledges that he is an "employer" as defined in the *Alberta Occupational Health and Safety Act*.
 4. The Contractor shall be responsible for the payment of income tax, Canada Pension, employment insurance and all other required payments, contributions and deductions that arise or may hereafter arise with respect to the Services performed by the Contractor under this Contract.
 5. No Services shall be provided by the Contractor until the Contract has been executed by both parties hereto.
 6. The Contractor shall have complete control of the Services and shall effectively direct and supervise the Services to ensure conformance with the County's requirements.
 7. The Contractor will provide qualified employees to provide the Services required under this Contract. The Contractor will provide a representative for the management and administration of the Services required by this Contract.
 8. In consideration of the proper performance by the Contractor of the Services pursuant to this Contract, and subject to Verification by the County of the Actual Services having been provided by the Contractor, the Contractor shall pay the County the amount set out in Appendix "A".
 9. All amounts payable by the Contractor to the County for Services hereunder shall be exclusive of any Goods and Services Tax ("GST") payable thereon and the Contractor shall, in addition to the amounts payable, pay to the County all amounts of GST applicable thereon.

10. (a) Nothing in this Contract shall be construed as:
 - (i) Constituting either party as the agent, employer, or representative of the other party;
 - (ii) Creating a partnership; or
 - (iii) Imposing upon either party any partnership duty, obligation, or liability to the other party.

- (b) The relationship created by this Contract between the County and the Contractor is that of independent contractor.

11. The Contractor has no authority to assume or create any obligation whatsoever, expressed, or implied, on behalf of or in the name of the County, nor to bind the County in any manner whatsoever.

12. The Contractor shall be responsible for all fees, licenses, permits, fillings, and all other costs incidental to the performance of the Contractor's obligations under this Contract.

13. The County may, at its discretion, agree in advance to reimburse the Contractor for specific expenses to be incurred by the Contractor in the discharge of its obligations hereunder. Such expenses shall only be paid when approved in writing by the County prior to expenditure and thereafter supported by proper receipts, invoices or vouchers submitted to the County within thirty (30) days from the date upon which such expenses are incurred.

14. The Contractor will report on a regular basis, as required by the County, on the Services to be provided pursuant to this Contract. The Contractor will make available such information, including data, reports, and documents, as the County may require from time to time relating to the obligations of the Contractor to allow the County to evaluate the quality and progress of the Services to be provided under this Contract.

15. Supporting the County's request for payment shall be all applicable load sheets, and such other material as the County, acting reasonably, may require

16. Where the County determines that the Contractor is in default of its obligations as set out in this Contract, the County shall, by written Notice of Default, require the Contractor to remedy such default, at the Contractor's sole expense, within forty-eight (48) hours of the delivery of the Notice of Default to the Contractor. The Contractor shall comply with the County's instructions if:

- (a) the Contractor corrects the default within the time specified in the Notice of Default; or
- (b) If the default cannot be corrected within the time specified in the Notice of Default, the Contractor commences the correction of the default within the time specified in the Notice of Default; and
 - (i) the Contractor provides a schedule to correct default acceptable to the County; and
 - (j) the Contractor corrects the default within the time set out on the schedule agreed to by the County.

If the default is not corrected in accordance with this clause to the County's satisfaction, or in the event of urgent circumstances where the giving of a written Notice of Default is impossible, or impracticable, as may be determined by the County in its sole and unfettered discretion, the County may, without prejudice to any other right that the County has pursuant to this Contract, or law;

- (a) terminate the Contractor's right to continue with the provision of the Services of this Contract, in whole or in part; or
 - (b) terminate the Contract forthwith; or
 - (c) correct the default at the Contractor's expense or
 - (d) complete the provision of Services or allow another independent contractor to provide the uncompleted portion of the Services if results are not satisfactory to the County or if the schedule for the performance of the Services is not being met by the Contractor.
- to provide the uncompleted portion of the Services if results are no satisfactory to the County or if the schedule for the performance of the Services is not being met by the Contractor.

The sum of all damages, expenses, fees, costs, including but not limited to solicitor and client legal costs, incurred or suffered by the County as a result of the Contractor's failure to correct the default, or the termination of the Contractor's right to continue with the provision of the Services of this Contract, in whole or in part, or the termination of the Contract forthwith, shall be a debt immediately due and owing by the Contractor to the County. The exercise by the County of the rights pursuant to this clause shall not limit any other remedy the County may have pursuant to this Contract or at law.

17. This Contract may be terminated for convenience by the County at any time by giving forty-eight (48) hours written notice of termination for convenience to the Contractor. The effective date of the termination for convenience shall be set out in the Notice of Termination for Convenience. The Contractor's right to consideration shall be limited to Services committed to and not previously provided for to the effective date as set out in the Notice of Termination for the convenience and consideration set forth in this clause constitutes reasonable, fair, and equitable notice and compensation for damages, if any, which may be suffered by the Contractor because of the termination for convenience of this Contract. In the event this Contract is terminated for convenience, the Contractor shall provide the Services required by this Contract up to and including the effective date set out in the Notice of Termination for Convenience and shall, upon request, provide the County with a written report on the Services rendered to the time of termination for convenience. Except for any such report, the Contractor shall not provide any further Services after the effective date set out in the Notice of Termination for Convenience.
- 18.
19. The Contractor acknowledges that the County is subject to the *Freedom of Information and Protection of Privacy Act*, RSA 2000, Chapter M25. Confidentiality for any records compiled or created under this Contract cannot be ensured by the County. Provisions exist under the Act to allow disclosure of personal or business information where disclosure would not be harmful to business interest or would not be deemed an unreasonable invasion or your personal privacy within the Act. The Contractor also acknowledges that information and record compiled or created under this Contract, which are in the custody of the Contractor, are also subject to the Act. If the County receives a request for information under the Act, which includes information provided by the Contractor, the County will give the Contractor notice of such request and the Contractor will respond to such notice in accordance with the Act. If the Contractor does not respond to the notice from the County, it will proceed to process the request for information in accordance with its procedures as set forth within the Act. If the County's response to a request under the Act is appealed to the Office of the Information and Privacy Commissioner, the Contractor shall be responsible for the burden of proof as to exception from disclosure as defined under the Act.
20. The Contractor shall be responsible for all costs related to confidentiality requirements. As applicable, for County records and information under its care, the Contractor shall bear the burden and associated costs of record management practices required under the Act. As well, the Contractor shall be responsible to provide for the protection of confidential County records and information as required by the Act.
21. Neither the County, nor the County's employees, shall use, copy, disclose or otherwise communicate any information not available to the public that was gained by them during performance of the duties.
22. Neither the Contractor, nor the Contractor's employees, shall use, copy, disclose or otherwise communicate any information not available to the public that was gained by them during the performance of the Services.

23. The County shall furnish to the Contractor such information in its possession reasonably required for the proper performance of the obligations of the Contractor, and shall in every way provide such cooperation as is reasonable for the Contractor to be able to perform the Services pursuant to this Contract in a satisfactory manner.
24. The Contractor hereby represents and warrants to the County, and acknowledges that the County is relying upon such representation and warranty, that the Contractor is in Compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations.
25. Without in any way limiting the liability of the Contractor under this Contract, the Contractor shall obtain and maintain in force, at the Contractors own expense, during the existence of this contract, or any extension thereof, and shall provide evidence of the existence of same to the County if requested prior to commencing any of the Services, the following insurance requirements
 - (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) Independent subcontractors;
 - (iii) Contractual liability including this agreement;
 - (iv) Broad form property damage endorsement; and
 - (v) Products and completed operations coverage.
 - (c) Errors and omissions coverage for professional services liability and limits of not less than FIVE MILLION (5,000,000.00) DOLLARS per occurrence or as such higher limit as the County may determine to be appropriate for future operations;
 - (d) Workers' Compensation coverage for all employees, if applicable, engaged by the Contractor in accordance with the laws of the Province of Alberta; and
 - (e) Such other insurance as the County may from time to time reasonably require, such as errors and omissions.

The Contractor shall ensure that all insurance coverage maintained by the contractor in accordance with this Agreement shall name the County and any other party designated by the County as an additional insured contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer provided no less than thirty (30) days' written notice of such cancellation to the County. The Contractor shall, upon the request of the County, furnish written documentation, satisfactory to the County, evidencing the required insurance coverage. The cost of all the insurance required to be held by the Contractor as set forth herein shall be borne by the Contractor.

26. The Contractor and the County acknowledge the area that the County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, his employees or agents or public in the performance of this Contract.

27. The Contractor shall indemnify and hold the County harmless from and against all claims, demands, losses, costs, damages, action. Suits or proceedings by third parties ("Third Party Claims"), including all legal fees, costs and expenses incurred by the County in defending such claims. That arise out of or are attributable to the performance of the Contract by the Contractor, or the negligence of the Contractor, except any proportion thereof which is attributable to acts or omissions of the County, its agents or employees, which constitute a breach of this Contract and for which the County is liable under the terms of this Contract. Or for Third Party Claims that arise out of or the negligence of the County, its agents or employees.

28. The parties acknowledge and agree that the provisions of this Contract, which, by their context, are meant to survive the termination of this Contract, shall survive the termination or expiration of this Contract, and shall not be merged therein or therewith.

29. No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligation hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

30. For the purposes of this Contract, the addresses of the parties:

Box 310
4612 McDougall Drive
Smoky Lake, Alberta
T0A 3C0
Attention: Dave Franchuk
Environment and Parks Manager

Smoky Lake County

AND

241, Rue St- Charles Sud
Granby, Quebec
J2G 7A9

RapidGaz Exchange Services Inc

Any communication, notice or service of documents required to be made during this Contract will be good and sufficient if delivered to, or posted by prepaid registered mail addressed to, the above addresses. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the 3rd day after the date of mailing provided that normal postal service is in existence at the time of mailing and for three (3) days thereafter. Any party may change its address for service from time to time upon written notice to that effect. In the event of disruption of normal postal services, any party giving notice hereunder shall be required to deliver the same.

31. The laws of the Province of Alberta shall govern the interpretation of this Contract and the jurisdiction for any proceeding relating to any matters hereunder shall be Alberta.

32. The obligations of the Contractor performed pursuant to this Contract shall only be performed by the Contractor or an employee or a party acting on behalf of the Contractor who has been approved in advance in writing by the County, such approval which may be arbitrarily withheld, and which may be terminated or revoked at any time in the discretion of the County.
33. This Contract constitutes the entire Contract between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, contracts, or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Contract save and expressly set out in this Contract.
34. This Contract may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
35. This Contract shall endure to the benefit of and be binding upon the parties herein and their respective heirs, successors, and assigns.
36. Time is of the essence in this Contract, and if either party shall fail to perform the covenants on its part to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Contract, the other party may elect to terminate this Contract.
37. If any term, covenant or condition of this Contract or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Contract or application of such term, covenant or condition to a party or circumstance other than those to which is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Contract shall be valid and shall be enforceable to the fullest permitted by law.
38. The parties agree all reasonable efforts shall be made to resolve all disputes under this Contract by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information, and documents to facilitate these negotiations. The parties agree that any dispute not resolved through negotiation shall be submitted for arbitration in accordance with the provisions of the relevant arbitration in the Province of Alberta. The parties hereto agree that submission of a dispute dealt with by this section shall be a condition precedent to any application or action brought before any competent court.

IN WITNESS WHEREOF the parties have executed this Contract as of the date first above written.

SMOKYLAKE COUNTY

Per: _____

Per: _____

RAPIDGSZ EXCHANGE SERVICES INC.

March 28th 2022 Per: David Larochelle
D. S. Lull
Director of Business
Development.

APPENDIX A

Both parties mentioned above have agreed to enter into a mutually beneficial and Exclusive agreement concerning the pickup and recycling of refillable propane cylinders (100 lbs or less). This will be a Municipal agreement including 5 transfer stations in the Smoky Lake County (listed in Appendix "B"). The terms of the agreement are as follows:

1) Services Offered by RapidGaz:

- a. RapidGaz will supply and deliver plastic crates/pallets on which the cylinders can be safely stored to all locations included in Appendix "B". These plastic crates/pallets will remain in the property of RapidGas for the duration of this agreement, RapidGas reserves the right to charge the County for missing or damaged crates/pallets.
- b. Rapidgaz will execute the pickup of all refillable propane cylinders to 100 lbs or less at all locations listed in the Appendix "B" on an agreed upon frequency/schedule or on a On Call basis, whichever the County prefers. The primary contact to request a pickup will be Denise Garneau, dgarneau@rapidgaz.net.
- c. Rapidgaz will leave a physical cylinder pickup sheet on site following each visit that will include the quantities and varied sizes of cylinders picked up. RapidGaz can also produce quarterly reports of what has been picked up at each location during that given period and for the year, up to that date.
- d. Payment for cylinders picked up will be emitted by RapidGaz on a quarterly basis. Payments for pickups at all locations listed in Appendix "B" are made to the Smoky Lake County 4612 McDougall Drive Smoky Lake, Alberta P.O. Box 310 Smoky Lake, Alberta T0A 3C0 .
- e. The County will ensure propane cylinders are properly stacked on the plastic crates/pallets for efficiency and safety reasons, County employees will assist RapidGaz employees during cylinder pickups as much as reasonably possible.

2) Pricing:

RapidGaz will pay the County:

\$5 for each 20lb and 30lb cylinder picked up

\$20 for each 100lb cylinder picked up

All other sizes will be picked up free of charge

NOTE: Cylinders must be equipped with a valve. Cylinders without valves will be

Picked up free of charge but no payment will be given for them. 1lb

Disposable camping cylinders are not included in or part of this agreement.

3) Term:

a. This agreement will be in effect for a period of 2 years starting on the date it has been signed by both parties and will renew automatically for an additional year if either party has not given notice of termination to the other at least 90 days prior to the end of the initial 2-year term.

Appendix B

Smoky Lake County Transfer Stations

Contact Information

Waskatenau NE-10-59-19-W4M

Open Saturday 9:00am to 5:00pm

Transfer site Supervisor: Ken Krahulec

Phone: (780)650-5204

Smoky Lake SE-36-59-17-W4M

Open Tuesday, Thursday, and Saturday 9:00am to 5:00pm

Supervisor: Avery Sinclair

Phone: (780)201-3787

Bellis NW-36-59-15-W4M

Open Wednesday and Saturday 9:00am to 5:00pm

Transfer site Supervisor: Avery Sinclair

Phone (780)201-3787

Vilna SE-30-59-13-W4M

Open Tuesday and Saturday 9:00am to 5:00pm

Transfer site Supervisor: Erla Wagner

Phone: (780)636-3620

Spedden NW-8-60-12-W4M

Open Wednesday and Sunday


Supervisor: Walter Mazur

Phone: 780 650-5200

Dave Franchuk Environmental Operations Manager

Phone: (780) 650-1800



REQUEST FOR DECISION		DATE	April 12, 2022	4.2
TOPIC	Waste Management Site Attendant Job Description..			
PROPOSAL	Currently the Smoky Lake County has no Job Description for the Employees who currently work at the County Waste Management sites. The Environment and Parks Manager had altered a template of a job description from the St. Paul County for Councils approval.			
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				
No. 1 Smoky Lake County Council Approve Waste Management Attendant Job Description Policy No.01M-16-01.				
CHIEF ADMINISTRATIVE OFFICER				

SMOKY LAKE COUNTY



Title: Waste Management Site Attendant	Policy No.: 08-05
Section: 1 - M <i>Job Description</i>	Code: P-A Page No: 1 of 4

Classification:	Hourly Salary
------------------------	---------------

Purpose:	<p>Under the supervision of the Environment and Parks Manage the Waste Management Site Attendant is responsible for performing the work necessary to operate, maintain, and improve the Smoky Lake County's Waste Management stations and landfills. This position ensures the safe operation for public and staff. The Waste Management Site Attendant has the responsibility of managing the proper disposal of solid waste streams and recycling at the County landfill and transfer sites. The Waste Management Attendant is responsible for adhering to Health and Safety Legislation and the Smoky Lake County safe work policies and procedures always, ensuring the protection and safety of self, co-workers, the public and environment.</p> <p><i>The duties, responsibilities, and scope of this position may, from time to time, be amended, altered, or changed by the Smoky Lake County (the County) acting reasonably to meet the business, community, and/or regulatory needs of the organization.</i></p>
-----------------	---

Policy Statement and Guidelines:

RESPONSIBILITIES

1. General

Waste Segregation and Coordination (65-70%)

- 1.1. Performing A.M. and P.M site inspection, checking irregularities. Reporting any damages and/or break ins to the Environment and Parks Manager immediately.
- 1.2. Examining customer cargo to prohibit the disposal of unacceptable waste, according to government regulations, and directing acceptable waste and recyclables to their designated locations at the site.
- 1.3. Maintaining favorable relations with management, other staff and the public.
- 1.4. Providing general information to the public and assisting with their concerns and complaints. Answering questions from the public on County waste segregation in a respectful and polite manner. Providing routine information. Where concerns or issues are raised, taking the information and providing it to the Environment and Parks Manager.
- 1.5. Assisting in the enforcement of County's waste management site/landfill rules and regulations.
- 1.6. Informing Environment and Parks Manager when bin sites and recyclables need to be removed from site.

SMOKY LAKE COUNTY



Title: Waste Management Site Attendant	Policy No.: 08-05
Section: 1 - M <i>Job Description</i>	Code: P-A Page No: 2 of 4

- 1.7. Notifying the Environment and Parks Manager when debris from dry waste pit needs to be pushed in and compacted.
- 1.8. Maintaining and burning of combustible waste (wood products) and notifying the Environment and Parks Manager when burn pits need to be pushed up and cleaned.
- 1.9. Checking propane percentage and calling for service if it is below 20%.
- 1.10. Keeping Operator building neat, tidy and smoke free.
- 1.11. Keeping the Waste Management site and roadways litter free.
- 1.12. Cleaning area in front of bins sites, operator office, and gates free of dirt, snow and ice (salt if required).
- 1.13. Informing local Emergency Management (911) that a burn will be conducted, following the County's fire procedures (fire permit), and ensuring that the burn pit and others are safe, including cleaning the site around the burn pit to ensure safety. Ensuring post-burn maintenance or clean up is undertaken.
- 1.14. Ensuring oil and other hazardous /environmental waste and recyclables are segregated properly and disposed of in accordance with County procedures and/or provincial regulations.
- 1.15. Completing paperwork required by County.
- 1.16. Completing transfer site traffic count sheets and inventory lists.
- 1.17. Receiving and handling money for the refrigerant (freon) charge, following procedures outlined by the County.
- 1.18. Accounting for all monies collected and maintaining other records such as equipment material inventory.
- 1.19. Attending safety meetings and employee workshops when required to ensure that safe work practices and current regulations are being followed by staff and the public who enter the site.
- 1.20. Adhering to Health and Safety Legislation and the Smoky Lake County safe work policies and procedures always, ensuring the protection and safety of self, co-workers, the public and environment.
- 1.21. Reporting in and using the work alone (Kytex) as per procedures.



Title: Waste Management Site Attendant		Policy No.: 08-05
Section: 1 - M	Job Description	Code: P-A
		Page No: 3 of 4

2. Safety:

- 2.1. Ensure that Smoky Lake County's Health and Safety Program along with the requirements and procedures as outlined in the Safety Policy Manual are adhered to, and the Alberta Occupational Health and Safety (OH&S) standards are met.
- 2.2. Perform Safety Hazard Assessments.
- 2.3. Attend training sessions and workshops, as required.

QUALIFICATIONS

- 1. The following are required in this position:
 - High school diploma or GED.
 - Ability to safely unload and sort waste management materials, including moving materials up to 50 lbs/23 kgs.
 - Ability to perform all job functions required in a safe manner to avoid personal injury, injury of others, and equipment or property damage.
 - Being accountable for own actions and to be organized on the job, ensuring that work is conducted at a steady and efficient pace.
 - Ability to maintain attention to detail.
 - Good English verbal communication skills that allow for clear communication and information exchange.
 - Ability to establish and maintain respectful and effective working relationships with others, and to manage conflicts that may arise in a respectful, inclusive, and calm manner, ensuring a positive attitude is employed in day-to-day work.
 - Transfer station Basics certificate.
 -

Working Environment, Physical Conditions and Capabilities

- 2. This position works in a County waste management facility, exposed to and coming into contact with waste or recycling materials. Safety precautions and gear are provided and must be used at all times.
- 3. Some exposure to the environmental elements and weather may be expected.
- 4. Physical requirements include: standing, walking, bending, routinely lifting up to 50 lbs/23 kgs. Work is physical and requires a moderate degree of fitness.
- 5. Work may be conducted as a sole attendant and working alone, requiring the need to report in and/or use the work alone system (Kytex) according to County procedures.
- 6. Good depth perception and hand-eye coordination are requirements of this job.
- 7. This is a safety sensitive position.

SMOKY LAKE COUNTY




Title: Waste Management Site Attendant		Policy No.: 08-05
Section: 1 - M	Job Description	Code: P-A
		Page No: 4 of 4

EMPLOYEE EVALUATION

- Evaluated by the Environment and Parks Manager on a yearly basis.
- Salary Range: as per Policy 01-03: Organizational Chart.

	Date	_____
Adopted	April 12, 2022	Chief Administrative Officer

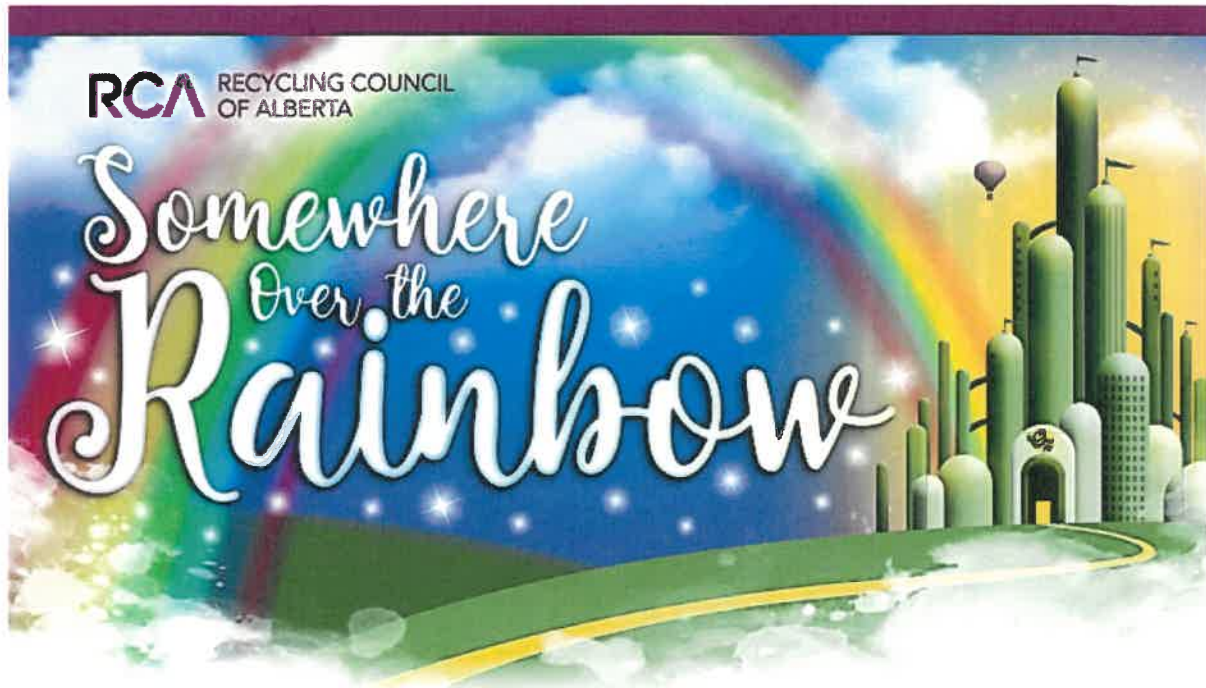


REQUEST FOR DECISION		DATE	April 12, 2022 4.3
TOPIC	Recycling Council of Alberta Conference.		
PROPOSAL	The Recycling Council of Alberta had invited the Smoky Lake County to attend their Conference on October 19-21. Historically the Smoky Lake County has not attended this Conference and basically only have been attending the Alberta Care and SWANA Conferences.		
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			
No. 1 Than Smoky Lake County Council and relevant staff who can attend – attend the Recycling Council of Alberta fall Conference on October 19-21, 2022 at the Fairmont Jasper Park Lodge In Jasper, Alberta			
CHIEF ADMINISTRATIVE OFFICER			

Dave Franchuk

From: Recycling Council of Alberta <info@recycle.ab.ca>
Sent: February 24, 2022 4:47 PM
To: Dave Franchuk
Subject: The 2022 RCA Conference: Mark your calendars!

[View this email in your browser](#)



The 2022 RCA Conference:
Mark your calendars!



Are you ready for the 2022 RCA Conference? Let the countdown to October 2022 begin.

Under the banner "Somewhere, Over the Rainbow," preparations for the [2022 RCA Circular Economy Conference](#) are well underway so block **October 19-21, 2022** in your calendar for this must-attend event. Returning to the spectacular surroundings of the Rocky

Mountains, this year's conference will take place at the Fairmont Jasper Park Lodge in Jasper, Alberta.

For three days, you will hear from local, national and international experts, thought leaders and community innovators, attend thought-provoking sessions, network and exchange ideas and perspectives with your peers, and have a whole lot of fun doing it.

So, **mark your calendars**, and get ready for the perfect mix of business, inspiration, actionable information and fun. We will unveil more details over the coming months but, in the meantime, subscribe to our email list at info@recycle.ab.ca to make sure you get the latest conference updates.



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You are receiving this email because you requested to receive RCA conference and event updates.

Our mailing address is:

Recycling Council of Alberta
PO Box 23
Bluffton, AB T0C 0M0
Canada

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).

5.1

**EVERGREEN REGIONAL WASTE
MANAGEMENT SERVICES COMMISSION MEETING**

Thursday, February 17, 2022
County of St. Paul Office
10:00 a.m.

AGENDA

1. Call to Order
 - a. Additions to the Agenda
2. Minutes of January 20, 2022 Regular Meeting
3. Business Arising from Minutes
 - a. CNRL Contract
 - b. RMA Insurance
 - c. Board of Directors Orientation- Brownlee Law
 - d.
 - e.
4. Closed Meeting Session
5. Financials
 - a. Treasurer's Report
 - b. Master Card Limit
 - c. GIC Interest rates
 - d.
6. New Business
 - a. Regional Site Report
 - b. Intercom system for scale house
 - c. Cost recovery on items at transfer stations
 - d. Site Visit Regional Director OHS St.Paul
 - e. Metal Recycling- Smoky Lake
 - f.
 - g.
7. Other Business/Correspondence
 - a. Economic Development
 - b.
 - c.
 - d.
8. Next Meeting
9. Adjournment

**EVERGREEN REGIONAL WASTE
MANAGEMENT SERVICES COMMISSION**

Minutes of Regular Meeting

**County of St. Paul Office
Thursday, January 20, 2022
10:00 a.m.**

Members Present:

Maxine Fodness- Chairman
Dan Gawalko
Nathan Taylor- Virtually
Tim Smereka- Virtually
Leroy Kunyk- Virtually

Members Absent

Richard Warren
Terry Makowichuk

Alternates Present:

Ron Boisvert- Virtually
Evelynne Kobes- Virtually
Ross Krekoski- Virtually

Paul Poulin- Manager Evergreen Landfill
Ashley Cozzens- Recording Secretary
Sheila Kitz- County of St. Paul
Tim Mahdiuk- County of St. Paul - Virtually
Dave Franchuk- Smoky Lake County- Virtually

1. CALL TO ORDER

Maxine Fodness called the meeting to order at 10:00 a.m.

a. Additions to Agenda

Tim Smereka made a motion to accept the agenda with the one change and four additions.

CARRIED

2. MINUTES OF DECEMBER 2021 ORGANIZATIONAL MEETING

Tim Smereka made a motion to adopt the minutes of the December 8, 2021 Organizational Meeting as presented.

CARRIED

MINUTES OF DECEMBER 8, 2021 REGULAR MEETING

Dan Gawalko made a motion to adopt the minutes of the December 8, 2021 Regular Meeting as presented.

CARRIED

3. BUSINESS ARISING FROM MINUTES

a. Alberta CARE AGM Meeting

Notes from Paul regarding the Alberta CARE AGM Meeting he attended January 14 in Leduc:

- Used oil program will be adding more products to the list of recyclables
 - Glycol and degreasers, antifreeze added
 - Plastic DEF containers, antifreeze containers and windshield washer added to plastics recycling
- Compost course will be rescheduled in Leduc; site, time, date will be announced by Alberta CARE
- A code of practice for handling hydro-vac waste was compiled by the Westlock Landfill and EAP. This will be sent out to members and can be used to reference when needed or required.
- Sharps containers: more and more medical waste, sharps are seen at landfills. Landfills are not seeing the regulations to be in line with this type of waste stream. Discussions was had on the origin of this type of waste, are the sharps coming from feedlots or vet clinics, or are the sharps coming from increase in home care services.
- Landfill height elevation: rather than constructing another cell, you can apply to go vertically.

Nathan Taylor made a motion to file the Alberta CARE AGM Meeting report as information.

CARRIED

b. Rapid Gaz

Contract for two years to take our propane bottles:
\$5 for every 20 & 30 lb. bottle
\$20 for every 100 lb. bottle
Plastic crates will be supplied to properly store the propane bottles

Dan Gawalko made a motion to bring the agreement with Rapid Gaz to the next board meeting.

CARRIED

c. Mulch Co.

Mulch Co. did send us some rates:

- Shredder & Excavator \$585/ hr.
- Services Truck & Trailer \$250/ day
- Man \$250/ day

This could possibly be a viable option to give extended life to our MSW cells.

Evelynne Kobes made a motion to file the Mulch Co. discussion as information and have Paul continue to look into this further.

CARRIED

d. RMA Insurance

Looking into our Environmental Impairment Liability Insurance; getting clarification to see if this just covers the Evergreen Site or if this covers all the sites in the Commission.

Tim Smereka made a motion to defer the RMA Insurance information to a future meeting.

CARRIED

e. Leachate Hauling Tenders

Maxine Fodness opened the one sealed bid:

1. E-Can Oilfield Services

Nathan Taylor made a motion that Evergreen Regional Waste Management Services Commission accepts the leachate hauling bid from E- Can Oilfield Services.

CARRIED

4. CLOSED MEETING SESSION

No closed meeting session.

5. **FINANCIALS**

a. **Treasurer's Report**

Ashley Cozzens presented the Treasurer's Report to December 31, 2021.

Evelynne Kobes made a motion to accept the treasurer's report as presented.

CARRIED

b. **GIC's**

A breakdown of what we have in the bank for investments.

We have a GIC maturing January 25; interest rates to reinvest were provided.

Dan Gawalko made a motion to reinvest GIC # 41 into a 90day GIC at 0.52 %.

CARRIED

c. **Loan Payment**

The remaining balance of the loan for the construction of MSW cells 5 & 6 and inert cells 6 & 7 is \$238,555.82. Since we made the first months payment for the year we can payout the remainder of the loan.

Nathan Taylor made a motion to payout the remainder of loan for the construction of MSW cells 5 & 6 and inert cells 6 & 7.

CARRIED

d. **Master Card Limit**

We currently have a MasterCard limit of \$2,500. We have two cards; each card has a limit of \$1,250.

Would like to ask if we can increase the limit of these cards to \$5,000 total; \$2,500 for each card.

Evelynne Kobes made a motion to increase the Master Card limit to \$5,000. Have Paul bring back if we have to have a bylaw in place to do this.

CARRIED

6. **NEW BUSINESS**

a. **Regional Site Report**

Paul presented the site report for the Evergreen Landfill January 2022:

- Compactor- compacting cups will have to be replaced as needed
- Track Loader- Ripping teeth need to be repaired
- Cover- using shingles/mulch/wood/clay
- Kehewin Agreement- should be signed end of February

Dan Gawalko made a motion to accept the Regional Site Report as information.

CARRIED

7. **OTHER BUSINESS/CORRESPONDENCE**

a. **Food Cycler Presentation**

The Food Cycler breaks down food waste into a tenth of its original volume and creates a nutrient rich fertilizer. Indoor unit; counter use.

Nathan Taylor made a motion to file the food cycler presentation as information.

CARRIED

b. **Secure Energy Leachate Disposal Letter**

The letter that was sent to Secure Energy with regrets that they were not selected as our leachate disposal site was presented to the Commission Members.

Tim Smereka made a motion to file the Secure Energy leachate disposal letter as information.

CARRIED

c. **Secure Energy Operational Services**

Secure Energy does landfill design, build and operations as well as landfill marketing.

Tim Smereka made a motion to file the Secure Energy Operational Services discussion as information.

CARRIED

d. SWANA Canadian Symposium

2022 SWANA Canadian Symposium will be in Banff April 4-7, 2022.

Tim Smereka made a motion to send Paul Poulin to the SWANA Canadian Symposium.

CARRIED

e. AB CARE Spring Seminar

The Alberta CARE Spring Seminar will be in Lethbridge February 23-25, 2022.

Dan Gawalko made a motion to send Paul Poulin to the Alberta CARE Spring Seminar.

CARRIED

8. NEXT MEETING

The next regular meeting is to be scheduled for Thursday, February 17, 2022 at 10:00 a.m. County of St. Paul Office.

9. ADJOURNMENT

Maxine Fodness adjourned the meeting at 11:01 a.m.

Date

Commission Chairman

**EVERGREEN REGIONAL WASTE
MANAGEMENT SERVICES COMMISSION MEETING**

Thursday, March 17, 2022
County of St. Paul Office
10:00 a.m.

5.2

AGENDA

1. Call to Order
 - a. Additions to the Agenda
2. Minutes of February 17, 2022 Regular Meeting
3. Business Arising from Minutes
 - a. Brownlee Law Orientation
 - b. CNRL Disposal Contract
 - c. AB CARE Report
 - d. Mileage Schedule
 - e. RMA Update Town of Elk Point
 - f.
 - g.
4. Closed Meeting Session
5. Financials
 - a. Treasurer's Report
 - b. GIC Interest Rates
 - c.
 - d.
6. New Business
 - a. Regional Site Report
 - b. Train Float Staff
 - c. Shamrock Valley Sale
 - d. MSW Bailer
 - e. MSW Value Proposition
 - f. Work Hub Tutorial
 - g. Environmental 360 Solutions
 - f.
7. Other Business/Correspondence
 - a.
 - b.
 - c.
8. Next Meeting
9. Adjournment

**EVERGREEN REGIONAL WASTE
MANAGEMENT SERVICES COMMISSION**

Minutes of Regular Meeting

**County of St. Paul Office
Thursday, February 17, 2022
10:00 a.m.**

Members Present:

Maxine Fodness- Chairman
Nathan Taylor- Virtually
Tim Smereka- Virtually
Richard Warren- Virtually
Leroy Kunyk- Virtually

Members Absent

Dan Gawalko
Terry Makowichuk

Alternates Present:

Ron Boisvert- Virtually
Evelynne Kobes- Virtually
Ross Krekoski- Virtually

Paul Poulin- Manager Evergreen Landfill
Ashley Cozzens- Recording Secretary
Tim Mahdiuk- County of St. Paul - Virtually
Dave Franchuk- Smoky Lake County- Virtually

1. CALL TO ORDER

Maxine Fodness called the meeting to order at 10:01 a.m.

a. Additions to Agenda

Add 6.f. Mileage for Chairman to Evergreen

Tim Smereka made a motion to accept the agenda with the one addition.

CARRIED

2. MINUTES OF JANUARY 20, 2022 REGULAR MEETING

Richard Warren made a motion to adopt the minutes of the January 20, 2022 Regular Meeting as presented.

CARRIED

3. BUSINESS ARISING FROM MINUTES

a. CNRL Contract

The leachate disposal contract is still being worked out:

- Biocides application to leachate cost was a concern and not shared in the disposal fee. Biocides are a necessity for leachate application to control the organics within the leachate

Tim Smereka made a motion to have Paul bring back a copy of the CNRL leachate disposal contract to the next meeting.

CARRIED

b. RMA Insurance

Evergreen has premium coverage. This includes Environmental Impairment Liability (EIL) coverage, site specific and external 3rd party (adjacent land owners) coverage.

- This coverage is for the seven municipalities that form the Commission.
- Coverage is site specific as listed by the Commission Municipalities in the Facility Operating and Lease Agreements.
- EIL coverage is not blanket coverage for any negligible event that could take place on the Municipalities lands, rather it is binding to the immediate operation as stated in the Facility Operating and Lease agreements signed by the Commission and its Municipal Members.

A site visit by RMA insurance will be set for early spring to tour the sites to have a visual, comprehensive awareness of the Commission sites.

Richard Warren made a motion to file the RMA Insurance discussion as information.

CARRIED

c. Board of Directors Orientation- Brownlee Law

Brownlee Law provided cost list for a Commission/Board of Directors Orientation training course:

- Cost to do orientation \$900 flat rate power point presentation
- 2 lawyers can deliver the orientation, one out of Edmonton at \$525 per hour or one out of Calgary at \$350 per hour- Zoom Course
- Presentation about 90 minutes long

Nathan Taylor made a motion to engage with Brownlee Law to set up a zoom orientation training course with the Calgary lawyer; to be in conjunction with a future board meeting.

CARRIED

4. **CLOSED MEETING SESSION**

No closed meeting session.

5. **FINANCIALS**

a. **Treasurer's Report**

Ashley Cozzens presented the Treasurer's Report to January 31, 2022.

Evelynne Kobes made a motion to accept the treasurer's report as presented.

CARRIED

b. **Master Card Limit**

We don't need a borrowing bylaw to apply to raise our Master Card limit; we just need to have it indicated in the minutes that we want to increase the Master Card limit and have those minutes signed by two Members of the Commission.

Tim Smereka made a motion to file the Master Card limit discussion as information.

CARRIED

c. **GIC Interest Rates**

Regarding if we can get different interest rates for different amounts put in a GIC at the bank:

- To determine the interest rates the total connection is looked at.
- The bank has looked at ours and there would be no rate change.
- If we had new funds to invest the bank would check the rates, but because the funds are already with them, the rate would remain the same.

Richard Warren made a motion to file the GIC interest rates discussion as information.

CARRIED

6. **NEW BUSINESS**

a. **Regional Site Report**

Paul presented the site report for the Evergreen Landfill February 2022:

- Compactor- Compaction wheel tips \$289/Tip- would cost around \$8,600 to replace

- Down two chase trucks- write a formal letter to the CAO's of the Commission Municipalities asking if they have anything they want to sell
- Metal Recyclers haven't taken the metal at the Evergreen Site yet.
- Transfer Station course in to be offered in the near future

Leroy Kunyk made a motion to accept the Regional Site Report as information.

CARRIED

b. Intercom System for scale house

We will need a new intercom system for the scale house soon.

Tim Smereka made a motion to bring back intercom options to a future board meeting.

CARRIED

c. Cost recovery on items at transfer stations

There have been items that have been received at the transfer stations in the past that customers should have been charged a cost recovery fee. (i.e.: bulk liquids).

- As per our approval bulk liquids should not be received, but we should however take the time to help customers that want to dispose of this product
- A phone call should be made prior to accepting the material. The cost of disposal and transportation of material to the proper disposal site should be shared with the customer and they should be able to pay for the cost recovery fee
- At this point with a disposal plan in place to off load, we may safely hold the material in proper containment and wait for the disposal company to collect the material from the transfer station site as soon as possible

Tim Smereka made a motion to have Paul continue to look into disposal and recycling options for items at our transfer stations.

CARRIED

d. Site visit Regional Director OH&S St. Paul

There was a site visit done from the regional director OH&S St. Paul; discussion around safety protocols and new work hub documents in place, contractors on site (WCB coverage).

e. Metal Recycling- Smoky Lake

Metal recyclers haven't arrived at the Smoky Lake transfer station yet to take their metal. Smoky Lake is having issues with scavenging of metal happening at the sites.

f. Mileage for Chairman to Evergreen

Richard Warren made a motion to draft a policy regarding mileage for the Chairman and Commission Board Members for attending events regarding Evergreen business.

CARRIED

7. OTHER BUSINESS/CORRESPONDENCE

a. Economic Development

February 10 meeting between Paul, Linda Sallstrom and Maxine Fodness on what can be done to improve our landfill and surrounding communities and municipalities regarding waste streams, recycling processes in our region.

8. NEXT MEETING

The next regular meeting is to be scheduled for Thursday, March 17, 2022 at 10:00 a.m. County of St. Paul Office.

9. ADJOURNMENT

Maxine Fodness adjourned the meeting at 11:27 a.m.

Date

Commission Chairman

6.1

Dave Franchuk

From: Paul Poulin <evergreenwaste@mcsnet.ca>
Sent: March 21, 2022 9:35 AM
To: Warren Leister; Dave Franchuk; 'Michael Landry'; publicworks@elkpoint.ca; rickwar1@live.ca
Subject: float staff

Good morning all

I have a question for you

Would there be an appetite for a trained float staff, to help out at your MSW sites?

This could be for holiday relief, sick time, site cleanup assistance to name a few. Would you be able to take this question to your council meeting, municipalities, to see if they would support and approve a float staff to help with work at your waste management sites?

A service contract agreement between Evergreen Regional Landfill and the municipality, with details regarding wages, travel, work schedule would be required.

A report of work done by the float staff would be presented to your supervisor when work is completed.

Please take this information to your municipalities to review and return with response to myself for a final review at the ERWMSB board meeting.

I look forward to hear from you

Thanks

Paul Poulin

Manager

Evergreen Regional Landfill

780-646-6125

evergreenwaste@mcsnet.ca