Monday, March 31<sup>st</sup>, 2025 at the Fallis Hall (located at 53303 Range Road 52) and via Zoom commencing at 9:00 a.m.

(As per bylaw 341-2024 Council and/or Council Committee meetings may not be filmed or voice recorded.)

### Call to order

Treaty 6 Territory Land Acknowledgement

The Summer Village of Silver Sands acknowledges that we are meeting on Treaty 6 Territory and on the homelands of the Metis Nation. We acknowledge all indigenous peoples who have walked these lands for centuries. We acknowledge the harms and mistakes of the past, and we dedicate ourselves to move forward in partnership with indigenous communities in a spirit of reconciliation and collaboration.

- 2. Agenda:
- a) Monday, March 31st, 2025 Regular Council Meeting

(approve agenda as is, or with amendments, additions or deletions)

3. Minutes:

P1-6

a) February 28th, 2025 Regular Meeting Minutes

(approve minutes as is, or with amendments)

- Delegations:
- a) 9:05 a.m. Laura Marcato (or Colton Kerswell), Seniuk & Marcato – to present and review the Summer Village's Draft 2024 Audited Financial Statements. The draft statements will be emailed to Council as soon as they are received.

(that the Draft 2024 Audited Financial Statements for the Summer Village of Silver Sands, as presented and reviewed by Auditor Laura Marcato of Seniuk & Marcato, be approved as presented (or amended)

or

(some other direction as given by Council at meeting time)

5. Public Hearings: n/a

Monday, March 31<sup>st</sup>, 2025 at the Fallis Hall (located at 53303 Range Road 52) and via Zoom commencing at 9:00 a.m.

(As per bylaw 341-2024 Council and/or Council Committee meetings may not be filmed or voice recorded.)

6. Bylaws:

a)

7. Business:

a) Darwell Lagoon Commission (DLC) – further to discussion and direction at the last Council meeting whereby the motion was to have the DLC defer the tank inspections start date to May 2025, and then continue on with the project thereafter, Commissioner Manager Mike Primeau has sent a couple emails and it is unclear at agenda preparation time if the proposed tank inspections will take place in May of 2025 or not. Further discussion to take place at meeting time as there may be more information come in between agenda preparation time and meeting time. Our Assessors have advised there is no way to determine if having a sewer collection system in place will increase their property values – they will have to wait until they have post property sales to try to determine if there is a value increase.

(direction as given by Council at meeting time)

P7-62

b) Circular Materials – further to previous discussions and emails, the final version of this agreement was sent to Council via email and approved. Admin has completed the docusign. This updated Master Services Agreement removes the requirement for Environmental Impairment Liability Insurance and ratify acceptance of the new compensation base offer of \$3.52/household (was \$3.02/household).

(approve the final version of the Master Services Agreement between Circular Materials and the Summer Village of Silver Sands, for recyclable materials and ratify its execution)

Monday, March 31st, 2025 at the Fallis Hall (located at 53303 Range Road 52) and via Zoom commencing at 9:00 a.m.

(As per bylaw 341-2024 Council and/or Council Committee meetings may not be filmed or voice recorded.)

(that the Summer Village of Silver Sands provide a letter of support to Fire Chief Dave Ives' application to sit on the Provincial Fire Liaison Committee)

Or

(accept for information)

f) 2025 Municipal Election Information Update:

Candidate Orientation Sessions – previously by motion Council supported participation in Candidate Orientation Sessions (lead by Wildwillow Enterprises and the Town of Stony Plain). The noted sessions have been scheduled for Saturday May 3 at the Stettin-Nakamun Hall from 10:00 a.m. to Noon and Saturday May 24 at the Darwell Seniors Centre from 10:00 a.m. to Noon (as noted in the attached March 12 email from Angela Duncan)

(that the discussion on the Candidate Orientation Sessions, hosted by Wildwillow Enterprises and the Town of Stony Plain, scheduled for May 3 from 10:00 a.m. to Noon at the Stettin Nakamun Hall and May 24 from 10:00 a.m. to Noon at the Darwell Seniors Hall be accepted for information)

Candidates requirement to open a separate bank account for election expenses (whether you have any or not) – please see attached March 7 email from ASVA Executive Director Kathy Krawchuk

(that the March 7<sup>th</sup>, 2025 email from Association of Summer Villages of Alberta (ASVA) Executive Director Kathy Krawchuk on the requirement for Election Candidate to open a separate bank account for election related expenses, be accepted for information)

P93-94

p 95

Monday, March 31<sup>st</sup>, 2025 at the Fallis Hall (located at 53303 Range Road 52) and via Zoom commencing at 9:00 a.m.

(As per bylaw 341-2024 Council and/or Council Committee meetings may not be filmed or voice recorded.)

Councillor Election Training Options – the Summer Villages of Lac Ste. Anne County East (SVLSACE) are working on Councillor election training both Part 1 and Part 2. The Part 1 training must take place before the first meeting of the newly elected Council members, and Part 2 training will be provided by Brownlee LLP and the SVLSACE will be covered the costs for same. In order to participate in this Part 2 training we will need a motion to extend this training requirement by 90 days.

(that the Summer Village of Silver Sands approve a 90 day extension for the Part 2 Councillor Orientation Training, to be completed by Brownlee LLP in partnership with the Summer Villages of Lac Ste. Anne County East)

p 96

g) Subdivision and Development Appeal Board (SDAB) – the Summer Village has an agreement in place with Milestone Municipal Services (MMS) for the provision of SDAB services, including board members and trained clerks. Attached is an email from MMS advising of who their trained Board Members are as well as their trained Clerks, to which Council needs to pass a motion approving same.

(that as per the existing agreement with Milestone Municipal Services for the provision of Subdivision and Development Appeal Board Services, the following be appointed board officials on behalf of the Summer Village of Silver Sands:

Board Members: Denis Meier, John Roznicki, Rainbow Williams, Chris Zaplotinsky, Tony Siegel, Angela Duncan, Jamie-Lee Kraley, Jason Shewchuk, John McIvor

Clerks: Emily House, Janet Zaplotinsky, Cathy McCartney)

Monday, March 31<sup>st</sup>, 2025 at the Fallis Hall (located at 53303 Range Road 52) and via Zoom commencing at 9:00 a.m.

(As per bylaw 341-2024 Council and/or Council Committee meetings may not be				
h)  separato  p 97-106.	2025 Draft Operating and Capital Budget – Council and Administration will complete its 4 <sup>th</sup> and final review of the noted document, and administration will prepare the applicable tax rate and special tax bylaws based on the motion by Council of this 2025 Draft Budget. This draft budget has a% increase in municipal tax dollars collected. The School Requisition increase is over and above the municipal increase. The municipal minimum amount payable in 2024 was \$1,109.00, in 2023 was \$1,050.00 and in 2022 was \$1,000.00. Historically we have kept this increase relevant to the overall municipal tax dollars collected increase – which if we followed that logical would put our 2025 amount at			
	(that the Draft 2025 Operating and Capital Budget for the Summer Village of Silver Sands be approved as reviewed at meeting time, that Administration prepare the tax rate bylaw based on this budget as approved today, and that a municipal minimum amount payable of be approved for the 2025 taxation year, and that the 2025 Tax Rate Bylaw be brought back to the April Council meeting for consideration of all readings)			
i)				
j)				
k)				

8. Financial:

Separato Page 6 107-115 a) Income & Expense Statement - as at February 28, 2025

(accept income & expense statement for information)

Monday, March 31st, 2025 at the Fallis Hall (located at 53303 Range Road 52) and via Zoom commencing at 9:00 a.m.

(As per bylaw 341-2024 Council and/or Council Committee meetings may not be filmed or voice recorded.)

9.	Councillors'	Re	ports	:

- a) Mayor
- b) Deputy Mayor
- c) Councillor

(accept Council Reports for information)

### 10. Administration Reports:

PIID

- a) Development Officer's Report
- b) Public Works Report
- c) SSGC come to April mtg
- d) Another dog complaint letter issued

e)

b)

(accept above items for information)

### 11. Information and Correspondence:



- Medical First Response Invoice for February Incident -
  - \$871.63 (non chargeable)

P119-121

Public Safety and Emergency Services – February 27<sup>th</sup>, 2025 letter on 2025 Provincial Police Funding model, SS went up \$1,704.00 (from \$13,391 to \$15,095)

(accept correspondence for information)

12. Open Floor Discussion with Gallery: (15-minute time limit)

(accept for information the open floor discussion with the gallery, if applicable)

13. Closed Meeting (if required): n/a

Monday, March 31st, 2025 at the Fallis Hall (located at 53303 Range Road 52) and via Zoom commencing at 9:00 a.m.

(As per bylaw 341-2024 Council and/or Council Committee meetings may not be filmed or voice recorded.)

### 14. Adjournment

### **Next Council Meetings:**

- -March 31, 2025 Regular Council Meeting (a Monday)
- -April 25, 2025 Regular Council Meeting
- -June 27, 2025 Regular Council Meeting
- -July 25, 2025 Regular Council Meeting (may need to move and incl Org Mtg)
- -August 29, 2025 Regular Council Meeting/Org Mtg?

#### Other Meetings:

- -April 14 or 22, 2025 Darwell Lagoon Commission or both
- -May 3, 2025 Candidate Orientation Session (Stettin hall)
- -May 9, 2025 Regional Municipalities Meeting (Alberta Beach Senior Facility)
- -May 24, 2025 Candidate Orientation Session (Darwell hall)
- -June 11, 12, 25 & 26, 2025: ABMunis Summer Municipal Leaders Caucuses (Various locations)
- -June 23-28, 2025 Candidate Nomination Period
- -October 16 & 17, 2025 ASVA Convention (location TBA)
- -November 12 to 14, 2025: ABMunis Convention and Trade Show (Calgary TELUS Convention Centre)

	PRESENT	Mayor:	Bernie Poulin
		Deputy Mayor: Councillor:	Liz Turnbull - Absent Graeme Horne – Via Zoom
		Councillor.	Graeme Home – via zoom
		Administration:	Wendy Wildman, Chief Administrative Officer (CAO) Heather Luhtala, Assistant CAO – Via Zoom
		Public Works:	Dustin Uhlman, Public Works Supervisor
		Attendees:	n/a
		Delegation(s):	9:05 a.m. Greg Edwards, General Manager of Operations and Dallas Choma, Enforcement Services Manager – Lac Ste. Anne County. To have follow-up in-person discussions on engaging Lac Ste. Anne County to provide community peace officer and bylaw enforcement officer services.
		Public at Large:	2
1.	CALL TO ORDER	Mayor Poulin called	the meeting to order at 9:00 a.m.
	OALL TO ORDER	Wayor Fount Gallod	and modering to order at 0.00 a.m.
TOTAL STREET		Treaty 6 Territory acknowledge all in centuries. We acknowledge acknowledge.	e of Silver Sands acknowledges that we are meeting on and on the homelands of the Metis Nation. We digenous peoples who have walked these lands for nowledge the harms and mistakes of the past, and we to move forward in partnership with indigenous irit of reconciliation and collaboration.
2.	AGENDA		
<b>4.</b>	25-25	MOVED by Councille with the following ad Under Business	or Horne that the February 28, 2025 Agenda be approved Idition:
			nent Program Development
			CARRIED
3.	MINUTES 26-25		Poulin that the minutes of the January 31, 2025 Regular approved as presented.  CARRIED



4.	DELEGATIONS 27-25	9:05 a.m. Greg Edwards, General Manager of Operations and Dallas Choma, Enforcement Services Manager – Lac Ste. Anne County. To have follow-up in-person discussions on engaging Lac Ste. Anne County to provide community peace officer and bylaw enforcement officer services.  Greg Edwards and Dallas Choma exited the meeting at 9:42 a.m.  MOVED by Mayor Poulin that the Summer Village of Silver Sands enter into an agreement with Lac Ste. Anne County for the provision of community peace officer and bylaw enforcement officer services effective April 1st, 2025, for 6 hours of service per month for a 2-year period at a rate of \$127.31/hour for year 1 and \$131.13/hour for year 2, (with patrols to commence on or around May long weekend).
5.	PUBLIC HEARINGS	n/a
6.	BYLAWS	n/a
7.	BUSINESS 28-25	MOVED by Councillor Horne that the Summer Village of Silver Sands proceed with the Flowering Rush Abatement Project as approved under the Alberta Community Partnership Grant Program, and that the Summer Village approve and execute said agreement once received.  CARRIED
100000000000000000000000000000000000000	29-25	MOVED by Mayor Poulin that the following be appointed officials to the Summer Village of Silver Sands Assessment Review Board for the 2025 year:  ARB Chairman Raymond Ralph Certified ARB Clerk Gerryl Amorin Certified Panelists Darlene Chartrand, Sheryl Exley, Tina Groszko, Richard Knowles, Marcel LeBlanc, Raymond Ralph CARRIED
- Lighterin	30-25	MOVED by Mayor Poulin that the Summer Village of Silver Sands agrees to extend the renegotiation period for the review of the existing Intermunicipal Collaborative Framework (ICF) agreement, between the Summer Village of Silver Sands and Lac Ste. Anne County, to March 31, 2027.  CARRIED
	31-25	MOVED by Councillor Horne that the information provided by Lac Ste. Anne County with respect to their Home Support Program be accepted for information.  CARRIED

MOVED by Mayor Poulin that the Summer Village of Silver Sands engage the services of Patriot Law, along with the Summer Village of South View, to undertake a review and recommend changes to each summer village's respective fire bylaw.  CARRIED	32-25	
MOVED by Councillor Horne that the Summer Village of Silver Sands advise the Darwell Lagoon Commission that the Summer Village wishes for the proposed sewer line project to continue in 2025 with tank inspections within Silver Sands taking place in May, an open house in September, and construction commencing after that.  CARRIED	33-25	
OF THE STATE OF TH		
MOVED by Councillor Horne that the 2025 Draft Operating & Capital budget be accepted for information, that the changes as discussed be updated accordingly and that the 2025 Draft Operating & Capital budget be brought back to the next Council meeting for further review and consideration of approval.	34-25	
CARRIED		
MOVED by Councillor Horne that the discussion with respect to the request from the Silver Sands Golf & RV Resort for a reduction on the minimum municipal tax payable on the newly titled RV lots be deferred to the Closed Meeting session.	35-25	
CARRIED		
MOVED by Mayor Poulin that the RCMP Enhanced Policing Agreement, in partnership with the Summer Village of South View, be approved and its execution ratified.	36-25	
CARRIED		
MOVED by Councillor Horne that the correspondence between the Summer Village of South View and the Town of Onoway, including the January 29, 2025 letter from Mayor Kwasny to South View regarding "non-payment of contract and operational fees, the January 29, 2025 letter to Fire Rescue International regarding "payment of contract fees and damage to fire hall door", as well the email correspondence regarding the same be accepted for information.	37-25	
CARRIED		
MOVED by Mayor Poulin that the discussion with respect to the Master Services Agreement with Circular Materials for curbside recycling pick up and the previously required Environmental Impairment Liability Insurance (now not required) be accepted for information and that further discussion on this take place once the quote for this insurance is received (as it may be required in the future) along with receipt of a revised Master Services Agreement that removes the additional insurance requirement.  CARRIED	38-25	Accessed to the second
		1000

	39-25	MOVED by Mayor Poulin that further to the coming dissolution of the FOIPP Act (Freedom of Information and Protection of Privacy) and the implementation of two new Acts being POPA (Provincial Offences Procedure Act) and AIA (Access to Information Act), a requirement is now being placed on local authorities to have a Privacy Management Program in place, therefore, the Summer Village of Silver Sands agrees to cost-share with the Summer Village of Nakamun Park as the lead municipality in the development of a Privacy Management Program template through their legal counsel at an estimated overall cost of \$3,500.00 which will be divvied amongst participating municipalities.  CARRIED  The meeting recessed at 10:12 a.m.  The meeting reconvened at 10:17 a.m.
8.	FINANCIAL 40-25	MOVED by Councillor Horne that Council accept for information the income and expense statements as at January 31, 2025.  CARRIED
9.	COUNCIL REPORTS 41-25	MOVED by Mayor Poulin that the Public Works Supervisor be authorized to commence a fire-load reduction pilot project in one of the Summer Village's municipal reserve areas as a test for future tree/brush clearing throughout all of the municipal reserve areas.  CARRIED
	42-25	MOVED by Mayor Poulin that the Council reports be accepted for information as presented.  CARRIED
10.	ADMINISTRATION	
10.	REPORT 43-25	MOVED by Mayor Poulin that the Summer Village of Silver Sands agrees to participate in a future Alberta Community Partnership (ACP) Grant Application for a core asset condition assessment, asset management plan, and GIS mapping project, the ACP application is to be managed by the Summer Village of South View.  CARRIED
1	44-25	MOVED by Councillor Horne that Council accept for information the Administration reports as presented.  CARRIED



11.	CORRESPONDENCE 45-25	MOVED by Mayor Poulin that the following correspondence be accepted for information as presented:  a) Development Officer's Report b) Public Works Report c) Grant Meeting with Minister McIver d) AFRRCS Radios – Town of Onoway letter e) Working on year end for audit purposes f) Golf Course subdivision – applicant and planner still working on matters g) Old Landfill site – County email h) Asset Management – GIS mapping/asset condition assessment –
		admin looking to Alberta Community Partnership application with other summer villages  CARRIED
12.	OPEN GALLERY 46-25	MOVED by Mayor Poulin that the discussion with the open gallery be accepted for information.  CARRIED
13.	47-25	MOVED by Mayor Poulin that pursuant to section 197(2) of the Municipal Government Act, Council go into a closed meeting session at 10:42 a.m. to discuss the following items:  a) Intergovernmental Relations - "Community Peace Officer Agreement" — FOIPP Act Section 21"  b) Intergovernmental Relations - "Fire Services agreement" — FOIPP Act Section 21"  CARRIED  The meeting recessed at 10:43 a.m. to allow the public to exit the building.  The following individuals were present at the Closed Meeting: Bernie Poulin Graeme Horne (via Zoom) Wendy Wildman Heather Luhtala (via Zoom) Dustin Uhlman
	48-25	MOVED by Councillor Horne that Council return to an open meeting at 10:54 a.m.
		CARRIED

15.	ADJOURNMENT	The meeting adjourned at 11:02 a.m.
14.	NEXT MEETING(S)	The next Regular Council Meeting is scheduled for Monday, March 31, 2025 at 9:00 a.m.
		CARRIED
	50-25	<b>MOVED</b> by Councilor Horne that Ron Roberts be invited to next Council meeting (March 31 <sup>st</sup> , 2025, alternate date being April 25 <sup>th</sup> , 2025) to discuss various matters pertaining to the Silver Sands Golf and RV Resort.
	49-25	MOVED by Mayor Poulin that the agreement between Alberta Beach and the Summer Villages of Castle Island, Nakamun Park, Silver Sands, South View and Val Quentin for the provision of fire services from Fire Rescue International be approved and execution ratified.  CARRIED
		The meeting reconvened at 10:58 a.m.  No public returned to the meeting.
		The meeting recessed at 10:55 a.m.  The meeting reconvened at 10:58 a.m.

	Mayor, Bernie Poulin
Chief Administrative C	Officer, Wendy Wildman





#### Fw: Silver Sands Updated offer

From Summer Village Office <administration@wildwillowenterprises.com>

Date Sat 2025-03-15 6:22 PM

Liz Turnbull liz@summervillageofsilversands.com>; Bernie Poulin <br/> <br/>bernie@summervillageofsilversands.com>; graeme@summervillageofsilversands.com <graeme@summervillageofsilversands.com>

wendy wildwillowenterprises.com <wendy@wildwillowenterprises.com> Cc

Sharing email from Circular Materials confirming the updated compensation offer.

## Heather Luhtala,

### Assistant CAO/Administration

Summer Village of Silver Sands - www.summervillageofsilversands.com

Email: administration@wildwillowenterprises.com

Phone: 587-873-5765 Fax: 780-967-0431

Mailing Address: Box 8, Alberta Beach, AB TOE 0A0

From: Paul Lyons <plyons@circularmaterials.ca>

Sent: Saturday, March 15, 2025 8:26 AM

To: Summer Village Office <administration@wildwillowenterprises.com>

Cc: Circular Materials AB Operations < ABoperations@circularmaterials.ca>; Blaire Gaalaas

<bgaalaas@circularmaterials.ca> Subject: Silver Sands Updated offer

Morning Heather

This is to confirm an updated offer of \$3.52 per household. This offer will be escalated using the percentage change in the CPI Index published on January 1, 2024 and January 1, 2025 which is the latest CPI Index published prior to April 1, 2025 for purposes of payment. Thereafter, the price per household will be escalated on the service commencement anniversary dates using the percentage change in the CPI indexed published on January 1 each year. The resident education top up will be an additional \$1.50 per household per year. Please

reference the Curbside Collection (SoW) for additional details.

Thank you.



**Paul Lyons** 

**Director, Collection Operations** 

plyons@circularmaterials.ca 403-991-7795

circularmaterials.ca

Important notice: This email may contain confidential information. If you are not the intended recipient, please advise the sender and delete this message.



#### MASTER SERVICES AGREEMENT

for

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

Number 2024-00-09







#### **Table of Contents**

RECITALS3		
RTICLE 1 INTERPRETATION	ARTICL	
1.1 DEFINITIONS	1.2	
RTICLE 2 TERM 7	ARTICL	
2.1 TERM		
RTICLE 3 SCOPE OF WORK8	ARTICL	
3.1       SERVICE PROVISION	3.2 3.3	
RTICLE 4 REPRESENTATIONS AND WARRANTIES9	ARTICL	
4.1 REPRESENTATIONS AND WARRANTIES		
RTICLE 5 CONTRACTOR MANAGEMENT10	ARTICL	
5.1       RECORD KEEPING AND REPORTING REQUIREMENTS       10         5.2       SUBCONTRACTORS       10         5.3       ACCESS TO THE WORK       11         5.4       CONTINGENCY PLAN       11	5.2 5.3 5.4	
RTICLE 6 COMPENSATION12	ARTICL	
6.1       CANADIAN FUNDS       12         6.2       DOCUMENTATION AND PAYMENT       12         6.3       TAXES       12         6.4       PRICE ADJUSTMENT       13         6.5       MONIES DUE TO CM       13         6.6       OTHER REQUIREMENTS       13         6.7       INTEREST       13         6.8       LIMITED LIABILITIES       13	6.2 6.3 6.4 6.5 6.6 6.7 6.8	
ARTICLE 7 FAILURE TO PERFORM, REMEDIES AND TERMINATION14	ARTIC	
7.1       TIME OF THE ESSENCE.       14         7.2       RESPONSIBILITY FOR DAMAGES/INDEMNIFICATION.       14         7.3       FORCE MAJEURE.       15         7.4       MSA TERMINATION.       17         7.5       REMEDIES.       18         7.6       DISPUTES.       19         7.7       ARBITRATION.       19         7.8       CHOICE OF FORUM.       20	7.2 7.3 7.4 7.5 7.6 7.7 7.8	
ARTICLE 8 STANDARD CONDITIONS20	ARTIC	
8.1       GOVERNING LAW	8.2	



8.4 CONTRACTOR TO MAKE EXAMINATIONS	
8.5 Access to Records	21
8.6 INSURANCE	21
8.7 CHANGES TO MSA	
8.8 CHANGE MANAGEMENT	
8.9 CONFLICTS AND OMISSIONS	
8.10 DUTY TO NOTIFY	
8.11 INTELLECTUAL PROPERTY	25
8.12 CONFIDENTIALITY COVENANT	
8.13 SEVERABILITY	28
8.14 SURVIVAL	
8.15 FURTHER ASSURANCES	
8.16 REVISIONS TO THIS MSA	28
8.17 COUNTERPARTS	28
8.18 NOTICE	29
ARTICLE 9 MSA SCHEDULE	29
9.1 MSA SCHEDULE	29



This Master Services Agreement (this "MSA") is entered into as of \_\_\_\_\_\_("Effective Date")

Between

Summer Village of Silver Sands, a Registered Community, having a place of business at P.O. Box 8, Summer Village of Silver Sands, AB, T0E 0A0 ("Contractor")

And

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

#### RECITALS

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

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

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

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

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

## ARTICLE 1 INTERPRETATION

#### 1.1 <u>Definitions</u>

"Applicable Law" means any federal, provincial, municipal, local, domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any Person (including any Party), property, transaction, activity, event or other matter, which in any way applies to the Work under this MSA or any Party, including any rule, order, judgment, guideline, directive or other requirement or guideline issued by any governmental or regulatory authority. Without limiting the foregoing, Applicable Law shall include the Freedom of Information and Protection of Privacy Act (Alberta).





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

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

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

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

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

"Collection Vehicle" means a vehicle used to perform collection services.

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

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

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

"Effective Date" has the meaning set out above in this MSA.

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

"Hauling Vehicle" means a vehicle used to perform hauling services.

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

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

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





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

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

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

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

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

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

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

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

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

"Residential Premises" has the meaning set out in the Regulation.





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

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

"Subcontractor" means a subcontractor employed by the Contractor pursuant to Section 5.2.

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

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

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

#### 1.2 Interpretation

- (a) Whenever inconsistent in the context, words used in the present tense include the future tense, words in the plural include the singular, words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. Words not defined in Section 1.1 or elsewhere in this MSA shall be given their common and ordinary meaning.
- (b) The words authorized, directed, required, requested, approved, ordered, sanctioned, and satisfactory, unless some other meaning is obvious from the context, shall mean respectively authorized, directed, required, required, approved, or sanctioned by or satisfactory to CM or its appointed representative.
- (c) Where the word "including" or "includes" is used, it means "including (or includes) without limitation".
- (d) The word may in this MSA denotes permissive.
- (e) The words shall and will in this MSA denote imperative.
- (f) Any capitalized term used in this MSA that is not defined in Section 1.1 or elsewhere in this MSA will, if applicable, have the meaning set out in the Regulation or otherwise will have the generally accepted industry or technical meaning given to such term.





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

#### ARTICLE 2 TERM

2.1 Term





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

#### ARTICLE 3 SCOPE OF WORK

#### 3.1 Service Provision

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

#### 3.2 Environmental Attributes

(a) "Environmental Attributes" means the interests or rights arising out of attributes or characteristics relating to the environmental impacts associated with the performance of the Work under this MSA. Any Environmental Attributes resulting from the Work performed under this MSA shall be and remain the sole property of CM for its exclusive use. The Contractor hereby transfers and assigns to, or to the





extent transfer or assignment is not permitted, holds in trust for, CM who thereafter shall retain, all rights, title, and interest in all Environmental Attributes associated with the Work during the term of this MSA, and Contractor shall do all acts necessary to effect the foregoing.

(b) For greater certainty, Section 3.2(a) does not include or apply to any Environmental Attributes arising from activities and operations facilitated by the Contractor's investment prior to the Effective Date or not associated with the Work. Ownership of such Environmental Attributes shall belong solely to the Contractor.

#### 3.3 Labour Disruption

- (a) If there is a lawful or legal strike, lockout, or work slowdown or other lawful or legal labour disruption or job action during the term of this MSA (the "Lawful LD Period"), the Contractor shall, during the Lawful LD Period, conditional on the municipal council's approval of the Contractor's overall labour disruption contingency plan if council approval is required, make best efforts to:
  - (i) Encourage Residential Premises who do not receive collection services because of the Lawful LD Period, to separate and retain their PPP and not place such PPP out for collection during the Lawful LD Period.
  - (ii) Provide continued collection of PPP from Residential Premises that currently receive collection from Subcontractors contracted by the Contractor and to have those Subcontractors deliver PPP collected from those Residential Premises to third party receivers designated by CM where the provision of such continued services will not, in the Contractor's sole discretion, adversely affect the Contractor's labour negotiations.
- (b) If the Contractor's employees engage in an unlawful or illegal strike, lockout, or work slowdown or other unlawful or illegal labour disruption or job action during the term of this MSA (the "Unlawful LD Period") that remains unresolved for a period of 30 calendar days, CM may deem a Material Contractor Default to have occurred.
- (c) Notwithstanding any provision in the MSA to the contrary, during the Lawful LD Period or Unlawful LD Period, as applicable, the Contractor will not invoice CM for the cost of collecting the PPP from Registered Communities that do not receive collection services pursuant to this MSA.
- (d) In the event of a conflict or inconsistency between this Section 3.3 and the Labour Relations Code (Alberta), the Labour Relations Code (Alberta) shall govern and the Contractor shall immediately inform CM.

## ARTICLE 4 REPRESENTATIONS AND WARRANTIES

#### 4.1 Representations and Warranties

Contractor represents and warrants to and covenants with CM that:





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

## ARTICLE 5 CONTRACTOR MANAGEMENT

#### 5.1 Record Keeping and Reporting Requirements

- (a) Through the performance of the Work the Contractor shall prepare, maintain, and deliver records generated in accordance with the provisions of this MSA, including any Statement of Work, which shall include an annual fuel usage report. Such obligations shall apply to all Work, unless otherwise specified in this MSA.
- (b) CM may at any time, and from time to time, waive the requirement to include any particular item in any report in connection with the Work or may reduce the frequency of any report, but in such event shall have the right to reinstate any item and increase the frequency of reporting to the times provided in this MSA.
- (c) For clarity, nothing in this Section 5.1 shall relieve the Contractor from its obligation to execute the Work to completion in accordance with the requirements of this MSA.

#### 5.2 <u>Subcontractors</u>



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

#### 5.3 Access to the Work

- Without limiting the generality of any other provision in this MSA, at all times (a) requested by CM during operating hours upon at least 2 Business Day's notice, the Contractor shall, at no expense to CM, provide CM and its professional advisors, auditors and consultants, and any Person authorized by CM with access to the Work (including the staff performing the Work and the Equipment being used to perform the Work) to monitor, observe and review any Work (including the staff performing the Work and the Equipment being used to perform the Work) being performed, provided that such access is not a health and safety risk to the Contractor's staff, or to CM's personnel, and the Contractor shall, and shall cause the Subcontractors to, provide, and cooperate with CM in providing, such access. The Contractor shall provide access to such Work (including the staff performing the Work and the Equipment being used to perform the Work) whenever and wherever it is in progress and the Contractor shall provide sufficient, safe and proper facilities in respect of such access. Without limiting the generality of the foregoing, during such access, CM may monitor the Work (including the staff performing the Work and the Equipment being used to perform the Work) provided that such monitoring, observing or reviewing of the Contractor's Work or Equipment shall not cause unreasonable delays to the Contractor's performance of the Work.
- (b) If any Work is found by CM, acting reasonably, not to be in accordance with the requirements of this MSA, the Contractor shall, at no expense to CM, make good such defective Work.
- (c) CM, and other parties identified by CM, shall be entitled to use information obtained pursuant to this Section 5.3 for the administration of this MSA and any internal purposes.

#### 5.4 Contingency Plan

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

(a) prepare and present to CM, for review and approval, a contingency plan ("Contingency Plan") as soon as practical, but not later than five (5) Business Days





after the earlier of the Contractor becoming aware of, or CM notifying the Contractor of, Work that is not compliant with the terms of this MSA. Such Contingency Plan shall demonstrate how the Contractor shall address the non-compliant Work and prevent similar non-compliant Work in the future; and

- (b) commence the implementation of the Contingency Plan approved by CM as soon as practical, but not later than within two (2) Business Days of CM approving the Contingency Plan; and
- (c) otherwise take all measures necessary to address the Work that is not compliant with the terms of this MSA.

## ARTICLE 6 COMPENSATION

#### 6.1 Canadian Funds

All amounts in this MSA are in Canadian funds.

#### 6.2 Documentation and Payment

- (a) CM may issue a purchase order in respect of each Statement of Work. Any such purchase order shall be solely for the convenience of CM and, notwithstanding any of the provisions set out in such purchase order, shall not create any binding obligations of either CM or the Contractor or in any way be deemed to supersede or amend this MSA or any Statement of Work or be considered to form part of this MSA or any Statement of Work.
- (b) CM shall pay the Contract Price for the Work performed, in accordance with the requirements of the MSA and each applicable Statement of Work within thirty (30) calendar days of the last day of the previous calendar month.
- (c) For clarity, CM shall have no obligation to make any payments in respect of a calendar month until CM has received all items required from the Contractor in respect of such calendar month pursuant to the provisions of this MSA, including the applicable Statements of Work, and the items are deemed acceptable to CM, acting reasonably.
- (d) Where the Contractor disputes the amount of a payment, the Contractor shall issue a written notice to CM describing the reasons for the disputed amount.
- (e) Price adjustments may be made pursuant to Section 6.4.
- (f) The Contractor shall inform CM of any payment errors that result in overpayment by CM in a timely manner by issuing a written notice informing CM of the credit necessary to correct such error in the next payment or, if the overpayment is in respect of the last payment, by issuing a refund to CM within thirty (30) calendar days.

#### 6.3 Taxes





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

#### 6.4 Price Adjustment

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

#### 6.5 Monies Due to CM

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

#### 6.6 Other Requirements

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

#### 6.7 Interest

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

#### 6.8 Limited Liabilities

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





- (ii) indemnification by the Contractor as set out in Section 7.2(a).
- (c) The total cumulative liability of CM to the Contractor for all Losses and Claims of any kind with respect to this MSA, whether based on tort, negligence, contract, warranty, strict liability or otherwise shall be the total amount of the Contract Price paid to the Contractor for the Work, provided that in the first twelve (12) months after the Effective Date, such total cumulative liability shall be the greater of (i) the total amount of the Contract Price paid to the Contractor for the Work and (ii) CM's reasonable estimate of the Contract Price expected to be paid to the Contractor for the Work during the first twelve (12) months after the Effective Date (the "CM Liability Threshold").

## ARTICLE 7 FAILURE TO PERFORM, REMEDIES AND TERMINATION

#### 7.1 Time of the Essence

- (a) Time shall be of the essence for the performance of the Contractor's obligations under this MSA, including the performance and completion of the Work. The Work shall be delivered within the time promised, failing which CM reserves the right to terminate this MSA, or portion thereof including one or more Statements of Work, in accordance with Section 7.4 without penalty or prejudice to any other right to remedy available to CM.
- (b) In a case that the Contractor fails to perform the Work in accordance with the terms, conditions and specifications of this MSA, including any Statements of Work, CM may give the Contractor notice as a written warning detailing the performance failure.

#### 7.2 Responsibility for Damages/Indemnification

- (a) Contractor Indemnity:
  - (i) The Contractor shall indemnify and hold harmless CM and its officers, directors, employees, agents and representatives (collectively, the "CM Indemnitees") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CM Indemnitees, directly or indirectly arising out of this MSA attributable, wholly or in part, to:
    - bodily injury, sickness, disease or death or to damage to or destruction of tangible property occurring in or on the premises or any part thereof and as a result of activities under this MSA;
    - (ii) any negligent acts or omissions by, or willful misconduct of, the Contractor, its officers, agents, servants, employees, licensees or subcontractors, including failing to exercise the standard of care, skill judgment and diligence required pursuant to Section 4.1(f);
    - (iii) failure to comply with, or breach of, any of the Contractor's obligations under this MSA;





- (iv) damages caused by the Contractor, its officers, agents, servants, employees, licensees or subcontractors, or arising from the execution of the Work, or by reason of the existence or location or condition of Work or any materials, plan or Equipment used thereof or therein, or which may happen by reason of the failure of the Contractor, its officers, agents, servants, employees, licensees or subcontractors to do or perform any or all of the several acts or things required to be done by them under this MSA; or
- (v) any breaches, assessments, fines, penalties, orders or allegations of non-compliance under Applicable Law, including the Regulation, Bylaws or any applicable policy of the Authority directly attributable, in whole or in part, to the acts or omissions of the Contractor, its officers, agents, servants, employees, licensees or subcontractors, except to the extent such assessment is attributable to the negligence, willful misconduct or breach of this MSA by CM.
- (ii) Without limiting the generality of any other provision in this MSA, the Contractor shall indemnify and hold the CM Indemnitees harmless from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the CM Indemnitees attributable to, wholly or in part, any acts or omissions either in negligence or nuisance whether wilful or otherwise by the Contractor, its officers, agents, servants, employees, licensees or subcontractors.
- (iii) Notwithstanding any other provision in this MSA, indemnification by the Contractor pursuant to this Section 7.2(a) shall include claims, demands, actions, suits and other proceeding by Persons against the CM Indemnitees for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, loss profits or revenues or diminution in value.
- (iv) The Contractor acknowledges that CM holds the benefit of any provision in this MSA, including under this Section 7.2(a).

#### (b) CM Indemnity

(i) CM shall indemnify and hold harmless the Contractor, and its respective elected officials, officers, directors, employees, agents and representatives (the "Contractor Indemnitees") from and against any and all Losses and Claims brought against, suffered, sustained or incurred by the Contractor Indemnitees, directly or indirectly arising out of this MSA attributable, wholly or in part, to any grossly negligent acts or omissions by, or willful misconduct of, CM, its officers, agents, servants, employees, licensees or contractors (other than the Contractor).

#### 7.3 Force Majeure





- (a) Subject to Section 7.3(b), "Force Majeure Event" means any event or circumstance beyond the reasonable control of either CM or the Contractor (other than a lack of funds or other financial reason) including the following:
  - (i) Unusually Severe Adverse Weather Conditions; and
  - (ii) riots, war, rebellion, sabotage and atomic or nuclear incidents.
- (b) A Force Majeure Event shall not include the following events or circumstances:
  - (i) weather conditions that are not Unusually Severe Adverse Weather Conditions;
  - (ii) an electricity system outage, unless the electricity system outage affects an entire Registered Community and persists for at least forty-eight (48) hours and is caused by a Force Majeure Event;
  - (iii) unavailability of, or delays in delivery or breakage of, or shortage of, Equipment or materials, unless such unavailability, delays, breakage or shortage are caused by a Force Majeure Event;
  - (iv) the quantity of PPP collected or received differs from the Contractor's expectations;
  - (v) delay or other failure arising out of the nature of the Work to be done, or from any normal difficulties that may be encountered in the performance of the Work, having regard to the nature thereof;
  - (vi) if and to the extent the Party seeking to invoke the Force Majeure Event has caused the applicable Force Majeure Event by its (and, in the case of the Contractor, Subcontractor's) fault or negligence; or
  - (vii) if and to the extent the Party seeking to invoke the Force Majeure Event has failed to use reasonable efforts to prevent or remedy the Force Majeure Event, so far as possible and within a reasonable time period.
- (c) Circumstances relating to Pandemic Conditions shall not be regarded as a Force Majeure Event.
- (d) A Party that experiences a Force Majeure Event shall use all commercially reasonable efforts to end the Force Majeure Event, ensure the effects of the Force Majeure Event are minimized and resume full performance under this MSA.
- (e) In the event that either CM or the Contractor shall be unable to fulfil, or shall be delayed, or shall be prevented from the fulfilment of, its obligation under this MSA by reason of a Force Majeure Event, then either Party shall forthwith notify the other in writing and CM shall:





- terminate this MSA or any affected Statements of Work as soon as reasonably practicable in writing and without any further payments being made;
- (ii) perform, or engage others to perform, the obligations under this MSA that are impacted by the Force Majeure Event; and/or
- (iii) authorize the Contractor to continue the performance of this MSA in writing with such adjustments and/or amendments as required by the existence of the Force Majeure Event and as agreed upon by both Parties acting reasonably. If the Parties cannot agree upon the adjustments and/or amendments, it is agreed by the Parties that this MSA shall be immediately terminated with no further obligations by either Party.
- (f) For clarity, the Contractor shall not be entitled to be paid for obligations under this MSA that it does not perform as a result of a Force Majeure Event.
- (g) For the purposes of clarification and notwithstanding any other provision in this MSA, the Contractor shall be solely responsible for maintaining all Work, including collection services, as applicable, in all circumstances that are not Force Majeure Events, in compliance with the requirements of this MSA.

#### 7.4 MSA Termination

- (a) Any termination of this MSA or termination of the Contractor's right to perform the Work (or any part thereof) by CM shall be without prejudice to any other rights or remedies CM may have.
- (b) Without prejudice to any other right or remedy CM may have under this MSA, CM may terminate this MSA, or any Statements of Work, or terminate the Contractor's right to perform the Work (or any part thereof) as follows:
  - notwithstanding any other section of this MSA, if there is a Legislative Change, immediately, upon written notice being provided to the Contractor;
  - (ii) if there is a Material Contractor Default, immediately, upon written notice being provided to the Contractor;
  - (iii) if there is a Contractor Default and the Contractor has failed to cure such Contractor Default within fifteen (15) Business Days after receipt of notice of such Contractor Default, or within the time specified in a Contingency Plan approved by CM in accordance with Section 5.4, or within such other time as mutually agreed between the Parties, immediately, upon written notice being provided to the Contractor; and
  - (iv) if the Parties cannot agree upon a Change Order, immediately, upon written notice being provided to the Contractor. Without limiting the generality of the foregoing, CM may exercise the right of termination provided for in this Section 7.4(b)(iv), if the Parties cannot agree upon a Change Order in respect of a Communications pursuant to Section 8.16.





- (c) If CM terminates this MSA or any Statement of Work as noted above, CM is entitled to:
  - (i) Take possession immediately of all the PPP;
  - (ii) Withhold any further payments to the Contractor until the completion of the Work; and
  - (iii) Recover from the Contractor, any loss, damage, and expense incurred by CM by reason of the Contractor's default under Sections 7.4(b)(ii) or 7.4(b)(iii), which may be deducted from any monies due, or becoming due, to the Contractor.
- (d) For clarity, if CM terminates this MSA or any Statement of Work because of a Legislative Change or pursuant to Section 7.4(b)(iv), then, subject to the other provisions of this MSA, CM shall only be required to pay the Contractor for the Work performed prior to the date of termination, less any amounts already paid for Work performed, and not for lost profits.
- (e) The Contractor may terminate this MSA, or any Statements of Work, as follows:
  - (i) without cause at any time, upon eighteen (18) months' written notice being provided to CM;
  - (ii) for non-payment of undisputed amounts due and payable under this MSA, if CM has failed to cure such non-payment within sixty (60) days after receipt of a notice of non-payment, the Contractor may terminate this MSA with thirty (30) days' notice; and
  - (iii) for breach of CM's confidentiality obligations under Section 8.12 of this MSA, if CM has failed to cure such breach of confidentiality within sixty (60) days after receipt of a notice of such breach, the Contractor may terminate this MSA with thirty (30) days' notice.

#### 7.5 Remedies

- (a) The rights and remedies of CM as set forth in any provision of this MSA, including Section 7.4, shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or otherwise.
- (b) The exercise of any remedy provided by this MSA does not relieve the Contractor from any liability remaining under this MSA.
- (c) CM may take such steps as it considers necessary to remedy any breach of contract and any damages or expenditures thereby incurred by CM plus a reasonable allowance for overhead may be collected by deduction or set-off pursuant to Section 7.4(c).
- (d) No waiver of any right or obligation of either Party hereto shall be effective unless in writing, specifying such waiver, and executed by the Party against whom such





waiver is sought to be enforced. Except as otherwise set forth in this MSA, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this MSA shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. A waiver by either Party of any of its rights under this MSA on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

#### 7.6 Disputes

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

#### 7.7 Arbitration

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





- (f) The arbitrator, or arbitral tribunal, will apportion the costs of the arbitration to the Parties.
- (g) The Contractor shall be deemed to abandon the matter if no arbitrator has been appointed within six (6) months of CM's receipt of the notice specified in Section 7.7(b).
- (h) No matter may be submitted to arbitration except in accordance with the above provisions.

#### 7.8 Choice of Forum

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

## ARTICLE 8 STANDARD CONDITIONS

#### 8.1 Governing Law

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

#### 8.2 Compliance with Laws and Permits

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

#### 8.3 Assignment

This MSA enures to the benefit of and is binding upon the Contractor and CM and their successors and permitted assigns. The Contractor shall not assign, transfer (including a change in control of Contractor), convey or otherwise dispose of this MSA, including any





rights or obligations under this MSA, or its power to execute such MSA, without the prior written consent of CM.

### 8.4 Contractor to Make Examinations

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

#### 8.5 Access to Records

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

#### 8.6 Insurance

(a) Each of Contractor and CM shall comply with the insurance obligations set out in Schedule B.

#### 8.7 Changes to MSA

(a) Changes to this MSA, including any Statement of Work, may only be made in writing signed by duly authorized representatives of both Parties.





(b) No Party shall have any obligation with respect to the implementation of a Change Order unless or until the Parties have reached agreement in writing and the Parties have entered into a Statement of Work in respect of such change.

## 8.8 Change Management

- (a) CM shall be entitled to propose changes, alterations and/or amendments to the Work including removing all or a portion of the Work under any Statements of Work. If CM deems it prudent to require a change in the Work, CM shall notify the Contractor of the proposed change in the Work in writing ("Change Notice").
- (b) A Change Notice shall describe the change in the Work in sufficient detail to enable the Contractor to calculate and provide a change in cost estimate (the "Cost Estimate"), if any. The Contractor agrees that the Cost Estimate shall be provided in writing to CM within a period of fifteen (15) Business Days or other timeline agreed to with CM in writing from the date of receipt of the Change Notice.
- (c) The Cost Estimate shall include but is not limited to the following as it relates to the change in Work:
  - A comment on whether relief from compliance with Contractor's obligations under this MSA is required;
  - (ii) Any impact on Contractor's ability to meet its obligations and the terms and conditions set out in this MSA;
  - (iii) Any amendment that may be required to be made to the terms and/or conditions of this MSA; and
  - (iv) Any change in the Contractor's costs.
- (d) As soon as practicable after CM receives the Cost Estimate, the Parties shall act in good faith to resolve the issues set out in the Cost Estimate and Change Notice, including providing evidence that the Contractor has used best efforts, such as (where practicable) the use of competitive quotes with its subcontractors to minimize any increase in costs and maximize any reduction in costs, demonstrating that any expenditure to be incurred or avoided has been determined in a cost effective manner, and any other evidence deemed appropriate by the Contractor and CM, acting reasonably.
- (e) If the Contractor does not intend to use its own resources to implement any change in the Work, subject to prior written approval of CM, the Contractor may subcontract the required resources with the objective of ensuring that it obtains best value for money when procuring any Work, services, supplies, materials, or equipment required in relation to the change in the Work.
- (f) If the Parties agree to the Cost Estimate and Change Notice, as may be modified, amended or altered by the Parties, the Parties shall document the applicable changes to the Statement of Work ("Change Order") in respect of such modified, amended or altered Cost Estimate and Change Notice within five (5) Business Days



after the Contractor receives confirmation from CM that such Cost Estimate and Change Notice are accepted. For clarity, the Cost Estimate and Change Notice shall not be implemented, unless and until, the Parties have entered into a Change Order in respect of such Cost Estimate and Change Notice.

- (g) Any change in the Work that causes, or is expected to cause, the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit to the Contractor with the expectation and understanding that CM will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. If such an understanding cannot be reached, the Parties agree to resolve the difference through the dispute resolution provisions set out in this MSA.
- (h) Contractor's Proposed Change in the Work:
  - (i) If the Contractor seeks to propose a change in the Work in accordance with an express entitlement in this MSA, it must notify CM in writing. The Contractor, in proposing a change in the Work, agrees to provide CM with the following information and details in writing:
    - (i) A description of the proposed change in the Work in sufficient detail, to enable CM to evaluate it in full;
    - (ii) Reasons in support of the Contractor's proposed change in Work;
    - (iii) Set out the details and implications of the change in the Work, including any anticipated change in the costs of providing the Work by the Contractor;
    - (iv) Indicate whether a variation to the Contract Price is proposed (and, if so, provide a detailed Cost Estimate of such proposed change); and
    - (v) Identify an appropriate timeframe for the implementation of the change in Work.
  - (ii) CM agrees that it shall, in a timely manner, and in any event no later than fifteen (15) Business Days, evaluate the Contractor's proposed change in the Work, considering all relevant issues, including whether:
    - (i) A change in the Contract Price will occur;
    - (ii) The change affects the quality of the Work or the likelihood of successful delivery of the amended Work;
    - (iii) The change will interfere with any relationship of CM with third parties;
    - (iv) The financial strength of the Contractor is sufficient to perform the change; and





- (v) The change materially affects the risks or costs to which CM is exposed.
- (iii) If CM accepts the Contractor's proposed change in the Work, the change in the Work shall be set out in a Change Order documenting all changes to the scope of Work and/or terms and conditions of this MSA. Where CM accepts the Contractor's change proposal CM shall notify the Contractor in a timely manner.
- (iv) If CM rejects the Contractor's change proposal, CM shall provide written reasons outlining the basis upon which the change in Work is not accepted by CM.
- (v) Unless CM specifically agrees to an increase in the Contract Price in writing, there shall be no increase in price because of a change in the Work proposed by the Contractor.
- (vi) Any change in the Work proposed by the Contractor that causes or that is expected to cause the Contractor's costs or any subcontractor's costs to decrease shall be treated as a benefit with expectation that CM will also realize a proportional financial benefit in an amount to be negotiated in good faith between the Parties. The Parties agree to take all reasonable steps to negotiate the proportional financial benefit in good faith, failing which the Parties agree to resolve the difference through the dispute resolution provisions set out in this MSA.
- (i) Except as specifically confirmed in writing by the Parties in accordance with this Section 8.8, all Work shall remain unaltered and shall be performed in accordance with the terms and conditions of this MSA.

#### 8.9 Conflicts and Omissions

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

## 8.10 Duty to Notify

(a) As may be further specified in a Statement of Work, if the Contractor becomes aware of any problem and/or condition which may adversely affect the performance of the Work, or the ability of the Contractor to conform with any requirements for the term of this MSA, then the Contractor shall immediately after becoming aware of same, notify CM, in writing, of such occurrence and of the nature of the relevant problem



or condition in sufficient detail to permit CM to understand the nature and scope thereof. In any event, the Contractor will provide such written progress reports to CM as reasonably requested by CM but not less frequently than monthly unless otherwise agreed to in writing by CM.

(b) The Contractor shall have the appropriate crisis management protocols and procedures in place to manage an operational, reputational, or other crisis related incident and share these plans with CM upon the execution of this MSA. CM will review such plans and may request modification to ensure alignment within its crisis management protocols and procedures.

#### 8.11 Intellectual Property

- (a) Subject to Sections 8.11(b) or 8.11(c) of this MSA, all Collection Data (including any Intellectual Property Rights residing therein) obtained by or made available to the Contractor in connection with this MSA (collectively, "Documentation") are the property of CM or such other entity as identified by CM, and the Contractor shall use such Documentation only as is necessary to perform the Work in accordance with this MSA or as necessary for internal operational, planning, or policy purposes and abiding by any regulatory requirements.
- (b) Notwithstanding any other provisions in Section 8.11, the Documentation that is subject to disclosure obligations or requirements to safeguard personal information for privacy purposes under the *Freedom of Information and Protection of Privacy Act* (Alberta), an administrative or court order, and Documentation the content of which was ordinarily disclosed by the Contractor to the public in the normal course of its operations before the Effective Date, does not become part of the property of CM pursuant to Section 8.11. Where the Contractor is complying with any of the Applicable Law indicated in this Section 8.11(b), the Contractor shall not be considered to be breaching this MSA.
- (c) CM acknowledges and agrees that any Documentation, regardless of whether the property of CM pursuant to Section 8.11(a), may be a record for which the Contractor may have record retention and record destruction obligations pursuant to Applicable Law. Where such requirements imposed on the Contractor conflict with requirements that CM may have with respect to the same Documentation, the Contractor shall not be considered to be breaching this MSA, and the Parties will cooperate fully in resolving the matter.
- (d) Title to and all property right, title and interest in the Documentation and all Intellectual Property Rights in the Work, including all Intellectual Property Rights and personal property rights in or to the foregoing, shall transfer and are hereby assigned to CM free and clear of all encumbrances upon CM making any payment in accordance with this MSA which is attributable, either in whole or in part, to the relevant Work.
- (e) The Contractor acknowledges and agrees that CM shall have full ownership of all personal property rights and Intellectual Property Rights in any and all Documentation and all Intellectual Property Rights in the Work in accordance with the terms of this MSA.





- (f) The Contractor hereby waives all rights, including any and all moral rights, in and to the Work and Documentation and shall obtain such waivers from all applicable personnel of the Contractor. Where applicable, the Contractor shall endeavor to obtain from all of the subcontractors and personnel of the Contractor the rights and waivers necessary to transfer the ownership of the Work and Documentation (including any Intellectual Property Rights therein or related thereto) to CM.
- (g) Subject to the terms and conditions of this MSA, the Contractor acknowledges and agrees that CM shall be entitled to fully exploit the Work and Documentation without restriction, and CM acknowledges and agrees that the Contractor shall be entitled to use the Documentation in accordance with the Contractor's obligations under Applicable Law as set out in Section 8.11(b) and 8.11(c). To the extent the Contractor owns or possesses any Intellectual Property Rights required for full exploitation of the Work or Documentation, the Contractor hereby grants to CM a worldwide, exclusive, royalty-free, fully paid-up, transferable (to successors and assigns, including as a result of the acquisition of all or substantially all of the shares or assets of CM, or if required by law), license under such Intellectual Property Rights to fully exploit the Work and Documentation. The Contractor shall enable CM to fully exploit the Work and Documentation and any component thereof and to enjoy the full exercise of the rights conferred under this Section 8.11, including by, at CM's request, making available or delivering to CM where feasible as determined by the Contractor such technology (including software and data) in the Contractor's possession, custody or control as is required for CM to exploit the Work and Documentation.

#### 8.12 Confidentiality Covenant

- Confidential Information means information of or relating to a Party (the "Disclosing (a) Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and has or will come into the possession or knowledge of the other Party (the "Receiving Party") whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other investigations by the Receiving Party. Without limiting the foregoing, Confidential Information includes all technical, financial and business information, ideas, concepts or know-how, or relating to Work performance and Work delivery and the terms of this MSA. Confidential Information does not include information that: (i) was already known to the Receiving Party, without obligation to keep it confidential, at the time of its receipt from the Disclosing Party; or (ii) is or becomes available to the public other than as a result of a breach hereof by the Receiving Party; provided that the foregoing exceptions will not apply with respect to any personal information that is subject to privacy laws ("Confidential Information").
- (b) The Receiving Party shall:
  - take all measures reasonably required to maintain the confidentiality and security of the Confidential Information of the Disclosing Party;





- (ii) not use or reproduce Confidential Information for any purpose, other than as reasonably required to exercise or perform its rights or obligations under this MSA;
- (iii) not disclose any Confidential Information other than to employees, agents or subcontractors of the Receiving Party ("Representatives") to the extent, and only to the extent, they have a need to know the Confidential Information in order for Receiving Party to exercise its rights or perform its obligations under this MSA and who are bound by a legal obligation to protect the received Confidential Information from unauthorized use or disclosure; and
- (iv) be responsible for any breach of this MSA by any of its Representatives.
- (c) Notwithstanding the above, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by Applicable Law, provided that, unless prohibited by Applicable Law, the Receiving Party gives the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure.
- (d) Upon expiry or termination of this MSA, or upon request by the Disclosing Party, the Receiving Party will return to the Disclosing Party, or irrecoverably destroy, any Confidential Information of the Disclosing Party.
- Contractor will not access, collect, use, disclose, dispose of or otherwise handle (e) information of or about individuals that is subject to Applicable Law relating to privacy ("Privacy Laws") in the performance of its obligations under this MSA, except: (i) to the extent necessary to perform the Work; (ii) in accordance with all Privacy Laws; and (iii) in a manner that enables CM to comply with all Privacy Laws, including that the Contractor will obtain appropriate consents from the applicable individuals to allow Contractor and CM to exercise their rights and to perform their obligations under this MSA as they relate to such information. Unless prohibited by Applicable Law, Contractor will immediately notify CM of any demand, or request by a third party (including any government or a regulatory authority) for the disclosure of any information of CM which is subject to Privacy Laws, and, to the maximum extent permitted by Applicable Law, will oppose, seek judicial relief of and appeal any such demand or request. Contractor will immediately notify CM if Contractor becomes aware that Contractor has failed to comply with Privacy Laws in connection with of this MSA.
- (f) Each Party agrees and acknowledges that any violation of this Section 8.12 may cause irreparable injury to the other Party and that, in addition to any other remedies that may be available (in law, in equity or otherwise), the injured Party shall be entitled to seek an injunction, specific performance or other equitable relief against the threatened breach of this Section 8.12 or the continuation of any such breach, without the necessity of proving actual damages or posting any bond or other security.





### 8.13 Severability

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

#### 8.14 Survival

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

### 8.15 Further Assurances

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

#### 8.16 Revisions to this MSA

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

#### 8.17 Counterparts

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





#### 8.18 Notice

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

#### To CM:

Circular Materials
1 St. Clair Avenue West, Suite 700
Toronto, ON M4V 1K6
Attention: Managing Director – Alberta
Email: procurement@circularmaterials.ca

#### To Contractor:

Summer Village of Silver Sands
P.O. Box 8
Summer Village of Silver Sands, AB TOE 0A0
Attention: Assistant CAO/Administration
Email: administration@wildwillowenterprises.com

## ARTICLE 9 MSA SCHEDULE

#### 9.1 MSA Schedule

Attached to and forming an integral part of this MSA are:

- Schedule A Statement(s) of Work
- Schedule B Insurance Requirements





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

Name: Wendy Wildman
Title: CAO
Name:
Title:
We have authority to bind the Contractor.
Circular Materials
Name: Allen Langdon
Title: CEO
I have authority to bind CM.

**Summer Village of Silver Sands** 



## Schedule A - Statements of Work

Note: See attached





### Schedule B - Insurance Requirements

- (a) The Contractor shall, at its own expense, obtain and maintain the following insurance coverage:
  - (i) throughout the term of this MSA:
    - A. Commercial general liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars per each occurrence, five million (\$5,000,000) dollars general aggregate and a two million (\$2,000,000) dollars products-completed operations aggregate limit. Where Contractor is a local government, Contractor may self-insure for equivalent or better coverage (in which case Contractor will respond to all claims, actions, demands, expenses and losses by whomsoever made in the same manner as if commercial Comprehensive General Liability insurance was purchased for same and as if CM were included in such policy as an additional insured). Such policy shall have a deductible not exceeding \$100,000 per occurrence, or, where contractor is unable to obtain a deductible not exceeding \$100,000 per occurrence, CM may, in its sole discretion approve a higher deductible amount. The commercial general liability policy is to contain, or be endorsed to contain, the following provisions:
      - (i) The policy shall include CM as an additional insured with respect to the Contractor's operations, acts and omissions relating to its obligations under this MSA, such policy to include non-owned automobile liability, bodily injury, property damage, contractual liability, owners and contractors protective, products and completed operations, contingent employers' liability, cross liability and severability of interest clauses;
      - (ii) The Contractor's insurance coverage shall be the primary insurance with respect to CM and its officers, directors, employees, agents and representatives. Any insurance, selfinsurance, or insurance pool coverage maintained by CM shall be more than the Contractor's insurance and shall not contribute with it; and
      - (iii) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
    - B. For all statements of work involving depots, "all risks" property insurance in amounts sufficient to fully cover, on a replacement cost basis without deduction for depreciation, any building in which the Work is being performed (including all depots, if any) and the Equipment contained therein and all other property owned by the Contractor or by others located therein including equipment, furniture and fixtures. Such insurance shall provide for a waiver of subrogation in favour of CM.





- (b) if applicable, during any period in which Work is being performed under a Curbside Collection Statement of Work or Depot Operations and Transfer Statement of Work or Depot Operations, Transfer and Processing Statement of Work, Automobile liability insurance for an amount not less than five million (\$5,000,000) dollars per occurrence on forms meeting statutory requirements covering all owned, nonowned, operated, hired, and leased vehicles used in the execution of this MSA. The policy shall be endorsed to provide contractual liability coverage;
- (c) if applicable, during any period in which Work is being performed under a Curbside Collection Statement of Work or Depot Operations, Transfer and Processing Statement of Work, Sudden and Accidental Pollution Liability Insurance covering the Work and services described in this MSA including coverage for loss or claims arising from contamination to third party property damage, bodily injury, cleanup costs and legal defense during the execution of this MSA. Such policy shall provide coverage for an amount not less than two million (\$2,000,000) dollars;
- (d) If applicable, during any period in which Work is being performed under a Depot Operations Statement of Work or Depot Operations and Transfer Statement of Work, Contractor will seek advice and obtain any necessary environmental impairment liability insurance or other such policy as may be recommended by their insurance broker or legal counsel to adequately protect against risks of environmental liability, with typical environmental impairment liability insurance for the Services having a limit of not less than \$1,000,000 (one million dollars) per occurrence with a deductible not greater than \$100,000 (for clarity, neither the amount nor type of environmental impairment liability insurance obtained by Contractor will in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement);
- (e) Policies for the above must be kept continuous throughout the term of the applicable SOW. If any of the above policies are being cancelled, the Contractor shall notify CM in writing at least thirty (30) calendar days prior to the effective date of cancellation. The Contractor shall provide proof of renewal or replacement of any other policies of insurance, on or before the expiry date, at the request of CM. CM reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as CM may reasonably require.
- (f) The Contractor shall not commence Work until documentation evidencing the insurance requirements of the Contractor, has been filed and accepted by CM. The documentation shall be certificates of insurance if purchased from a third party or evidence of self-insurance if applicable.
- (g) All coverages for Subcontractors shall be subject to the same insurance requirements as stated herein for the Contractor. Where the Contractor engages a Subcontractor to perform all Work identified in this Agreement or SOW, the Subcontractor shall be solely responsible for obtaining and maintaining the insurance coverage specified in this Schedule B. The Contractor will not be required to obtain or maintain this coverage. The Contractor and CM shall be included as additional insureds on the Subcontractor's insurance policy.



### **SCHEDULE A**

### STATEMENT OF WORK FOR COMMUNITY CURBSIDE COLLECTION

for

## MASTER SERVICES AGREEMENT

Number 2024-00-09





STATEMEN	T OF WORK	1
EXHIBIT 1: S	SCOPE OF WORK AND OTHER PROVISIONS	4
Article 1 De	finitions	4
1.1	Definitions	4
Article 2 Sc	ope of Collection Services	6
2.1	Scope of Collection Services	6
Article 3 Se	rvice Provision	
3.1	Set-Out Location	
3.2	Addition or Removal of Residential Premises	
3.3	PPP to be Collected	
3.4	Collection Containers	
3.5	Non-Compliance	
3.6	Unloading PPP	
3.7	Working Days and Hours of Operation for the Collection Services	
3.8	Missed Collections	9
3.9	Customer Service and Management	
3.10	Promotion and Education	11
Article 4 Re	ecord Keeping and Reporting Requirements	12
4.1	Record Keeping and Reporting Requirements	12
Article 5 Do	ocumentation and Payment	14
5.1	Documentation and Payment	14
EXHIBIT 2:	SINGLE-FAMILY DWELLINGS and MULTIPLE-FAMILY DWELLING STOPS	15
ЕХНІВІТ 3:	MULTIPLE-FAMILY DWELLINGS	16
EXHIBIT 4:	PPP TO BE COLLECTED	17
EVHIRIT 5.	COMPENSATION	18



#### STATEMENT OF WORK

#### STATEMENT OF WORK NUMBER: 01

This statement of work ("Statement of Work") is incorporated	into and forms part of the Master
Services Agreement ("MSA"), made as of	between Summer Village of Silver
Sands a Registered Community having a place of business at F	
Sands, AB, TOE OAO ("Contractor") and Circular Materials, a	
having a place of business at 1 St. Clair Avenue West, Suite 700	, Toronto, ON, M4V 1K6 (" <b>CM</b> ", and
with the Contractor, each a "Party" and collectively the "Pa	arties"), with an effective date of
(the "Statement of Work Effective Date").	

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

- 1. Beginning on the Service Commencement Date, the Contractor shall perform the Work required by this Statement of Work, including collecting PPP, and delivering the PPP to a Receiving Facility, for all Residential Premises located within the applicable Registered Community(ies) listed in Exhibit 2 and Exhibit 3. For clarity, the Contractor shall perform the Work required by this Statement of Work for all Residential Premises located within a Registered Community listed in Exhibit 2 and Exhibit 3 on the applicable Service Commencement Date, even if such Residential Premises is not included in the number of Single-Family Dwellings or Multiple-Family Dwellings listed in Exhibit 2 or Exhibit 3 respectively.
- 2. The Work under this Statement of Work shall include all the Contractor's other obligations under the MSA.
- 3. The period during which the Work required by this Statement of Work is to be performed is from the Service Commencement Date, until September 30<sup>th</sup>, 2026. Pursuant to Section 2.1(b) of the MSA, CM and the Contractor may, by Change Order, extend this Statement of Work for up to three (3) further periods of one (1) year each. The initial term and any such additional term or terms are herein referred to as the "SOW Term".
- 4. The full compensation for the Work under this Statement of Work shall be as set forth in Exhibit 5, which excludes applicable taxes. Applicable taxes are payable by CM to the Contractor on the price of the Statement of Work.
- 5. In the event of the termination of the MSA in accordance with Section 7.4 of the MSA, CM shall only pay for the Work authorized by this Statement of Work which is performed prior to the termination date. For the purposes of clarity, CM shall not be liable to make any other payments in connection with this Statement of Work resulting from such termination of the MSA.
- Capitalized terms not defined in this Statement of Work shall have the meaning set out in the MSA.
- 7. Attached and forming an integral part of this Statement of Work are the following exhibits:
  - Exhibit 1 Scope of Work and Other Provisions;
  - ii. Exhibit 2 Single-Family Dwelling and Multiple-Family Dwelling Stops;
  - Exhibit 3 Multiple-Family Dwellings;
  - iv. Exhibit 4 PPP to be Collected; and



v. Exhibit 5 - Compensation.

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**Summer Village of Silver Sands** 

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

	Name: Wendy Wildman
	Title: CAO
Зу:	-
	Name:
	Title:
	We have authority to bind the Contractor.
irc	ular Materials
y:	
	Name: Allen Langdon
	Title: CEO



### **EXHIBIT 1: SCOPE OF WORK AND OTHER PROVISIONS**

## ARTICLE 1 DEFINITIONS

#### 1.1 Definitions

"Collection Services" means the Work required by this Statement of Work, which is the collection of PPP from Residential Premises listed in Exhibit 2 and Exhibit 3 located within a Registered Community and delivery of the collected PPP to a Receiving Facility.

"Container Stream" has the meaning set out in Section 3.3(f)(ii) of Exhibit 1 to this Statement of Work.

"Customer" means residents of Residential Premises within the Registered Community.

"Fibre Stream" has the meaning set out in Section 3.3(f) of Exhibit 1 to this Statement of Work.

"Hazardous Waste" means a hazardous and special product as set out in the Regulation.

"Multiple-Family Dwellings" means, collectively, (i) Multiple-Family Dwellings as defined in the Regulation, and (ii) sources agreed by the Parties to be Multiple-Family Dwellings for the purposes of the MSA (including the sources referred to in Exhibit 3).

"New Residential Premises" means new Residential Premises as agreed to by the Parties for the purposes of the MSA.

"Non-Compliance" means PPP set out incorrectly, inappropriately, or improperly prepared including the following reasons:

- (i) container contains Out-of-Scope Material;
- (ii) PPP not properly sorted;
- (iii) recycling container is not suitable; or
- (iv) cardboard is oversized.

"Out-of-Scope Material" means material which is not PPP.

"Receiving Facility" or "RF" means any facility that accepts PPP from a collection contractor acting on behalf of CM.

"Residential Premises" means Single-Family Dwellings and Multiple-Family Dwellings but does not include institutional accommodations or visitor accommodations.

"Service Commencement Date" means the date of April 1st, 2025, on which Collection Services will begin in a Registered Community.

"Single-Family Dwellings" means, collectively, (i) Single-Family Dwellings as defined in the Regulation, and (ii) sources agreed by the Parties to be Single-Family Dwellings for the purposes of the MSA (including the sources referred to in Exhibit 2).

"Single Stream" means Fibre Stream and Container Stream materials combined.

"SOW Term" has the meaning set out in the recitals to this Statement of Work.



"Statement of Work Effective Date" has the meaning set out in the recitals to this Statement of Work.

"Stops" means, collectively, the number of Single-Family Dwellings and Multiple-Family Dwellings.

"Two Stream" means Fibre Stream and Container Stream materials kept separate.

"Valuation Type" or "Valtype" means the source of PPP, including Single-Family Dwellings and Multiple-Family Dwellings. The Valtype shall be recorded on weigh scale tickets.



# ARTICLE 2 SCOPE OF COLLECTION SERVICES

## 2.1 Scope of Collection Services

- (a) The Contractor shall provide Collection Services in accordance with the service level requirements as denoted in Exhibit 2 and Exhibit 3.
- (b) The Collection Services include:
  - (i) picking up PPP from Residential Premises in the Registered Community(ies);
  - (ii) Collection Vehicle compacting to a maximum compaction rate of 2.5:1;
  - (iii) unless otherwise agreed to by the Parties, delivery of collected PPP to a Receiving Facility and unloading by material stream; and
  - (iv) for New Residential Premises which did not receive Collection Services prior to the Service Commencement Date, the Contractor shall provide Collection Services in a manner meeting or exceeding the standard, level, scope, and quality of Collection Services a similar Residential Premises received immediately prior to the Service Commencement Date and that complies with the terms of the MSA and this Statement of Work.
- (c) Without limiting the generality of the foregoing, the Collection Services shall meet the applicable requirements of sections 16, 17, 18 and 19 of the Regulation.
- (d) The Contractor shall retain responsibility for, and control of, PPP from the point of collection through to delivery to a Receiving Facility.
- (e) CM shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Statement of Work against third party violators, including but not limited to seeking injunctive relief.



## ARTICLE 3 SERVICE PROVISION

#### 3.1 Set-Out Location

- (a) The Contractor shall provide Collection Services for PPP from all Residential Premises listed in Exhibit 2 and Exhibit 3.
- (b) The Contractor shall work with Multiple-Family Dwellings to determine the optimal setout location of the recycling for collection on the scheduled collection day, which best meets the needs of the Residential Premises and the Contractor.

#### 3.2 Addition or Removal of Residential Premises

(a) Notwithstanding Section 8.8 of the MSA, CM and the Contractor may make changes of a minor nature to this Statement of Work to add New Residential Premises, or remove existing Residential Premises, and make related revisions to the relevant exhibits, by amendment. If CM considers, in its sole discretion, such proposed changes to be of a material nature, the change management process of Section 8.8 of the MSA shall apply.

#### 3.3 PPP to be Collected

- (a) The Contractor will collect the PPP listed in Exhibit 4 placed in containers (including both Contractor-provided and customer-owned containers) from Residential Premises.
- (b) The Contractor will not scavenge, or permit its employees or Subcontractors to scavenge, any PPP which has been set out for collection during Contractor's performance of the Work.
- (c) The Contractor will use best efforts to reduce the quantity of Out-of-Scope Material in collected PPP to no more than four per cent (4%) by weight.
- (d) If the average amount of Out-of-Scope Material collected from Residential Premises in any rolling six (6) month period exceeds four per cent (4%) the Contractor will, within ninety (90) calendar days, prepare and submit to CM a plan including the identification of sources of Out-of-Scope Material and strategies and supporting measures to mitigate the amounts of Out-of-Scope Material. The Contractor will implement the plan and provide quarterly reporting to CM detailing the progress and outcomes of the plan. If improvement does not occur within ninety (90) calendar days after the start of plan execution, based on composition data provided by CM through their audit protocol, the Contractor will work with CM to establish additional changes and to adopt best practices recommended by CM.
- (e) The Contractor may not collect, and collected PPP may not contain, packaging containing Hazardous Waste.
- (f) Exhibit 4 details the list of PPP to be collected from Residential Premises in the registered communities outlined in Exhibits 2 and 3. Where a Registered Community receives collection in Two Streams, the streams are as follows unless otherwise listed in Exhibit 4:
  - (i) Fibre Stream Paper products and the following types of paper packaging:
    - kraft paper carry-out bags;



- kraft paper non-laminated;
- · corrugated cardboard; and
- boxboard and other paper packaging.
- (ii) Container Stream Plastic packaging, metal packaging, glass packaging, and the following types of paper packaging:
  - gable top containers; and
  - aseptic containers.

#### 3.4 Collection Containers

(a) Should the Community utilize standardized collection containers (i.e. boxes, bins or carts for residential collection), the Contractor is responsible for replacing a damaged or missing collection container when requested by a Residential Premises or CM, within one week of notification.

## 3.5 Non-Compliance

(a) If the Contractor visually identifies Non-Compliance in PPP set out for collection, the Contractor shall place in a prominent location a non-compliance notification tag identifying the specific problem(s) and reason(s) for Non-Compliance.

## 3.6 Unloading PPP

- (a) The location(s) of the Receiving Facility(ies) for each Registered Community will be provided by CM no later than ninety (90) calendar days prior to the Service Commencement Date.
- (b) Contractor will deliver all collected PPP to the Receiving Facility identified by CM. The Contractor will not release PPP to anyone other than the Receiving Facility identified by CM or dispose of any collected PPP without prior written authorization from CM.
- (c) The Contractor will have access to a Receiving Facility located not more than 50 kilometers driving distance from the Registered Community's service area boundary at the point of least distance to such Receiving Facility. If locating a Receiving Facility within such distance is not feasible, the Parties shall negotiate, acting reasonably, an adjustment to Exhibit 5 to reflect the cost of transporting the collected PPP to the available Receiving Facility.
- (d) Delivery to a Receiving Facility shall adhere to the following steps:
  - (i) The inbound Collection Vehicle shall pass over the weigh scale without exception. The operator of the Collection Vehicle must provide information ensuring a weigh scale ticket with all required data can be generated, in accordance with Section 4.1 of this Exhibit 1.
  - (ii) The Collection Vehicle shall go to the designated tipping floor area of the Receiving Facility.
  - (iii) If the Collection Vehicle contains Fibre Stream and Container Stream, each stream must be deposited into the appropriate tipping floor area.
  - (iv) A Collection Vehicle operator must take instruction from the tipping floor supervisor and only empty when permitted.

- (e) Collection Vehicles will be directed to return to the weigh scale after emptying the first compartment to get a split weight. After split weighing, a Collection Vehicle will return to the tipping floor area for the second compartment and empty the contents of the Collection Vehicle. The Collection Vehicle will then return to the weigh scale to obtain a tare weight.
- (f) If the Collection Vehicle experiences a bulkhead failure, the Collection Vehicle operator shall work with the tipping floor supervisor to separate the material from each compartment.
- (g) The Collection Vehicle must empty on every trip to the Receiving Facility. The Collection Vehicle operator must ensure each compartment is completely emptied before moving to the next tipping floor area and before leaving the property. Where the Collection Vehicle has two compartments, the Collection Vehicle operator shall not clean out the Collection Vehicle in a manner which causes or may cause the Fibre Stream materials to be commingled with the Container Stream materials or vice versa.
- (h) Every Collection Vehicle must have a tare weight taken once every two months without exception. To alleviate the potential for backup and delays on the weigh scale, tare weight timing will be staggered.
- (i) In the event the designated Receiving Facility is unable to accept PPP from a Collection Vehicle, the Contractor shall immediately notify CM and the Collection Vehicle shall proceed to another Receiving Facility as directed by CM.
- (j) The Collection Vehicle operators shall comply with all operational protocol and procedures of the Receiving Facility during unloading of PPP.

## 3.7 Working Days and Hours of Operation for the Collection Services

- (a) The Contractor shall perform Collection Services between the hours of 7:00 a.m. and 6:00 p.m. unless otherwise approved by CM.
- (b) Collection Services in each Registered Community shall be as approved by CM, respecting provincial statutory holidays in keeping with Alberta labour laws. Where materials are not collected on a statutory holiday, a replacement collection day shall be set by the Contractor, subject to CM approval.
- (c) The Contractor shall bear, at its own expense, any additional or unforeseen costs including, but not limited to, such overtime, rates for extra forces, and cost for any additional requirement or services as may be necessary to ensure continuous and uninterrupted service in accordance with Contractor's obligations under the MSA.

#### 3.8 Missed Collections

- (a) The Contractor shall collect one hundred per cent (100%) of the PPP set out on each approved collection route on the approved collection day in each Registered Community.
- (b) The failure of the Contractor to collect PPP in accordance with a collection route approved by CM shall be considered a missed collection. If notified of, or if the Contractor otherwise becomes aware of, a missed collection by 4 p.m. on the scheduled day of collection, the Contractor shall rectify the missed collection by collecting the PPP missed the same day, otherwise the PPP shall be collected on the next Business Day.



- (c) If the Contractor encounters any impassable obstruction, including utilities or other contractors working on the traveled portion of the collection route, the Contractor will return at least once on the same day at a mutually agreeable time, to collect the set-out PPP. Without limiting the generality of the foregoing, the following are not considered to be impassable obstructions:
  - (i) parked vehicles;
  - (ii) moving vans; and/or
  - (iii) overground flooding of less than twenty (20) centimetres.

#### 3.9 Customer Service and Management

As part of Collection, Contractor will provide the following services:

- (a) Customer Service Requirements
  - (i) Contractor's Customer service office and call centre will be accessible by a local area code and prefix phone number. Customer service representatives will be available through Contractor's call centre for a minimum of an eight (8) hour period per day, between the hours of 7 am to 7 pm local time (unless the collection day is less than eight (8) hours, then for the period of Collection Services) for communication with Customers and CM representatives. Customer calls will be taken during office hours by a person. Where a call is not directly answered, a response must be provided within two (2) hours during regular business hours or within the first two (2) hours of the morning where a call is received outside of regular office hours. During all non-office hours for the call centre, Contractor will have an answering or voice mail service available to record messages from all incoming telephone calls and include in the message an emergency telephone number for Customers to call outside of normal office hours in case of an emergency.
  - (ii) Contractor will maintain a twenty-four (24) hour emergency telephone number for use by CM. Contractor will have a representative, or an answering service to contact such representative, available at such emergency telephone number for CM use during all hours, including normal office hours.
  - (iii) Contractor's Customer service representatives will have access to and provide CM with Customer service data and history to assist them in providing excellent Customer service.
- (b) Customer Service Representative Staffing
  - (i) Contractor will maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by all methods, including telephone, letters, e-mails and text messages. If staffing is deemed to be insufficient by CM for the Contractor to handle Customer complaints and service requests in a timely manner, Contractor will increase staffing levels to address the performance deficiency.
  - (ii) If Contractor did not provide Collection from Curbside Households in the Service Area immediately prior to the Service Commencement Date, Contractor will provide additional staffing from Service Commencement Date through the four (4) month anniversary of the Service Commencement Date to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. Contractor will receive no additional compensation for increased staffing levels

during the implementation period. Staffing levels during the implementation period will be subject to prior CM review and approval.

## (c) Customer Complaints and Requests

- (i) Contractor will record all Customer complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via Contractor's non-office hours voice mail or answering service will be recorded in the log the following Business Day. Contractor will make a conscientious effort to resolve all complaints and service requests within twenty-four (24) hours of the original contact. If a longer response time is necessary for complaints or requests, the reason for the delay will be noted in the log, along with a description of Contractor's efforts to resolve the complaint or request.
- (ii) Contractor's customer service log will be provided for inspection by CM during Contractor's office hours and will be in a format approved by CM. Contractor will provide a copy of this log in an electronic format from the Microsoft Office suite or software to CM on request and, if requested by CM, as part of a regular report to be delivered with such frequency as requested by CM (but not more frequently than monthly).

#### 3.10 Promotion and Education

- (a) The Contractor will have primary responsibility for executing public promotion, education, and outreach programs associated with the collection of PPP. The Contractor may incorporate CM-developed communications messages and images in Contractor public promotion, education, and outreach programs as desired.
- (b) CM reserves the right, at its sole discretion, to require Contractor to seek advance approval of any or all public promotion, education and outreach materials associated with the collection of PPP, including but not limited to recycling guides, collection calendars, website content and "oops tags."
- (c) Contractor must spend the total amount of the Resident Education Top Up (as listed in Exhibit 5 of this Statement of Work) payments paid to Contractor on promotion, education, and outreach programs on an annual basis.



## ARTICLE 4 RECORD KEEPING AND REPORTING REQUIREMENTS

## 4.1 Record Keeping and Reporting Requirements

- (a) The Collection Vehicle operator will provide the necessary information to the Receiving Facility representative ensuring the following data may be collected for each inbound vehicle:
  - (i) Date and time;
  - (ii) Originating Registered Community ID number;
  - (iii) Valtype (i.e., the type or the majority fraction of combined loads from Single-Family Dwellings and Multiple-Family Dwellings) as applicable to the load;
  - (iv) PPP onboard (e.g., Fibre Stream, Container Stream, or a Single Stream material type);
  - (v) Contractor ID number;
  - (vi) Collection Vehicle number;
  - (vii) Scale ticket number;
  - (viii) Gross weight (tonnes);
  - (ix) Tare weight (tonnes, including by split load if applicable); and
  - (x) Net weight (tonnes; tonnes by compartment Fibre Stream, Container Stream, where split-weighing occurs).
- (b) The Contractor shall ensure detailed records are kept for the PPP collected and delivered to a Receiving Facility including a record of the number of Collection Vehicles emptied per day, the weight in metric tonnes of each load if provided to the Contractor when the Contractor delivered a load to the Receiving Facility, and where the load was delivered ensuring a cross-correlation between Receiving Facility records and Contractor records can be made.
- (c) Within sixty (60) calendar days of the end of a calendar year, the Contractor shall annually provide a report to CM, in a form approved by CM, outlining kilometres driven and fuel consumed by Collection Vehicles in the delivery of the Work under this Statement of Work. The report will be organized to display information by Collection Vehicle category and where Collection Vehicles are used for a specific Valtype the information for Collection Vehicles will be listed separately.
- (d) Weigh scale receipts, if received from the Receiving Facility, must be maintained and made available upon request by CM in a format and manner acceptable to CM.
- (e) For greater certainty, the records required under this Section 4.1 of this Exhibit 1 shall be provided separately for each Registered Community.
- (f) In addition to the record keeping and reporting requirements in the MSA, Contractor will:
  - maintain a record of all calls in a spreadsheet format related to missed collections (pursuant to Section 3.8 of Exhibit A of this Statement of Work) and the response provided by Contractor; and
  - (ii) maintain an electronic record of all Customer requests, complaints and inquiries, including Customer name, mailing address, contact information (both telephone number and e-mail, if available), property name and service address, if different from mailing address, date of contact, reason for contact, results of Customer



request, complaint or inquiry, resulting changes, additional follow-up needed, follow-up conducted, results of follow-up, and list of educational or outreach materials provided.

(g) CM may request, from time to time, reports or information required for CM to comply with its reporting obligations to the authority or under Applicable Law.

## ARTICLE 5 DOCUMENTATION AND PAYMENT

### 5.1 Documentation and Payment

- (a) The Contract Price will be payable in arrears (subject to pro ration of any amount that is payable in respect of a partial period) in equal monthly payments within thirty (30) days of the last day of the previous calendar month. If the amount of any monthly payment is adjusted during the course of the month, CM will make such adjustment it considers necessary in good faith to account for such adjustment.
- (b) Each of the Parties acknowledge and agree that the payments made pursuant to this Article 5 of Exhibit 1 will be based on the total number of Stops as set forth in Exhibit 2 Table 1 and Exhibit 2 Table 2. These tables may be updated quarterly starting on January 1, 2025 by mutual agreement of the Parties. CM may from time-to-time request, and the Contractor will promptly provide upon such request, documentation to validate the number of Stops in respect of which the Contractor is entitled to receive payment. Based on such information, CM will work with the Contractor in good faith to mutually agree on the total Stops at such time.
- (c) If requested by CM, the Contractor shall provide Collection Vehicle weigh scale records.
- (d) For greater certainty, except as expressly set out in the MSA there shall be no increase to the prices set out in this Statement of Work for any changes to the Contractor's responsibilities.



## EXHIBIT 2: SINGLE-FAMILY DWELLINGS AND MULTIPLE-FAMILY DWELLING STOPS

Table 1

SINGLE-FAMILY DWELLINGS STOPS									
Registered Community	Number of Single- Family Dwelling Stops (as of December 31, 2023)	Frequency of Collection (if available)	Collection Days (if available)	Collection Container	Streams				
Summer Village of Silver Sands	268	Weekly	Tuesday	Bags	Single Stream				

<sup>\*</sup>NOTE: The information is based on available data at the time of the preparation of the Statement of Work. CM holds no responsibility or liability for actual figures which are different from the figures presented in this Exhibit.

Table 2

MULTIPLE-FA	MILY DWELLING STOPS
Registered Community	Number of Multiple-Family Dwelling Stops (as of December 31, 2023)
Not applicable	Not applicable

<sup>\*</sup>NOTE: The Number of Multiple-Family Dwelling Stops is determined by the number of dwelling units located within the applicable Multiple-Family Dwelling.



<sup>\*\*</sup>NOTE: The information is based on available data at the time of the preparation of the Statement of Work. CM holds no responsibility or liability for actual figures which are different from the figures presented in this Exhibit.

#### **EXHIBIT 3: MULTIPLE-FAMILY DWELLINGS**

MULTIPLE-FAMILY DWELLINGS									
Registered Community	Number of Multiple- Family Dwelling Stops* (as of December 31, 2023)	Street Address	Municipality	Frequency of Collection (if available)	Collection Days (if available)	Collection Container	Streams		
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable		

<sup>\*</sup>NOTE: The Number of Multiple-Family Dwelling Stops is determined by the number of dwelling units located within the applicable Multiple-Family Dwelling.



<sup>\*\*</sup>NOTE: The information is based on available data at the time of the preparation of the Statement of Work. CM holds no responsibility or liability for actual figures which are different from the figures presented in this Exhibit.

### **EXHIBIT 4: PPP TO BE COLLECTED**

	Material	As of April 1, 2025
	Newsprint	Yes
	Magazines and Catalogues	Yes
	Telephone Books	Yes
	Household Fine Paper	Yes
	Other Printed Paper	Yes
Paper/Fibres	Corrugated Cardboard	Yes
	Boxboard & Molded Pulp	Yes
	Gable Top Cartons	Yes
	Aseptic Containers	Yes
	Paper Laminates	No
	Single and Double-sided Polycoated Paperboard (paper cups)	No
	PET Bottles (#1)	Yes
	PET Thermoform Packaging (#1)	Yes
	HDPE Containers (#2)	Yes
DI-STATE OF	Tubs & Lids (#2, #4 & #5)	Yes
Plastics	Expanded Polystyrene Foam (#6)	No
	Other Rigid Plastic Packaging (#3, #4, #5, #6 & #7)	Yes
	Plastic Film (LDPE/HDPE) (#2, #4)	No
	Other Flexible Plastic Packaging/Laminates	No
	Aluminum Food Cans	Yes
Aluminium	Other Aluminum Packaging, Trays & Foil	Yes
	Aluminum Aerosols	No
	Steel Food Cans & Other Packaging	Yes
Steel	Steels Aerosols	No
	Clear glass	No
Glass	Coloured Glass	No

 $\verb§+NOTE: CM|$  holds no responsibility or liability for information that is different from the information presented in this Exhibit.



#### **EXHIBIT 5: COMPENSATION**

#### 1.1 Contract Price

For each calendar month during the SOW Term, after the Service Commencement Date in respect of a Registered Community, the Contract Price for the Work performed under this Statement of Work in accordance with the requirements of the MSA in respect of such Registered Community shall be calculated as follows:

(a) The Unit Price applicable to a Single-Family Dwelling Stop multiplied by the total number of Single-Family Dwelling Stops in Exhibit 2 Table 1 and the Unit Price applicable to a Multiple-Family Dwelling Stop multiplied by the total number of Multiple-Family Dwelling Stops in Exhibit 2 Table 2, for each Registered Community. For clarity, until Exhibit 2 and Exhibit 3 are amended or updated, the number of Single-Family Dwelling Stops listed in Exhibit 2 Table 1 and the number of Multiple-Family Dwelling Stops listed in Exhibit 2 Table 2 shall be used in the calculation of the Contract Price even if the number of Single-Family Dwelling Stops listed in Exhibit 2 Table 1 and/or the number of Multiple-Family Dwelling Stops listed in Exhibit 2 Table 2 are not the actual number of Single-Family Dwelling Stops and/or Multiple-Family Dwelling Stops.

For the purposes of this Statement of Work, "Unit Price" means the applicable Unit Price for the Registered Community applicable to the category of Single-Family Dwelling Stops and Multiple-Family Dwelling Stops, as set out in the below pricing form.

Pricing Form							
Unit Price Single-Family Dwelling Stop	\$3.02 per stop per month						

(b) If the following is selected (as indicated by an x in the associated check box) in the table below (which may be none): the Resident Education Top Up amount, as set out in the table below times the Eligible Stop Baseline to be invoiced and paid in arrears, in equal monthly payments, provided that Contractor has submitted all applicable claims:

Check Box	Top Up available to Registered Communities accepting Collection incentive	\$ per Eligible Stop per Year
х	Resident Education Top Up	1.50

#### 1.2 Consumer Price Index Price Adjustment

- (c) Prior to the first payment to the Contractor for the month of April 2025, the Unit Price in the pricing form will be adjusted to account for changes in the Consumer Price Index since January 1, 2024. The adjustment shall be equal to the Unit Price multiplied by the year-over-year CPI Change. The Consumer Price Index price adjustment amount will be added to or subtracted from the Unit Price.
- (d) For the first annual anniversary of the Service Commencement Date and for each subsequent annual anniversary, the Unit Price shall be adjusted to account for changes in the Consumer Price Index (CPI) and the adjustment shall be equal to the Unit Price for the prior year ("Prior Year") multiplied by the year-over-year CPI Change. The Consumer Price Index price adjustment amount will increase or decrease the Unit Price, depending on the CPI Change. An example is shown below:

Consumer Price Index Price Adjustment = Unit Price for the prior year x (CPI Change)

- (e) For the purposes of this Section 1.2 of Exhibit 5, "CPI Change" means the average annual CPI change (for all items), as published and available on the annual anniversary date in the Alberta Consumer Price Index (Table 18-10-0004-13) (https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&pickMembers%5B
  0%5D=1.23&cubeTimeFrame.startMonth=12&cubeTimeFrame.startYear=2023&referen cePeriods=20231201%2C20231201).
- (f) The Consumer Price Index table used to determine the CPI Change shall be subject to revision as agreed by the Parties in the case Statistics Canada materially changes such index or discontinues or replaces it.



## SUMMER VILLAGE OF SILVER SANDS FCSS FUNDING

	FUNDING			F	UNDING	F	UNDING	
EVENT	2025	FUN	DING 2024		2023		2022	CHEQUE MADE OUT TO
ALLNET		\$	588.89	\$	588.00	\$	580.00	S.V. OF SILVER SANDS
ANNUAL PICNIC		\$	769.59	\$	859.00	\$	695.26	S.V. OF SILVER SANDS
CHRISTMAS IN THE PARK			H			\$	500.00	ONOWAY CHAMBER OF COMMERCE
DARWELL LIBRARY				\$	500.00	\$	317.74	DARWELL LIBRARY
LSAC HOME SUPPORT						\$	1,000.00	LAC STE ANNE COUNTY
SANTA HELPERS						\$	500.00	ONOWAY SANTA'S HELPERS
SEBA BEACH LITTLE ROCKS		\$	500.00			\$	2,000.00	LAKESIDE CURLING CLUB
FALLIS HALL EVENT SYSTEM		\$	1,686.21					
FALLIS HALL		\$	500.00	\$	500.00			
EAST END BUS		\$	1,000.00	\$	500.00			
EMERGENCY SERVICES EVENT				\$	1,000.00			
KRONPRINZ	18			\$	500.00			SCREEN YEARLY RENTAL
FALLIS HALL ANNIVERSARY	:4	\$	300.00					
DARWELL SCHOOL		\$	500.00					
TOTAL		\$	5,844.69	\$	4,447.00	\$	5,593.00	
FCSS FUNDING	6188.49	\$	5,844.69	\$	5,825.08	\$	5,593.00	
LEFT TO SPEND	6188.49	\$		\$	1,378.08	\$		

GOVERNMENT FUNDING	\$ 5,500.88
MUNICIPAL PORTION	\$ 1,375.22
TOTAL FCSS	\$ 6,876.10
ADMINISTRATION FEE	\$ 687.61



### THIS AGREEMENT made effective the 1st of April, 2025. BETWEEN:

# LAC STE. ANNE COUNTY ("LSAC")

#### AND

# SUMMER VILLAGE OF SILVER SANDS ("Summer Village")

#### **ENFORCEMENT SERVICES AGREEMENT**

Whereas Section 54 of the *Municipal Government Act*, RSA 2000, c. M-26, allows a municipality to provide a service in another municipality with an agreement of the other municipality;

And Whereas the Summer Village desires to have LSAC provide Enforcement Services related to Community Peace Officers and Municipal Bylaw Services, within the Designated Area;

And Whereas LSAC agrees to provide the Summer Village with Enforcement Services related to Community Peace Officers and Municipal Bylaw Services within the Designated Area, on the terms and conditions contained herein;

And Whereas LSAC is authorized under the *Peace Officer Act*, SA 2006, c. P-35, to employ Peace Officers having jurisdiction to enforce the Provincial Legislation with Alberta, subject to the restrictions set out in LSAC's Authorization;

And Whereas the Peace Officers employed by LSAC have been duly appointed under the *Peace Officer Act*, SA 2006, c.P-35, as having jurisdiction to enforce the Provincial Legislation within Alberta, subject to the restrictions set out in the Peace Officer Appointments;

**Now Therefore** in Consideration of the mutual covenants, terms, and conditions contained herein, the parties hereto agree as follows:

#### **ARTICLE 1**

#### 1.1 Definitions

In this Agreement, the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- a) "Agreement" means this Enforcement Services Agreement between LSAC and the Summer Village;
- b) "County's Authorization" means LSAC's authorization to employ or engage Peace Officers, as amended or replaced from time to time, issued pursuant to the *Peace Officer Act*, SA 2006, c.P-35;



- "Designated Area" means the area contained within the legal municipal boundaries of the Summer Village;
- "Effective Date" means the date first written above, regardless of the date of endorsement;
- e) "Enforcement Revenue" means all income, in any form, that is generated by, or arises from, the provision of the Enforcement Services during the Term. Without restricting the generality of the foregoing, this shall include any funds arising from the enforcement of the Provincial Legislation within the Designated Area, including fines and penalties, funds generated by tickets or tags, and proceeds arising from prosecution of offences;
- "Peace Officer" means a person that has been appointed as a peace officer under the Peace Officer Act, SA 2006, c.P-35, as amended or repealed and replaced from time to time. Notwithstanding the foregoing, The Summer Village acknowledges that certain Enforcement Services may be provided by bylaw officers to the extent permitted by applicable laws as described in the definition of Enforcement Services, in which case obligations of Peace Officers shall apply to Bylaw Officers to the extent applicable;
- g) "Peace Officer Appointment" means the appointment(s) of Peace Officer(s) employed or engaged by LSAC, as amended or replaced from time to time, made pursuant to the *Peace* Officer Act, SA 2006, c.P-35;
- h) "Enforcement Services" means those activities reasonably related to the enforcement of the Provincial Legislation within the Designated Area, excluding any portions of the Designated Area that fall outside other jurisdictions prescribed in LSAC's Authorization or the Peace Officer Appointments, and shall include the enforcement of Summer Village' municipal bylaws, and shall include any support functions and related services provided by bylaw officers that are not required to be provided by Peace Officers under applicable legislation. The level of service shall be similar to that provided by the Peace Officers to LSAC;
- i) "Provincial Legislation" means
  - i. Animal Protection Act;
  - ii. Dangerous Dogs Act;
  - iii. Environmental Protection and Enhancement Act (Part 9. Division 2);
  - iv. Fuel Tax Act;
  - v. Gaming, Liquor and Cannabis Act restricted to sections 83, 84, 87, 89, 90.24, 90.25, 90.26, 90.27, 90.28, 90.29, 107, 108 and section 115 subject to section 53 of the *Police Act*);
    - Authority to enforce the Gaming, Liquor and Cannabis Regulation is restricted to Section 87.1;
  - vi. Highways Development and Protection Act restricted to local roads only;
  - vii. Innkeepers Act;
  - viii. Petty Trespass Act;
  - ix. Provincial Offences Procedure Act;
  - x. Tobacco and Smoking Reduction Act;
  - xi. Traffic Safety Act; and



xii. Trespass to Premises Act; as amended or repealed and replaced, from time to time.

### j) Bylaws means:

 All Bylaws in effect with the Summer Village Silver Sands and as amended from time to time, and which have been provided to LSAC.

#### **ARTICLE 2**

### 2.1 Engagement

The Summer Village hereby engages LSAC to provide the Summer Village with Enforcement Services within the Designated Area, and LSAC hereby agrees to provide the Summer Village with Enforcement Services within the Designated Area.

### 2.2 Term

This agreement shall take effect on the Effective Date and remain in force for a period of two years.

#### **ARTICLE 3**

#### 3.1 Enforcement Revenue

Under the circumstances where the municipality is entitled to receipt of such fines or penalties, The Summer Village shall receive all fines or penalties relating to the enforcement of Provincial Statutes and Municipal Bylaws as generated from the Enforcement Services supplied to The Summer Village by LSAC pursuant to this Agreement.

### **ARTICLE 4**

#### 4.1 Covenants of LSAC

#### LSAC will:

- a) Provide enforcement services within the designated area throughout the term, from Sunday to Saturday, between 6:00 AM and 11:00 PM, except in emergencies.
- b) Provide six (6) hours of Enforcement Services to the Summer Village per month, subject to the availability of Peace Officer(s). Time spent during the performance of investigations, court duties, and disciplinary proceedings stemming from Enforcement Services shall be included in the calculation of hours. Additional hours may be accommodated subject to both parties' mutual consent, and can be changed at any time by mutual agreement of the Parties. In the event of issues with staffing or unforeseen circumstances that prevent LSAC from providing the full six (6) hours per month or other hours agreed to, The Summer Village acknowledges and agrees that LSAC may reduce the hours of Enforcement Services as required, provided that the corresponding Fee paid by The Summer Village will be based on such reduced hours during any affected periods.
- c) LSAC shall provide a minimum of one community drive-thru every week.

- d) The Enforcement Services may be spread out over multiple days and weeks so long as the total outlined in 4.1b is complied with monthly.
- e) The remaining time may be utilized to conduct stop orders, traffic enforcement blitz, issuing fines or penalties, or other activities mutually agreed upon between The Summer Village and LSAC.
- Pay all costs and expenses incurred to perform the Enforcement Services including, but not limited to, office supplies, Peace Officers' equipment, Peace Officer training and education, uniforms, travel, and salary and benefits of County employees;
- g) Provide The Summer Village with quarterly reports on all Enforcement Services supplied by LSAC to The Summer Village. These reports shall include the number of patrols made in the Designated Area, the number of tickets, tags, or warnings issued, and the monetary amount of fines issued (including tickets and tags); and
- h) Perform all administrative, accounting, and record-keeping functions related to the proper discharge of its obligations under this Agreement. For example, the initial administrative set-up costs for the enforcement database will come from the initial 4.0 hours delegation unless otherwise directed.
- LSAC agrees to prioritize enforcement based on the priorities provided by The Summer Village.

### **ARTICLE 5**

### 5.1 Fee for Service

- a) During the calendar year, the Summer Village agrees to pay LSAC for the Enforcement services supplied to Summer Village by LSAC at a rate as agreed upon annually. For the 2025 calendar year, the annual rate for Enforcement Services shall be \$127.31 per hour.
- b) Except as otherwise mutually agreed to by the Parties, the rate set out in section 5.1(a) above shall increase effective January 1 of each year during the term by 3%, such that:
  - During 2026, the hourly rate shall be \$131.13
  - ii. During 2027, the hourly rate shall be \$135.06
- c) LSAC shall invoice The Summer Village monthly, and The Summer Village shall pay the invoiced amount within thirty (30) days of the billing date.

### **ARTICLE 6**

### 6.1 Complaints

a) Violation may be identified by The Summer Village residents, Council, Chief Administrative Officer, or staff.

- LSAC complaint line is 780-785-3630. The Summer village may distribute this contact information accordingly.
- Complaints received by LSAC from a resident or Council member shall be identified in our reporting system.
- Any complaints received by LSAC from the Summer Village CAO shall result in Enforcement Services commencing their investigation.
- iv. Violations identified by the CPO during their time in the Summer Village, at the discretion of the CPO may result in immediate enforcement to gain compliance.
- b) If the CPO determines a violation is occurring, enforcement can commence to gain compliance. Once 3 hours per violation has been reached, Enforcement Services will confirm with the Summer Villages CAO if they shall continue to proceed.

#### 6.2 <u>Complaints</u>

Any complaint that the Summer Village received in relation to the provisions of Enforcement Services pursuant to this Agreement shall immediately be forwarded by the Summer Village to the Chief Administrative Officer of LSAC.

### 6.3 Peace Officer Discipline

- LSAC shall be solely responsible for addressing complaints received in relation to the provision of Enforcement Services, and for any disciplinary action taken against Peace Officers.
- b) Any disciplinary action that LSAC takes against one of its Peace Officers will be in accordance with the Public Security Peace Officer Program: Policy and Procedures Manual.

#### **ARTICLE 7**

### 7.1 Termination Upon Notice

This Agreement may be terminated at any time by either party by giving 90 days' advance written notice in writing of its intention to terminate the Agreement, and such termination is to be effective 90 days after delivery of the written notice to terminate. During such notice period, the Summer Village shall remain responsible for payment of all applicable Fees under this Agreement, and LSAC shall continue to provide Enforcement services.

#### 7.2 Automatic Termination

Notwithstanding anything in the Agreement to the contrary, this Agreement shall terminate automatically and immediately in the event that LSAC's Authorization or Peace Officer Appointment(s) is/are terminated, cancelled, revoked, suspended, or otherwise cease to have effect.

#### **ARTICLE 8**

#### 8.1 Insurance

LSAC shall obtain and maintain in force during the Term:

- a) commercial general liability insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence, against bodily injury, death, and property damage, including loss of use thereof; and
- b) auto liability insurance for all motor vehicles used by LSAC hereunder with limits of not less than Five Million (\$5,000,000.00) Dollars for accidental injury or death to one or more persons, or damage to or destruction of property as a result of any (1) accident or occurrence.

Each policy for general and comprehensive liability shall name The Summer Village as an additional named insured, except for coverage for LSAC's own personal property and equipment.

### **ARTICLE 9**

### 9.1 Indemnity

Each of the parties hereto shall be responsible to indemnify and save harmless the other party, for any damages or losses (including legal fees on a solicitor and his own client full indemnity basis), injuries or loss of life, resulting from the acts or omissions of their respective employees, servants, agents or contractors which may occur in the performance, purported performance, or non-performance of their respective obligations under this Agreement; provided that, such indemnity shall be limited to an amount in proportion to the degree to which the indemnifying party, its employees, servants, agents or contractors are at fault or otherwise held responsible in law.

The indemnifications set forth above, hereof, will survive the expiration of the Term or the termination of this Agreement for whatever cause and any renewal or extension of the Term, as the case may be.

### 9.2 Waiver

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 obligations 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 of 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.



### 9.3 Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent to the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

### 9.4 Entire Agreement

This agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

#### 9.5 Amendments

This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto, but not otherwise.

### 9.6 Further Assistance

The parties hereto and each of them do hereby covenant and agree to do such things that execute such further documents, agreements, and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

### 9.7 Relationship Between the Parties

Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provision contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent service agreement between the two parties at arm's length.

### 9.8 Notices

Unless otherwise specified herein, all notices, communications, requests, and statements (the "Notice") required or permitted under this Agreement shall be in writing and served by one of the following methods:

a) Personal Delivery – By delivering the Notice in person to the recipient at the address specified herein, during normal business hours. A Notice delivered personally shall be deemed received at the time of actual delivery.



- b) Electronic Communication By email or any other electronic means that provides confirmation of transmission and receipt, directed to the recipient at the address specified herein. Notice served electronically shall be deemed received on the earlier of: I. Confirmation of receipt by the recipient, if received during normal business hours; or ii. The start of the next business day following transmission if received outside normal business hours.
- c) Mail By sending the Notice via regular mail, postage prepaid, to the recipient's address as specified herein. Notice sent by mail shall be deemed received seven (7) days after the postmark date. If a postal disruption occurs, any Notice sent by mail within seven (7) days before or after such disruption shall not be deemed received unless actually received. If mail service is interrupted, an additional email Notice should be sent as a backup.
- c) Except as herein otherwise provided, Notice required to be given pursuant to the Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, of five (5) days after the same has been mailed in a prepaid envelope by single registered mail to:
  - LSAC Lac Ste. Anne County Box 219 Sangudo, AB TOE 2A0

Phone: (780) 785-3411 Fax: (780) 785-2359 Email: LSAC@LSAC.ca

Attention: County Manager

Summer Village of Silver Sands Box 8
 Alberta Beach, AB T0E0A0

Phone: (587) 873-5765 Fax: (780) 967-0431

Email: administration@wildwillowenterprises.com

Attention: Chief Administrative Officer

Or to such other address as each party may from time to time direct in writing.

(11)

### 9.9 Headings

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit, or enlarge the scope or meaning of this Agreement or any provision hereof.

### 9.10 Singular, Plural, and Gender

Wherever singular, plural, masculine, feminine or neuter is used throughout this Agreement the shame shall be construed as meaning the singular, plural, masculine, feminine or neutral, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one party.

### 9.11 Assignment

This Agreement is not assignable, in whole or in part, by either party hereto.

### 9.12 Enurement

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors.

### 9.13 Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereto hereby submit to the jurisdiction of the Courts in the Province of Alberta.

### 9.14 Survival

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



In Witness Whereof the parties have set their seals and hands of their proper officers in that behalf on the day and year first above written.

Lac Ste. Anne County	Summer Village of Silver Sands
<del></del>	
Joe Blakeman,	Bernie Poulin,
Reeve	Mayor
Mike Primeau,	Wendy Wildman,
CAO	CAO





### FW: Provincial Fire Liaison Committee

From david.ives@firerescueinternational.net <david.ives@firerescueinternational.net>

Date Thu 2025-03-13 2:15 PM

To cao@svnakamun.com <cao@svnakamun.com>; ddm@kronprinzconsulting.ca <ddm@kronprinzconsulting.ca>; wendy wildwillowenterprises.com <wendy@wildwillowenterprises.com>; 'marlenehwalsh' <marlenehwalsh@gmail.com>; cao@valquentin.ca <cao@valquentin.ca>; aboffice@albertabeach.com <abordince@albertabeach.com>; Wildwillow Enterprises <angela@wildwillowenterprises.com>; Summer Village Office <administration@wildwillowenterprises.com>

### 5 attachments (775 KB)

117613-02-pflc-ltrs-updated-date-afca.pdf; Provincial Fire Liaison Committee Terms of Reference (draft).pdf; PFLC Expression of Interest Guideline.pdf; Office of the Fire Commissioner Cover Letter.pdf; David\_Ross\_Ives\_CV March 2023.pdf;

### CAOs,

I would like to apply to be on this committee. I am wondering if you would be so kind as to write a letter of support from each of your communities.

Thanks for your consideration, Dave Ives

From: Lisa MacLean <executivedirector@afca.ca>

Sent: March 13, 2025 12:34 PM

To: david.ives@firerescueinternational.net Subject: Provincial Fire Liaison Committee

### Good Afternoon AFCA Members,

As we have seen in the Feb 24, 2025 new release <u>Enhanced Support for Local Fire Services</u>, the Honourable Minister Ric McIver, Municipal Affairs is launching a Provincial Fire Liaison Committee (PFLC) to support Alberta's Fire Service. The PFLC will be a platform to develop and share information between the province and the fire service, identify and prioritize issues, build capacity, allow for municipalities to support each other, and address recruitment and retention challenges.

Alberta Fire Chiefs Association is invited to identify a member within our organization (Board Member) who could support the PFLC as a standing member by March 28, 2025. In addition, Municipal Affairs is requesting AFCA distribute the request for Expressions of Interest to our membership.

Please see attached for additional information, including the terms of reference, and process to submit an Expression of Interest.

Warm regards,

--

### Lisa MacLean

Executive Director,
Alberta Fire Chiefs Association
780-686-0496
www.afca.ca

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# **Unsubscribe**

(5)



AR117613

March 10, 2025

Mr. Randy Schroeder President Alberta Fire Chiefs Association Box 696 Hanna AB T0J 1P0

Dear Mr. Schroeder:

I am pleased to share that Municipal Affairs is launching a Provincial Fire Liaison Committee (PFLC) to support Alberta's Fire Service. The creation of the PFLC is one of the outcomes of Municipal Affairs' Fire Service Review. The PFLC will be a platform to develop and share information between the province and the fire service, identify and prioritize issues, build capacity, allow for municipalities to support each other, and address recruitment and retention challenges.

The PFLC will support work related, but not limited, to:

- fostering predictable, regular, and coordinated communication and collaboration;
- exploring key issues affecting the local fire service, prioritizing issues based on local needs/community size/demographics, developing potential solutions at the local level, and investigating opportunities for Government of Alberta support;
- · supporting provincial public education messages; and
- establishing working groups focused on evolving issues and needs to foster coordinated provincial solutions as required.

I am inviting your association to identify a member within your organization who could support the PFLC as a standing member. Their role and responsibilities will include participating in meetings, discussions and research as directed by the chair, providing specific input about fire service concerns and issues relative to your organization, reporting back to their representative organizations for discussion and further input and participating on targeted subcommittees as requested.

Additionally, I am also requesting that you please distribute the request for Expressions of Interest (Guideline attached) to your membership. The PFLC is seeking the following fire service representatives:

.../2

- NW Fire Service (>15k Population)
- NW Fire Service (<15k Population)</li>
- NE Fire Service (>15k Population)
- NE Fire Service (<15k Population)</li>
- SW Fire Service (>15k Population)
- SW Fire Service (<15k Population)
- SE Fire Service (>15k Population)
- SE Fire Service (<15k Population)</li>
- North Metro City Fire Service Representative (Population greater than one million)
- South Metro City Fire Service Representative (Population greater than one million).

Please provide the name of an organizational member and their contact information as well as any completed Expressions of Interest to the PFLC's Chair, Krista Reinhardt, Fire Commissioner, at <a href="mailto:mail

I have attached the PFLC's draft Terms of Reference for your information. The Terms of Reference may be shared along with the Expression of Interest form.

I look forward to working with you in the ongoing effort to support Alberta's fire service.

Sincerely,

Ric McIver Minister

Ric Mc)ver

#### Attachments:

1) Provincial Fire Liaison Committee Terms of Reference (draft)

2) Provincial Fire Liaison Committee Expression of Interest Guideline

cc: Lisa MacLean, Executive Director, Alberta Fire Chiefs Association

### **DAVID ROSS IVES**

Box 1550
Onoway,AB
T0E 1V0
780-777-0890
David.ives@firerescueinternational.net
https://www.linkedin.com/in/david-ives-69369932/

# **EXECUTIVE FIRE SERVICE LEADER**

A highly accomplished **Fire Service Executive** with over 30 years of progressive leadership in municipal, industrial, First Nations, and private-sector emergency services. A specialist in fire department administration, incident command, emergency preparedness, and risk management. Adept at leading cross-functional teams, designing comprehensive training programs, and implementing safety initiatives that protect both first responders and the communities they serve. **Holds an extensive portfolio of high-level certifications**, positioning expertise equivalent to a fire service degree.

### CORE COMPETENCIES

- √ Fire Department Leadership & Development
- √ Incident Command & Emergency Management
- √ Firefighter Recruitment, Training & Retention
- ✓ Strategic Planning & Policy Development
- ✓ Fire Investigation & Risk Mitigation
- √ Budgeting, Procurement & Resource Allocation
- √ Multi-Jurisdictional Collaboration
- ✓ Public & Private Fire Service Administration
- √ Emergency Response & Disaster Management
- √ Safety & Compliance Standards (NFPA, ICS, WUI)
- √ Wildland Firefighting & Hazardous Materials Response
- √ Community Outreach & Public Safety Programs



### PROFESSIONAL EXPERIENCE

### Chief Fire Officer | Fire Rescue International (2015 - Present)

- Founded and managed a municipal fire department from inception, developing operational policies, training programs, and service models.
- Led strategic recruitment and retention programs to ensure optimal staffing levels and succession planning.
- Administered multimillion-dollar budgets and procurement plans, securing critical firefighting equipment and technology.
- Spearheaded fire prevention initiatives and public education campaigns, reducing local fire incidents.

### President & Senior Consultant | Unlimited Safety Services (2010 – Present)

- Provides expert consulting on fire service operations, safety training, and emergency response planning.
- Advises municipal, industrial, and First Nations communities on fire protection strategies.
- Develops emergency response frameworks and risk mitigation protocols to enhance public safety.

### Lead Fire Service Instructor | Canadian Fire Rescue College (2022 - 2024)

- Developed and delivered high-level fire service instruction across multiple NFPAcertified programs.
- Ensured compliance with national standards while mentoring new and experienced firefighters.
- Led quality assurance and curriculum design, optimizing firefighter education methodologies.

# Deputy Director of Emergency Management | Lac Ste. Anne & Alberta Beach (2018 – 2023)

- Led emergency response planning and inter-agency coordination for municipal emergency services.
- Developed operational strategies for wildfire, flood, and industrial incident response.
- Designed and implemented public safety communication and disaster preparedness programs.

Fire Chief | Cortes Island Firefighting Association (2022 – 2023)



- Managed department operations, emergency response, and training initiatives.
- Developed comprehensive firefighter training programs to meet national safety standards.
- Strengthened community relations and public education efforts to enhance fire safety.

### Fire Chief | Tsuu T'ina Fire Department (2014 – 2015)

- Directed a full-time fire service consisting of 20 career firefighters, 12 casual firefighters, and eight apparatus units.
- Managed training programs and collaborated with Calgary Fire Department on firefighter education initiatives.

## **CERTIFICATIONS & QUALIFICATIONS**

- NFPA 1001 Professional Firefighter (Levels I & II)
- NFPA 472 Hazardous Materials Operator
- NFPA 1051 Wildland Urban Interface Firefighter
- NFPA 1081 Industrial Fire Brigade Member
- NFPA 1041 Fire Service Instructor (Level II)
- NFPA 1521 Health & Safety Officer & Incident Safety Officer
- NFPA 1021 Fire Officer (Level IV Highest Level Offered)
- NFPA 1002 Fire Department Vehicle & Pump Operator
- NFPA 1033 Fire Investigator
- Basic Fire Safety Codes Officer (BFSCO Alberta)
- Emergency Medical Responder (EMR) Alberta College of Paramedics
- Wildland Firefighting Certifications (S-100, S-290, S-291, S-292, Type II Wildland Firefighter)
- Alberta Emergency Management Agency (ICS-200, Basic Emergency Management, Director of Emergency Management)
- Transport Canada & Industry Canada Certifications (Small Vessel Operator, Marine Radio Operator)
- Alberta Vehicle Extrication Association Big Rig Rescue Symposium
- Dive Rescue International Certified Ice Rescuer

### **LEADERSHIP & AFFILIATIONS**

 Canadian Association of Fire Chiefs (CAFC) – Science & Technology Committee, Public/Fire Safety Committee



- Alberta Fire Chiefs Association (AFCA) Long-standing Member
- Fire Department Safety Officers Association
- Alberta Association of Safety Partnerships
- Lions Club International Alberta Beach Chapter
- Royal Canadian Legion Full Voting Member
- Onoway & Area Chamber of Commerce

### COMMUNITY INVOLVEMENT & PUBLIC SERVICE

- Special Advisor Town of Mills, Wyoming (2019-Present): Assisted in resolving labor disputes and restructuring fire services to prevent department closures.
- Onoway Regional Fire Services: Advocated for improved training and safety programs, ensuring sustainable fire service operations.
- Navy League Cadet Corps (2003-2009): Led a nationally recognized youth development program focused on leadership and citizenship.
- Children's Charities & Cancer Fundraising: Recognized for significant contributions to child welfare initiatives and fundraising efforts.

### **EXECUTIVE SUMMARY**

A dynamic and results-driven Fire Service Executive with vast experience across municipal, industrial, First Nations, and private-sector fire and emergency services. Holds extensive NFPA certifications and leadership experience equivalent to a fire service degree. Proven ability to lead high-performance teams, drive progressive fire safety strategies, and cultivate cross-sector collaborations to enhance emergency response capabilities.

Available for Executive Leadership, Consulting, and Strategic Fire Service Roles.



### March 13, 2025

Office of the Fire Commissioner

Alberta Municipal Affairs 16th Floor, Commerce Place 10155 – 102 Street NW Edmonton, AB T5J 4L4

Subject: Expression of Interest – NW Fire Service Representative (<15K Pop) – Provincial Fire Liaison Committee

Fire Commissioner Reinhardt,

I'm writing to express my interest in serving as the NW Fire Service Representative (<15K Pop) on the Provincial Fire Liaison Committee (PFLC). With more than 20-years of hands-on experience in fire and emergency management, I believe my leadership skills, practical background, and dedication to improving fire services make me a strong fit for this role.

### Commitment and Availability

I'm ready to dedicate the time and effort required for this position. I understand there will be quarterly meetings and additional committee activities, and I'm fully prepared to meet those obligations. I'll also remain responsive to any requests for information, research, or other tasks throughout the one-year term.

### **Professional Qualifications & Experience**

My career spans a variety of leadership roles in both municipal and private fire organizations. Some highlights include:

- Chief Fire Officer Fire Rescue International (2015–Present): Built a municipal fire
  department from the ground up, overseeing budgeting, procurement, training, standard
  operating guidelines, and public safety initiatives.
- Lead Fire Service Instructor Canadian Fire Rescue College (2022–2024): Teach NFPAcertified programs and help develop curricula, ensuring high-quality instruction.
- Deputy Director of Emergency Management Lac Ste. Anne & Alberta Beach (2018–2023):
   Assisted in emergency management planning and operations for local municipalities.
- Fire Chief Tsuu T'ina Fire Department (2014–2015): Oversaw a full-time department adjacent to Calgary, implementing training programs and community outreach initiatives.

I hold multiple NFPA certifications, including Fire Officer Level Four (1021), Fire Service Instructor Level Two (1041), Incident Safety Officer (1521), Wildland Firefighter (1051), and Fire Investigator (1033). I'm also a registered Emergency Medical Responder (EMR) with the Alberta College of Paramedics.

### **Broader Community Involvement**

In addition to my professional responsibilities, I'm actively involved in several community and fire service organizations, including:

- Canadian Association of Fire Chiefs (CAFC): Contribute to the Science and Technology Committee and Public/Fire Safety Committee.
- Alberta Fire Chiefs Association (AFCA): Long-standing member focusing on policy, training, and addressing challenges in the fire service.
- Lions Club Alberta Beach Region: Volunteer on community service projects and fundraisers.
- Royal Canadian Legion: Support veterans and community initiatives.
- Onoway and Region Chamber of Commerce: Share expertise in emergency preparedness and community safety.

#### My Goals for the PFLC

If appointed, I intend to use my background with rural and remote departments to advocate for practical, cost-effective fire service solutions. I'm well aware of the obstacles smaller departments face when it comes to recruitment, training, and inter-agency coordination, and I plan to bring these issues to the forefront to ensure they receive the attention they deserve at the provincial level.

### Why This Seat Matters

Having a voice on the PFLC means addressing critical issues and shaping recommendations that can have a real impact on fire services throughout Alberta. By leveraging my experience in fire department development and management, I hope to contribute workable ideas and help turn committee recommendations into tangible improvements.

#### **Diverse Fire Service Experience**

My work spans various types of fire service models—private, public volunteer, paid, First Nations, and Canada's only P3 fire service—so I understand the unique requirements of each. This broad perspective will help me represent the interests of all stakeholders effectively.

Thank you for considering my application. I would be honored to serve on the PFLC and use my experience to support collaborative efforts, strengthen fire service strategies, and advocate for small municipalities in the NW region.

Please feel free to contact me at david.ives@firerescueinternational.net or 780-777-4688 if you need any additional information. I appreciate your time and look forward to hearing from you.

Sincerely,

**David Ross Ives** 

Box 1550

Onoway, Alberta

T0E 1V0

780-777-4688

David.ives@firerescueinternational.net



Albertan Government

# Provincial Fire Liaison Committee Expression of Interest Guideline

The Provincial Fire Liaison Committee (PFLC) will provide a platform to develop and share information, create sub-working groups to tackle complex or emerging issues, build capacity, and allow for municipalities to support each other (particularly smaller municipalities), and address recruitment and retention challenges.

The PFLC may be required to provide research, analysis, or other support to achieve objectives that support the Alberta fire service including through the creation of sub-committees to address specific issues.

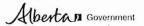
The PFLC will support work including, but not limited to:

- · fostering predictable, regular, and coordinated communication and collaboration;
- exploring key issues affecting the local fire service and prioritizing issues based on local needs/community size/demographics and developing potential solutions for the local level including investigating opportunities for Government of Alberta support;
- supporting provincial public education messages; and
- establish working groups focused on evolving issues and needs to foster coordinated provincial solutions as required.

### Application/Selection Criteria for representatives

The membership matrix and selection criteria for the PFLC members is as follows:

Role / Representation	Selection Method
Chair	Fire Commissioner
Vice-Chair	Assistant Fire Commissioner
Alberta Fire Chiefs Association (AFCA) Board Member Representative (1)	Municipal Affairs invites AFCA to nominate a representative from their organization
Alberta Professional Firefighters and Paramedics Association (APFFPA) Representative (1)	Municipal Affairs invites APFFPA to nominate a representative from their organization
Alberta Industrial Fire and Emergency Management Association (AIFEMA) Representative (1)	Municipal Affairs invites AIFEMA to nominate a representative from within their organization
First Nations Fire Service Representative (Treaty Six)	Municipal Affairs invites the Treaty
First Nations Fire Service Representative (Treaty Seven – Stoney Nakoda-Tsuut'ina Tribal Council)	Organizations to nominate a fire service representative for their
First Nations Fire Service Representative (Treaty Seven – Blackfoot Confederacy)	treaty area
First Nations Fire Service Representative (Treaty Eight)	
Metis Settlements Fire Service Representative	Municipal Affairs invites the Metis Settlement General Council to nominate a fire service representative for the Metis Settlements
Alberta Municipalities Representative (ABMunis)	Municipal Affairs invites ABMunis to nominate a representative from their organization



# Provincial Fire Liaison Committee Expression of Interest Guideline

Rural Municipalities of Alberta Representative (RMA)	Municipal Affairs invites RMA to nominate a representative from their organization
City of Edmonton Fire Service Representative	Municipal Affairs invites Edmonton to nominate a representative from their fire service
City of Calgary Fire Service Representative	Municipal Affairs invites Calgary to nominate a representative from their fire service
NW Fire Service Representative (>15k Pop)	Chosen through an Expression Of
NW Fire Service Representative (<15k Pop)	Interest application to Fire Commissioner based on selection
NE Fire Service Representative (>15k Pop)	criteria*
NE Fire Service Representative (<15k Pop)	Cittoria
SW Fire Service Representative (>15k Pop)	
SW Fire Service Representative (<15k Pop)	
SE Fire Service Representative (>15k Pop)	

<sup>\*</sup> The Fire Commissioner and Assistant Fire Commissioner will review submitted EOIs and make recommendations to the Minister for membership approval. Invitations will then be sent to invite successful applicants to join the PFLC.

Successful candidates will complete a one-year term and will be expected to:

- regularly attend PFLC meetings;
- provide specific input related to fire service concerns and issues relevant to their municipality, Metis settlement, first nation or the membership group they have been selected to represent;
- · report back to their representative organizations for discussion and further input;
- · represent the position/views of comparable departments;
- · actively participate in PFLC activities such as meetings, discussions, research, etc.;
- · respond to messages and requests in a timely manner;
- communicate respectfully with all PFLC members regardless of their background or experience level;
- share their own knowledge, experience, and expertise with other PFLC members;
   and
- respect the confidentiality of information that may be shared within the PFLC.

Expressions of Interests will be evaluated by the PFLC Chair (Fire Commissioner) and Vice-chair (Assistant Fire Commissioner).

Expressions of Interests must be submitted directly to the PFLC's Chair, Krista Reinhardt, Fire Commissioner, at <a href="mailto:mailto

Successful applicants will be expected to serve a minimum one-year term on the PFLC.



# Provincial Fire Liaison Committee Expression of Interest Guideline

# Appendix A: Expression of Interest Application Criteria

complete Expression of Interest (EOI) must include the following.
☐ A resume that includes:
□ name
□ email address
□ rank/title
□ years of service
☐ educational background (including years and institution)
☐ A cover letter that includes:
□ availability to attend quarterly meetings
☐ ability to commit to a one-year term
□ ability to respond to requests for information, research, and other work that
the PFLC may be asked to complete
□ addresses the following questions:
What is your history of broader community involvement?
How will you use your voice at the PFLC to represent your region's
fire service and the broader fire service community?
Why is a seat on the PFLC important to you?
What benefits will you bring to the fire service through the PFLC?
<ul> <li>How will you ensure you are representing the diverse groups within</li> </ul>
the fire service?
<ul> <li>Anything else you would like to share to support your application for</li> </ul>
membership?
☐ Written support from the Chief Administrative Officer, or equivalent, of your
municipality for your participation on the PFLC

# Provincial Fire Liaison Committee Draft Terms of Reference

### Background

Fire Service stakeholders have raised concerns about siloed work and lack of communication across the fire service stakeholder groups. The creation of a Provincial Fire Liaison Committee (PFLC), led by Municipal Affairs, will provide a platform to develop and share information, create sub-working groups to tackle complex or emerging issues, build capacity, allow for municipalities to support each other, and address recruitment and retention challenges.

### Mandate

The PFLC will provide support and advice based on its membership's knowledge and experiences. It will be a province-wide table for collaboration, communication, and support for Alberta's fire service.

The PFLC may be required to provide research, analysis, or other support to achieve objectives that support the Alberta fire service including through the creation of sub-working groups to address specific issues.

The PFLC, as a liaison committee, does not have delegated authority and is not a decision-making body. Recommendations brought forward by the PFLC will be considered by the Government of Alberta, and consensus made at the PFLC will not be considered formal ministry approval or support.

### **Objectives**

The PFLC will support work including, but not limited to:

- fostering predictable, regular, and coordinated communication and collaboration;
- exploring key issues affecting the local fire services, prioritizing issues based on local needs/community size/demographics, developing potential solutions at the local level, and investigating opportunities for Government of Alberta support;
- · supporting provincial public education messages; and
- establishing working groups focused on evolving issues and needs to foster coordinated provincial solutions as required.

### Values and Principles

- Accountability: Responsible for actions and for contributing to the effectiveness
  of the PFLC.
- Integrity: Behave ethically and be open, honest, and fair in all activities of the PFLC.

(31)

### Roles and Responsibilities

PFLC members are responsible for participating in scheduled meetings and other activities related to the PFLC, including conducting research and considering feedback regarding activities within the scope of authority of Municipal Affairs and member organizations.

This responsibility also includes ensuring prudence, integrity, and fairness in review of engagement activities, documents, and feedback received through formal engagement.

There may be overlap with simultaneous engagement with other ministries and groups. The PFLC is not intended to replace or disrupt other engagements with the fire service, led by various Government of Alberta ministries.

Specific PFLC roles and responsibilities include:

- Chair: Fire Commissioner, Community and Technical Support Branch, Municipal Affairs:
  - o oversees the PFLC and leads meetings;
  - o ensures the PFLC is meeting its objectives; and
  - o distributes agenda and meeting minutes.
  - o The chair will be responsible for sending out invitations and compiling minutes from the meetings. If the chair is unable, the vice-chair may act as chair.
  - Vice-chair: Assistant Fire Commissioner, Community and Technical Support Branch, Municipal Affairs:
    - o supports the chair and acts in place of the chair as required;
    - o acts as the liaison to the PFLC members
    - o coordinates the PFLC meetings; and
    - o does Agenda "call out".
  - Secretariat: Municipal Affairs staff:
    - o records meeting minutes and coordinates approval:
    - o coordinates scheduling and agenda development; and
    - o other support for the work of the PFLC as required.
  - Members are divided into two categories, standing members and advisory members.
    - o Standing members:
      - attend the PFLC meetings regularly;
      - provide specific input of fire service concerns and issues relative to their communities;
      - responsible for reporting back to their representative organizations for discussion and further input;
      - represent the needs and voice of comparable departments;
      - actively participate in the PFLC activities such as meetings, discussions, research, etc.;
      - respond to messages and requests in a timely manner;
      - communicate respectfully with all the PFLC members regardless of their background or experience level;

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- share their own knowledge, experience, and expertise with other PFLC members; and
- respect the confidentiality of information that may be shared within the PFLC.
- o Advisory members:
  - participate in the PFLC activities as invited by the Chair, including meetings, discussions, research, etc.;
  - provide the PFLC with technical advice and/or support the Chair with advisory information related to their respective subject matter;
  - respond to messages and requests in a timely manner; and
  - share knowledge and expertise with the PFLC.

### Membership

The PFLC will be comprised of fire service individuals from a variety of fire department types (career, composite, volunteer) and from a variety of demographics and regions to ensure the needs of Alberta fire services are heard. The composition of the PFLC will provide Municipal Affairs with the strategic advice and support required to improve fire services for all Albertans.

Primary membership of the working group includes organizations and stakeholders with the greatest intersection with the mandate of Alberta's fire service.

### Standing Members

Standing members attend regular meetings and actively participate in the work of the PFLC. These members include:

- Fire Commissioner
- Assistant Fire Commissioner
- Alberta Fire Chiefs Association (AFCA) Board Member Representative (1)
- Alberta Professional Firefighters and Paramedics Association (APFFPA)
   Representative (1)
- Alberta Industrial Fire and Emergency Management Association (AIFEMA) Representative (1)
- First Nations Fire Service Representative (Treaty Six)
- First Nations Fire Service Representative (Treaty Seven Stoney Nakoda-Tsuut'ina Tribal Council)
- First Nations Fire Service Representative (Treaty Seven Blackfoot Confederacy)
- First Nations Fire Service Representative (Treaty Eight)
- Metis Settlements Fire Service Representative
- City of Edmonton Fire Service Representative
- City of Calgary Fire Service Representative
- NW Fire Service Representative (>15k Pop)
- NW Fire Service Representative (<15k Pop)</li>
- NE Fire Service Representative (>15k Pop)

16

- NE Fire Service Representative (<15k Pop)</li>
- SW Fire Service Representative (>15k Pop)
- SW Fire Service Representative (<15k Pop)</li>
- SE Fire Service Representative (>15k Pop)
- SE Fire Service Representative (<15k Pop)
- Alberta Municipalities Representative
- Rural Municipalities of Alberta Representative

### Advisory Members Standing Members (Department Staff)

Advisory members attend meetings upon request and provide advice or input based on each ministry's mandate.

- Public Safety and Emergency Services
- Forestry and Parks
- Jobs, Economy and Trade
- Health
- Transportation and Economic Corridors
- Indigenous Relations
- Advanced Education

To maintain consistency, it is expected that PFLC members will attend the meetings or name an alternate if they are unable to attend.

Members' terms will be for one year with the option for one renewal to a maximum of two years. Initial appointments at creation of PFLC may vary in length to enable a staggering of member term end dates. Membership will be reviewed annually to ensure there are no gaps in representation across the standing membership. If there is no interest from a new applicant, additional membership terms beyond two years may be considered for Fire Service and Municipal representation.

Other subject-matter experts, including Municipal Affairs staff, and representatives from different organizations may be asked to attend meetings or provide input, as required.

### Application/Selection Criteria for representatives

The membership matrix and selection criteria for the PFLC members is as follows:

Role / Representation	Selection Method
Chair	Fire Commissioner
Vice-Chair	Assistant Fire Commissioner
Alberta Fire Chiefs Association (AFCA) Board Member Representative (1)	Municipal Affairs invites AFCA to nominate a representative from their organization
Alberta Professional Firefighters and Paramedics Association (APFFPA) Representative (1)	Municipal Affairs invites APFFPA to nominate a representative from their organization

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Alberta Industrial Fire and Emergency Management Association (AIFEMA) Representative (1)	Municipal Affairs invites AIFEMA to nominate a representative from within their organization
First Nations Fire Service Representative (Treaty Six)  First Nations Fire Service Representative (Treaty Seven – Stoney Nakoda-Tsuut'ina Tribal Council)  First Nations Fire Service Representative (Treaty Seven – Blackfoot Confederacy)	Municipal Affairs invites the Treaty Organizations to nominate a fire service representative for their treaty area
First Nations Fire Service Representative (Treaty Eight)	Municipal Affairs invites the Metis
Metis Settlements Fire Service Representative	Settlement General Council to nominate a fire service representative for the Metis Settlements
Alberta Municipalities Representative (ABMunis)	Municipal Affairs invites ABMunis to nominate a representative from their organization
Rural Municipalities of Alberta Representative (RMA)	Municipal Affairs invites RMA to nominate a representative from their organization
City of Edmonton Fire Service Representative	Municipal Affairs invites Edmonton to nominate a representative from their fire service
City of Calgary Fire Service Representative	Municipal Affairs invites Calgary to nominate a representative from their fire service
NW Fire Service Representative (>15k Pop)	Chosen through an Expression Of
NW Fire Service Representative (<15k Pop)	Interest application to Fire
NE Fire Service Representative (>15k Pop)	Commissioner based on selection criteria*
NE Fire Service Representative (<15k Pop)	J. North
SW Fire Service Representative (>15k Pop)	
SW Fire Service Representative (<15k Pop)	
SE Fire Service Representative (>15k Pop)	
SE Fire Service Representative (<15k Pop)	

<sup>\*</sup> The Fire Commissioner and Assistant Fire Commissioner will review submitted EOIs and make recommendations to the Minister for membership approval. Invitations will then be sent to invite successful applicants to join the PFLC.

### Meetings and Logistics

PFLC meetings will occur quarterly, or more frequently at the discretion of the Chair, and will be held virtually twice a year, and in person twice a year. Municipal Affairs will provide secretariat support to the PFLC including scheduling meetings, disseminating meeting materials to members, record-keeping, and coordinating other activities as required.

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Provincial Fire Liaison Committee Terms of Reference February 2025

An agenda call out will occur one month before the scheduled meeting with a two-week intake period for agenda items. The meeting agenda, and any associated materials, will be circulated one week prior to all meetings. Alternate material distribution methods can be made available upon request.

### Meeting Schedule:

• In-Person: March and September

Virtual: June and December

Changes to the meeting style (in person or virtual) and location is at the discretion of the Chair. Additional meetings may be called at the discretion of the Chair.

Travel costs will not be re-imbursed by the Government of Alberta.

All PFLC correspondence will be through <a href="mailto:ma.provfirelc.m@gov.ab.ca">ma.provfirelc.m@gov.ab.ca</a>.

Page 6 of 6



### FW: Election 2025 Candidate Orientation Workshop

From Wildwillow Enterprises <angela@wildwillowenterprises.com>

Date Wed 3/12/2025 4:36 PM

To wendy wildwillowenterprises.com <wendy@wildwillowenterprises.com>

This is the email I forgot to copy you on.

### Angela

From: Wildwillow Enterprises <angela@wildwillowenterprises.com>

Sent: March 12, 2025 3:13 PM

To: Summer Village Office <administration@wildwillowenterprises.com>; svsouthview@outlook.com; 'Nakamun

Park' <cao@svnakamun.com>; svwestcove@outlook.com; Sunset Point <office@sunsetpoint.ca>;

cao@valquentin.ca; svsunrisebeach wildwillowenterprises.com <svsunrisebeach@wildwillowenterprises.com>;

Alberta Beach Village Office <aboffice@albertabeach.com>; cao@birchcove.ca

Cc: Wildwillow Enterprises <angela@wildwillowenterprises.com>; Teresa Olsen <tolsen@stonyplain.com>

Subject: RE: Election 2025 Candidate Orientation Workshop

Hello,

Thank you to everyone who has shown interest in the 2025 Municipal Candidate Orientation Sessions, planning is coming along nicely. We have now confirmed dates and locations for our training and are working on the presentation. The presentation will be done by Teresa Olsen with the Town of Stony Plain, followed by a Q&A session.

Saturday May 3 10am – 12 noon Stettin-Nakamun Hall

Saturday May 24 10am – 12 noon Darwell Seniors Center

I encourage everyone to put these dates on your websites and I will submit advertising to the Bulletin in April. Apart from that, all that will be needed from participating municipalities is a handout or flyer with any key information you would like your candidates to have; you would also be welcome to send along a few nomination packages, if you would like.

If you are no longer interested in participating, please let me know so that I can take your name off of the presentation. If you have any questions, please feel free to get in touch with me.

Have a great day,

Angela Duncan Wildwillow Enterprises 780-967-0271

From: Wildwillow Enterprises Sent: February 10, 2025 4:04 PM



To: Summer Village Office <administration@wildwillowenterprises.com>; svsouthview@outlook.com; West Cove Admin <svwestcove@outlook.com>; 'Summer of' <svcastle@telus.net>; cao@valquentin.ca; Marlene Walsh <marlenehwalsh@gmail.com>; Sunset Point <office@sunsetpoint.ca>; Alberta Beach Village Office <abordine="aboffice@albertabeach.com">aboffice@albertabeach.com</a>; Mike Primeau <mprimeau@lsac.ca>; Tony Sonnleitner <pcm1@telusplanet.net>; Cao@rosshaven.ca; CAO Kim Hanlan <office@svyellowstone.ca>; Jennifer Thompson <cao@onoway.ca>; 'Nakamun Park' <cao@svnakamun.com>; svsunrisebeach wildwillowenterprises.com <svsunrisebeach@wildwillowenterprises.com>; cao@birchcove.ca; svsandyb@xplornet.ca
Cc: wendy wildwillowenterprises.com <wendy@wildwillowenterprises.com>
Subject: Election 2025 Candidate Orientation Workshop

Hello all,

Regarding the 2025 Election Season, Wildwillow Enterprises and the Town of Stony Plain are partnering to host 2 candidate orientation sessions in the LSAC area. The purpose of these sessions will be to provide prospective candidates with relevant information regarding the nomination and election process, as well as what to expect should they be elected to Council. We plan to host these sessions in April/May with one in the Darwell area and one in the Nakamun Area, locations TBD.

I am reaching out to you to see if your municipality is interested in participating. There will be a presentation, followed by a Q & A session. The presentation will be quite general in nature, but there will certainly be parts that are geared towards summer villages. Any municipalities that would like to participate are encouraged to bring handouts with any community specific information you think is relevant (i.e.. Election dates, nomination information, etc.)

There will be a small cost to cover hall rentals, staff time, hosting expenses (food and drink), and advertising. The total cost per municipality will depend on the final expenses and the number of participating municipalities. However, I <u>anticipate</u> that the total cost to be split will be roughly \$2000. Each municipality would be responsible to provide their own municipal specific printed material.

<u>Please let me know by March 10 if your municipality would like to participate</u> so that I can be sure to include your information in presentation materials and advertising. Also, if you are participating, please send me your nomination/election information (dates, returning officer, contact info) and community logo.

Please don't hesitate to reach out if you have any questions.

Regards,

Angela Duncan Wildwillow Enterprises 780-967-0271





### Information - Requirement for Candidates to Set Up Bank Accounts for Election Expenses

From ASVA Exec Director <summervillages@gmail.com>
Date Fri 2025-03-07 4:40 PM
To ASVA <summervillages@gmail.com>

Good afternoon,

At the SVLSACE Meeting held last Saturday, with reference to candidates being required to open a bank account for campaign expense reporting purposes, it was suggested ASVA reach out to Alberta Municipal Affairs, to provide confirmation and a general guideline on requirements for this. There was a suggestion that this may not be an official requirement for municipalities with populations of under 1,000.

This is the response I received back from Municipal Affairs, Christopher O'meara:

Unfortunately, the LAEA doesn't have different rules regarding campaign accounts for candidates in smaller municipalities.

Campaign accounts are addressed in s. 147.3(1)(a) of the LAEA, which states that a candidate shall ensure "a campaign account in the name of the candidate or the candidate's election campaign is opened at a financial institution for the purposes of the election campaign at the time the candidate gives a written notice under section 147.22..." Since all candidates are obligated to give notice under s. 147.22, all candidates are also obligated to open a campaign account. The funds contributed by a candidate still qualify as contributions and need to be held in a campaign account. They also need to be disclosed pursuant to s. 147.4 (using Form 26).

This might seem unnecessarily onerous for candidates in small municipalities, but I just don't see anything in the LAEA that would create an exception. Candidates should understand that even little things like gas mileage would qualify as an expense, and would need to be paid for out of a campaign account (even if the funds used were the candidate's own).

Please feel free to reach out to Municipal Affairs should you require any further information on this, or to the ASVA.

Sincerely,

Kathy

Kathy Krawchuk, CLGM
Executive Director
Association of Summer Villages of Alberta
780-236-5456

execdirector@asva.ca www.asva.ca





#### **RE: SDAB Board Members**

From emily@milestonemunicipalservices.ca <emily@milestonemunicipalservices.ca>

Date Wed 3/12/2025 12:14 PM

To wendy wildwillowenterprises.com <wendy@wildwillowenterprises.com>

Cc Summer Village Office <administration@wildwillowenterprises.com>; svsouthview@outlook.com <svsouthview@outlook.com>; 'West Cove Admin' <svwestcove@outlook.com>; svsunrisebeach wildwillowenterprises.com <svsunrisebeach@wildwillowenterprises.com>; cao@birchcove.ca <cao@birchcove.ca>; 'Nakamun Park' <cao@svnakamun.com>

Hi Wendy.

There have been some additions/deletions to the SDAB Members with this round of training.

The following are the trained Board Members and Clerks since about one week ago.

### **Board Members**

- Denis Meier
- John Roznicki
- Rainbow Williams
- Chris Zaplotinsky
- Tony Siegel
- Angela Duncan
- Jamie-Lee Kraley
- Jason Shewchuk
- John McIvor

The current trained clerks are as follows:

- Emily House
- Janet Zaplotinsky
- Cathy McCartney

Cathy is still a trained clerk but we only use her if there is a potential conflict with Janet or myself. Cathy is pretty busy these days.

Hope this helps.

Have a great day.

-Emily

**Emily House** 

**Executive Managing Director** 

Milestone Municipal Services Inc.

Phone: 780.914.0997

PO Box 1075, Onoway, AB TOE 1VO



# **Summer Village of Silver Sands**

Report to Council

Meeting:

March 31, 2025 - Regular Council Meeting

**Originated By:** 

Tony Sonnleitner, Development Officer, Summer Village of Silver

Sands

**Development Permits: None** 

**Letters of Compliance: None** 

**Enforcement:** 

Plan 223 MC, Block 7, Lot 4 - 4 Birch Avenue (the

"Lands".

Enforcement Order, Pursuant to s. 546 of the Act, with respect

to the Untidy / Unsightly state of the Lands.

Regards,

Tony Sonnleitner, Development Officer

### **Public Works Report**

### SVSS Council Meeting March 31, 2025

### Update from February 28, 2025

- 1. The abandoned equipment has been removed by a towing company and is no longer a village issue.
- 2. I have a meeting scheduled with a contractor to begin getting a quote for reserve clean-up.

### **New Items**

- 1. Diesel was broken into again. Appears to be the same people, with a different, likely stolen truck. They did try to sabotage the camera this time, unsuccessfully.
- 2. Had a significant breakdown of the plow. I was able to repair it within a day.
- 3. Tianna starts back in April for her 3<sup>rd</sup> summer.



# Fire Rescue International

Box 1550 Onoway, Alberta T0E 1V0 Canada accounting@firerescueinternational.net INVOICE

Invoice No.:

1074

Date:

02/20/2025

Sold to:

**Town of Onoway** 

Box 540 Onoway, AB T0E 1V0

Quantity	Description	Tax	Unit Price	Amount
1 56 1 56 1	Job: 2025-45 Incident Date: February 20, 2025  Pump 4 Km-Pump Truck Charlie 4 KM-Command Additional Firefighters- 1 on C4 Medical No Charge  Type: Medical Aid Address. Municipal District: Silver Sands Responding Agencies:	G G G G G	352.73 3.15 170.06 1.75 74.44 -871.63	352.73 176.44 170.00 98.00 74.44 -871.63
	Fire REscue International EMS  AHS File# C25035069			
	Subtotal: G - GST @ 5% GST			,
	5		Total Amount Amount Paid mount Owing	





Public Security Division 10th Floor, John E. Brownlee Building 10365 97 Street Edmonton, Alberta, Canada T5J 3W7 Telephone: 780-427-3457

February 27, 2025

Ms. Wendy Wildman Chief Administrative Officer SILVER SANDS PO Box 8, Alberta Beach, AB T0E0A0

### Dear Ms. Wildman:

This letter is an annual notification of the Government of Alberta's legislation for collecting a municipality's policing cost share under the Police Funding Model (PFM) Regulation. Through a system of shared responsibility between the government and municipalities, a portion of the costs of frontline policing is allotted back to each municipality based on a number of factors: population, equalized assessment, crime severity, shadow population, and detachment location.

As per the Police Funding Model (PFM) Regulation, each municipality will contribute a portion of frontline policing costs based on a 30 per cent cost recovery for the fiscal year 2024-25. Total revenue generated is estimated to be \$67,189,720 and will be reinvested in Alberta policing initiatives. For fiscal year 2025-26 and beyond, further increases to the cost recovery percentage or revenue base estimate are not planned at this time. Any changes to the PFM will not be made until consultation with municipalities has occurred, and adequate notice has been provided.

Please remit payment within 45-days of the invoice made payable to the Government of Alberta and forward to the address provided on the invoice.

Any questions related to the financial details of this invoice may be directed to the attention of Ann Chen at ann.chen@gov.ab.ca. Other background and contextual inquiries regarding the policy of PFM may be directed to Lisa Gagnier at lisa.gagnier@gov.ab.ca.

Sincerely,

Classification: Protected A

C.M. (Curtis) Zablocki, O.O.M. Assistant Deputy Minister

Director of Law Enforcement

Public Security Division

on Zalod.

(19)

### Cost Breakdown

The provincial payment generating \$67,189,720 in revenue after modifiers is calculated on an annual basis using 50 per cent population, 50 per cent equalized assessment, and modifiers/subsidies for crime severity, shadow populations, and detachment location.

### Provincial Data

Revenue Generated	Total Municipal Affairs	Total Equalized	Total Revenue
2024-25 after modifiers	Population (2023)	Assessment (2025)	Base Estimate
\$67,189,720	834,259	359,176,224,029	\$69,800,000

# Municipal Data

SILVER SANDS	Data/Cost Breakdown	
2023Population	214	
2025 Equalized Assessment	\$71,394,246	
Equalized Assessment per capita	\$333,618	
Population % of total for PFM	0.03%	
Equalized Assessment % of total for PFM	0.02%	
Amount based on 50% Population (A)	\$8,952	
Amount based on 50% Equalized Assessment (B)	\$6,938	
Total share policing $cost C = (A + B)$	\$15,890	
Less modifiers: Subsidy from Crime Severity Index (CSI) Value (variable %) (Note 1)	\$0	
Subsidy from Shadow Population (variable %) (Note 2)	\$0	
5% for No Detachment Subsidy (Note 3)	\$794	
Total share with modifiers D= C-note 1- note 2 -note 3	\$15,095	

### **Notes**

Population estimate is based on 2023 Municipal Affairs Population List.

Equalized Assessment – an annual calculation that measures the relative wealth of a municipality creating a common assessment base. It determines the ability of a community to pay a portion of policing costs in this context.

Municipality Population / PFM Population

Municipality Equalized Assessment / PFM Equalized Assessment

Population % of provincial x 50% population x Total Base Estimate

Equalized Assessment % x 50% x Total Base Estimate

Note 1: CSI Subsidy received if above rural municipal average. Accounts for volume and seriousness of crime based on incarceration rates. A three-year average is used to calculate your average CSI.

Note 2: Shadow Population – temporary residents of a municipality employed by an industrial or commercial establishment for a minimum of 30 days within a municipal census year. Shadow populations use the municipality's services but do not contribute to its tax base. Subsidy is up to 5% of total share.

Note 3: No detachment subsidy provided if town/municipality does not have access to a detachment.

(190)

Classification: Protected A



## **Mail Payment To:**

Provincial Policing Agreement - RCM 9833 109 ST, 5th FLOOR EDMONTON AB T5K 2E8 Account Inquiries by Telephone or Email:

Toll Free 310-0000

Email: PSES.financialoperations@gov.ab.ca

S. V. OF SILVER SANDS PO BOX 8 ALBERTA BEACH AB T0E 0A0

## INVOICE

Document No. : 1800028281 : 0070003691 Customer No.

Reference No. :

Document Date : 12-Mar-2025 Due Date

: 11-Apr-2025

Email ID

Amount Due: \$15,095.00 Amount Remitted:

Contract ID

Please cut along line and return top portion with payment

S/N	Description	Order No.	Quantity	UOM	Unit Price	GST	Tax Amt	Amount CAD
1	SUMMER VILLAGE OF SILVER SANDS PFM 2024-2025	000001005590				0.00%	\$0.00	\$15,095.00
-					Sub Tota	al		\$15,095.00
					Total (GST	Γ)		\$0.00
					Amount Du	e		\$15,095.00

Please make payment payable to Government of Alberta.



For March 31-2025 Council Meeting



Municipal Taxes Collected 2024 Budget (Approved)	\$ 427,696	total of the municipal tax and the minimum tax
Municipal Taxes Collected 2025 Budget (Draft)	\$ 447,569	updates automatically - will be total of Municipal Tax & Minimum Tax
Percentage Increase from prior year:	4.65%	updates automatically
Each % equates to:	\$ 4,277	updates automatically
\$ Increase from prior year:	\$ 19,873	updates automatically

### 2024 ACTUALS

(as at Dec 31-2024) 2025 DRAFT BUDGET

Income Function				Yellow highlghted cells	indicate a change from last review
Taxation Income					
Municipal Tax	310,6	43	310,496	MUN Tax	will fill in when operating budget is finalized
School Foundation Tax	168,1	85	168,105	195,913	Up 16.5% from prior year
Minimum Tax (\$1,109 - 2024)	117,0	53	117,053	MIN TAX	will fill in when operating budget is finalized
Senior Foundation Tax	16,3	76	16,367	17,212	will fill in when 2025 requisition numbers are received
Designated Industrial Tax		33	33	DIP	will fill in when 2025 requisition numbers are received
Sub-Total Taxation	\$ 612,2	90	\$ 612,054	\$213,125	
Grant & Reserve Funding Income					
Operating Grant - LGFF Operating	17,1	22	17,122	17,122	
Operating Grant - Canada Day (apply annually)	6	00	600	600	2025 Grant Application has been made
Operating Grant - FIRESMART/FRIAA	5	00	500		
Operating Grant - Canada Summer Jobs (apply annually)			-		2025 Grant Application has been made (\$4,462.50)
Capital Grant - MSI-C / LGFF	58,8	98	-		
Capital Grant - CCBF (funding agreement from 2014 to 2024)			_		
Special Projects Funding (from reserves or from grant \$ in deferred revenue or from Grant Deposits)	53,3	72	22,688	18,500	Entrance Signs 2K, Firesmart 5K, Status Change 10K, Assessment Bylaw \$1.5K
Special Projects Funding- Flowering Rush (from reserves or from grant \$ in deferred revenue or from Grant Deposits)				164,471	Matches flowering rush expenses less \$1,000 as this is SS contribution
Capital Projects Funding (from reserves or from grant \$ in deferred revenue)	23,1	02	85,400	58,000	Matches capital project expenses
Transfers from Reserves (2018 LSA Road)(2023/2024/2025 - under agreement \$24,653 per year repayment)	16,0	92	16,092	16,092	Total to be paid by 1/2 LGFF-O - \$8,561 & \$16,092 reserves
Sub-Total Grant & Reserve Funding	\$ 169,6	86	\$ 142,402	\$274,785	
Other Income					
Other Income (AMSC Rebate/Lease for 7 RV Lots)	1,4	00	1,400	1,400	
Penalties on Taxes	4,5	00	9,594	7,500	
Bank Income	9,8	70	23,820	12,000	
Sub-Total Other Income	\$ 15,7	70	\$ 34,814	\$20,900	
Admin Income					
Admin - Sales of Good and Services		00	602	500	
Admin - Tax Certificates		00	950	700	
Admin - NSF Fees				-	
Admin - Reserve Transfer	2,0	00	1,600	*	*
Admin - Reserve Transfer (Elections)			-	5,000	1
Sub-Total Admin Income	\$ 3,0	00	\$ 3,152	6,200	TO STATE OF PARTY OF THE PARTY

2024 BUDGET



NOTES

For March 31-2025 Council Meeting



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### 2024 ACTUALS

			2024 ACTUALS		
	2024 BUD	GET	(as at Dec 31-2024)	2025 DRAFT BUDGET	NOTES
Bylaw/Emergency Services Income					
Bylaw/Emergency Services - Fines		-	203	-	
Bylaw/Emergency Services - Fire Incident Recovery		-		-	
Transfer from Reserves - Provincial Policing		5,902	5,902	4,803	
Sub-Total Bylaw/Emergency Services	\$	5,902	\$ 6,105	\$4,803	
Utiltiles Income					
Utilities - Fortis Franchise Fees		5,500	5,955	5,500	
Sub-Total Utilities Income	\$	5,500	\$ 5,955	5,500	
Public Works Income					
Public Works/Roads - Services Billed Out		-	-		
Public Works/Roads - Sales of TCA		-	3,500		•
Public Works/Roads - Transfer from Reserves		-	-		
Public Works Banked Time - Transfer from Reserves				3,200	
Public Works - Recycling Offset - Circular Materials				9,000	contract first from circular materials - calculate at one half for 2025 as contracts may not be signed until further in year - put 5½ in budget / Base is $3.52 \times 2024$ published CPI - $3.55$ plus $2025$ published CPI $3.1 = $ total of $3.76 \times 268$ households $\times 9$ months = $\$9,064$ plus $1.50$ per year per household for education = $\$402 = $ Total payment should be $\$9,466$
Sub-Total Public Works Income			\$ 3.500	440.000	
	\$	-	\$ 3,500	\$12,200	
Sewer/Water/Drainage Income Sewer/Water/Drainage - Transfer from Reserves		-	-	0	
Sub-Total Sewer/Water/Drainage	\$		\$ -	\$0	
Planning & Development Income				,,,	
Planning & Development - Safety Codes Permit Fees		1,000	3,748	2,000	
Planning & Development - Development Permit Fees		3,000	1,325	2,000	
Planning & Development - SDAB Appeal Fees		-	-	2,000	
Planning & Development - Transfer from Reserves		-	-		
Sub-Total Planning & Development	\$	4,000	\$ 5,073	\$4,000	



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		ZUZT MOTUMEO		
	2024 BUDGET	(as at Dec 31-2024)	2025 DRAFT BUDGET	NOTES
Parks & Recreation Income				
Parks & Recreation - Grant FCSS	5,501	5,501	5,501	
Parks & Recreation - Grant FCSS (funds from Regional Admin - Picnic/Allnet)		-		
Parks & Recreation - Grant FCSS (Emergency Services Dinner)	-	-		
Parks & Recreation - Weed Harvesting (LIAMS)	7,500	11,970	7,500	
Parks & Recreation - Transfer from Reserve		-		
Sub-Total Parks & Recreation	\$ 13,001	\$ 17,471	\$ 13,001	
Requisitions Collected by Municipality (offset)				
Requisitions - Senior Foundation	- 16,376	- 16,376	-17,212	will fill in when 2025 requisition numbers are received
Requisitions - Over\Under Utilized Levy	-			
Requisitions - School Foundation	- 168,185	- 168,185	-195,913	will fill in when 2025 requisition numbers are received
Requisitions - Over\Under Utilized Levy	-	-		
Requisitions - Designated Industrial	- 33			will fill in when 2025 requisition numbers are received
Requisitions - Over\Under Utilized Levy	-			
Sub-Total Requisitions	-\$ 184,594	-\$ 184,561	-\$ 213,125	
Net Revenue for Municipal Purposes	\$ 644,555	645,965	341,389	



For March 31-2025 Council Meeting



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2024 ACTUALS

		2024 ACTUALS		
	2024 BUDGET	(as at Dec 31-2024)	2025 DRAFT BUDGET	NOTES
Expense Function				
Council				
Council Meeting Fees	16,000	16,400	17,000	
Council Deductions	-	-	0	
Council Monthly	5,400	5,400	5,400	
Council Travel \ Subsistence	4,000	4,701	6,000	AB Munis in Calgary
Council SVLSACE	1,666	1,666	1,750	
Council Development	3,000	4,647	5,000	
Council Integrity Commissioner	1,630	1,630	833	
Sub Total Council	\$ 31,696	\$ 34,444	\$ 35,983	
Administration				
Administration Contract - 2%	80,505	80,505	82,115	
Employee Benefits		-	8,000	New line ( reimburse benefits for one person)
W.C.B.	3,332	3,332	3,900	
Travel & Subsistence	3,200	3,144	3,200	
Conventions/Training	1,000	751	1,000	
Postage \ Phone \ Storage	5,600	5,310	5,600	
Memberships	2,500	2,269	2,500	
Stationery & Printing	3,500	2,665	3,000	
Advertising	500	0	500	
Auditor	4,800	4,881	4,900	
Assessment	7,650	7,670	7,940	
Assessment LARB \ CARB	1,000	452	1,000	
Legal	3,000	6,082	5,000	Shared Fire Bylaw & Privacy Management Program
Insurance	9,700	9,656	10,000	
Computer Support \ Website	1,800	2,464	2,500	
Meeting Room Fees - Fallis Hall Rent	1,200	1,200	1,200	
General Appreciation	500	500	500	
Tax Rebates & Discounts	-	0	0	
Bank Charges \ Penalties	250	153	250	
Land Title Charges	100	4	50	
Donation To Other Agency (water well workshop)	300	336	300	
Sub-Total Administration	\$ 130,437	\$ 131,374	\$ 143,455	
oup-rotal Administration	130,437	3 131,374	Ψ 143,455	



For March 31-2025 Council Meeting



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2024 ACTUALS

	2024 BUDGET	(as at Dec 31-2024)	2025 DRAFT BUDGET	- NOTES
Election				
Salaries & Wages			4,000	
Advertising	<del>-</del>	-	500	
Goods & Supplies	<u> </u>	-	500	
Census Costs		-		3
Sub-Total Election	\$ -	\$ -	\$ 5,000	
Medical				
Medical Clinic (LSA)	<u>-</u>	-		
Sub-Total Medical	\$ -	\$ -	\$ -	
Public Works				
Salaries \ Wages (Supervisor)	81,900	69,861	75,000	
Salaries \ Wages (Banked)	-	4,925	3,200	2025 to be funded by reserves / 1/2 will be paid out and 1/2 will be taken as time.
Salaries \ Wages (Summer Staff)(2024 Budgeted amount included in Supervisor Budget)	_	21,512	20,000	
Payroll Deductions	6,500	7,183	7,400	
Payroll Vacation Accruals	3,300	2,794	3,200	
Payroll Employee Benefits	8,280	8,281	8,000	
Phone Reimburse (PWM)	1,200	1,200	1,200	
Shop Phone (Telus)	1,600	1,544	1,600	
Public Works Consultant	-	-	0	
Shop Security	500	531	550	
Snow Removal \ Grading	1,500		1,000	
Gravel & Rehabilitation	12,000	6,150	8,000	
General Services	1,000	580	1,000	•
Signs	700	3,388	1,000	
Parts, Supplies, Fuel, Equip Repair	17,000	26,386	17,000	
Shop Improvements	500	1,402	1,000	
Electrical	19,000	20,979	22,000	
Natural Gas	1,800	2,238	2,500	
Sub-Total Public Works	\$ 156,780	\$ 178,954	\$ 173,650	
Storm Water / Drainage		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
General Supply - Culverts	500	0	500	
Storm Water Drainage Study	-	0	0	
Sub-Total Storm Water/Dainage	\$ 500	\$ -	\$ 500	

2024 BUDGET



For March 31-2025 Council Meeting



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			2024 ACTUALS		
	2024 E	BUDGET	(as at Dec 31-2024)	2025 DRAFT BUDGET	NOTES
Lagoon / Sewer					
Lagoon/Sewer Capital		-	-		
Lagoon/Sewer Operating		-			
Sub-Total Lagoon / Sewer	\$		\$ -	\$ -	
Waste Collection					
Waste		24,500	23,857	25,000	
Recycle		6,700	6,795	7,000	
Large Bin Clean Up		5,000	2,975	3,500	
Waste Commission (Hwy 43)		6,500	6,140	6,000	
Sub-Total Waste Collection	\$	42,700	\$ 39,767	\$ 41,500	
Municipal Planning					
Development Officer		3,600	3,000	3,600	
Development Permit Fees		2,000	1,675	2,000	
Development Enforcement		4,000	2,178	2,000	
Planning (GC)		500	1,016	500	
General Planning Services (General MPS)		1,500	1,000	1,000	
Safety Codes Administration		1,630	1,630	2,493	
SDAB (Milestone Municipal Services)		300	300	300	
		40 500	A 40 700	44.000	
Sub-Total Municipal Planning	\$	13,530	\$ 10,799	\$ 11,893	
Recreation & Parks		4.000	4 000	4 400	
Playground Maintenance		1,200	1,386	1,400	
Boat Launch		1,000	698	1,000	
Tree Removal / Reserves		3,000	1,355	2,000	
Weed Inspection / Spraying		1,200	1,320	1,000	
Weed Harvesting LIAMS		7,500	11,970.00	7,500	
Library - YRL		800	749		Updated per actual 2025 billing.
Library - Local (Darwell)		1,500	1,500		Off-set the \$500 with FCSS
Recreation (LSA)		500	500	500	
East End Bus		350	375	375	
FCSS (\$5,593)(\$987 admin)		6,876	5,190	6,580	
Canada Day Celebration		600	600	600	
Sub-Total Receation & Parks	s	24,526	\$ 25,643	\$ 22,972	
OUR TOTAL INCOMMENT OF FREE	1.4	27,020	20,040	¥ 22,512	



For March 31-2025 Council Meeting



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		2024 ACTUALS		
	2024 BUDGET	(as at Dec 31-2024)	2025 DRAFT BUDGET	NOTES
Emergency Services				
Fire Suppression	39,500	40,960	42,000	Depending on service provider - range from 35K to 42K
Fire Incident Recovery		•	0	
Fire Volunteer Recruitment	1,200		0	H .
Disaster Services/Emergency	5,500	4,050	4,500	
Directors of Emergency Management	5,000	4,641	5,000	
CPO/Bylaw/Enhanced RCMP	8,000	6,968	10,000	was 12K
Provincial Policing (collect or fund balance under reserve account or from reserve account)	13,391	13,391		hearing this is going up 39% with a one-year reprieve being 2025 - in 2026 39% would add \$5,887 to the 2024 actual invoice number / \$15,095 is based on the 2024 actual invoice.
Sub-Total Emergency Services	\$ 72,591	\$ 70,010	\$ 76,595	
Planned Reserve Contributions				
Provincial Policing			0	
Sustainability Reserve	5,485	5,485	5,760	
Tree Removal Reserve	803	803	844	
Snow Removal Reserve	536	536	563	
Legal Reserve	536	536.00	563	
Election Reserve	1,339	1,339	1,406	
SDAB/ARB Appeals	1,071	1,071	1,125	
MAP Review Reserve	500	500	525	
Lagoon Reserve	-	-	0	
Operating Reserve	-	-	0	
Roads Reserve	-	-	0	
Sub-Total Planned Reserve Contribution	\$ 10,270	\$ 10,270	\$ 10,786	



For March 31-2025 Council Meeting



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		2024 ACTUALS		
	2024 BUDGET	(as at Dec 31-2024)	2025 DRAFT BUDGET	NOTES
Year-End Audit Accounts				•
Annual Amortization	-	-		
Gain\Loss On Sale Of TCA	-	-		
Sub-Total Year-End Audit Accounts	\$ -	\$ -	\$ -	
Special Projects				
2025 Flowering Rush ACP Grant (Silver Sands is Managing Partner)(2025/2026/2027)	-	-	165,471	Budget number assumes we get approved for our 2025 ACP application - \$152,500 / additional funding would come from the following: In-trust account \$4,971, SS-1K, LSA-1K, AB-1K, RH-1K, SV-1K, WC-1K, YS-1K, VQ-1K
2024 Flowering Rush Municipal Contributions (incl additional \$1,000 from SS, \$2,000 from LILSA, \$2,000 from WC)	23,372	22,688	0	
LSA County 2018 Rd Project (Repay over 3 Years 23/24/25)(LGFF Additional \$8,561 & Reserves \$16,092)	24,653	24,652	24,653	2025 is final year under the agreement
Entrance Signs	2,000	-	2,000	to be funded by reserves
Septic Site Inspections	10,000	-	0	
Assessment Bylaw Review	3,000	2,900	1,500	to be funded by reserves
Firesmart	5,500	-	5,000	to be funded by reserves / FireSmart grant
Legal Review Fire Matters	1,000	-	0	
Status Change Summer Village vs. Village	10,000	2,286	10,000	to be funded by reserves
Technology Prevention/Risk	-	-		
Sub-Total Special Project	\$ 79,525	\$ 52,526	\$ 208,624	



For March 31-2025 Council Meeting



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2024 ACTUALS

	2024 BUDGET	(as at Dec 31-2024)	2025 DRAFT BUDGET	NOTES
Capital Projects				
2025 Projects transferred from 5-year Capital Plan (Have \$134,793 in capital grant funds for 2025)				
2025 Project - spruce crescent drainage			6,000	Grant Funded
2025 Project - landscaping upgrades			7,000	Grant Funded
2025 Project - walking trail upgrades			10,000	Grant Funded
2025 Project - playground upgrades			6,000	Grant Funded
2025 Project - bathroom in quonset			10,000	Grant Funded
2025 Project - Surveying all rear property lines where they meet reserve land for installing Municipal Reserve Land Identification signs			19,000	Grant Funded
2025 Project Proposed from meeting - Firesmart the reserves (take from above projects)			0	-
2024 Project - Golf Course Road Replace main culvert, add proper culverts to existing approaches, install missing culverts in approaches, add culvert and approach to #6 and reshape drainage on whole street. \$40,000 - \$60,000  Asphalt repair at top of road \$10,000	70,000	82,396	ě.	
2024 Project - Landscape Upgrades (various areas - annual)	7,000			
2024 Project - Equipment Purchase walk behind Roughcut Mower	5,000	5,400		
2024 Project - Zoom Kandao System & Accessories (unbudgeted - M#214-24)	-	1,771		
Sub-Total Capital Projects	\$ 82,000	\$ 89,567	\$ 58,000	
TOTAL	\$ 644,555	\$ 643,353	\$ 788,958	

Income Less Expenses - Surplus / (Defecit)

7€

2,612 -\$

447,569.00

2024 Budget

2024 Actuals (as at Dec 31-2024) Variance



## Silver Sands

Reserve Account Balances	2023 Audit	2024 Budgeted	2024 Budgeted	2024 Balance	2025 Budgeted	2025 Budgeted	2025 Balance as
	Balances	Additions	Use	as Budgeted	Additions	Use	Budgeted
Operating Reserves							
Tax Stabilization	\$ 42,985	\$ -	\$	\$ 42,985		\$ -	\$ 42,985
Sustainability	\$ 98,553	\$ 5,485	-\$ 47,092	\$ 56,946	\$ 5,760	-\$ 37,792	\$ 24,914
Tree Removal	\$ 4,515	\$ 803	\$ -	\$ 5,318	\$ 844	\$ -	\$ 6,162
Snow Removal	\$ 3,010	\$ 536	\$ -	\$ 3,546	\$ 563	\$ -	\$ 4,109
Legal	\$ 3,010	\$ 536	\$ -	\$ 3,546	\$ 563	\$ -	\$ 4,109
Election	\$ 5,525	\$ 1,339	\$ -	\$ 6,864	\$ 1,406	-\$ 5,000	\$ 3,270
Provincial Policing	\$ 10,705	\$ -	-\$ 5,902	\$ 4,803	\$ -	-\$ 4,803	\$ -
SDAB/ARB Hearings	\$ 3,020	\$ 1,071	\$ -	\$ 4,091	\$ 1,125	\$ -	\$ 5,216
MAP Review	\$ -	\$ 500	\$ -	\$ 500	\$ 525	\$ -	\$ 1,025
Unrestricted Operating	\$ 14,825	\$ -	\$ -	\$ 14,825	\$ -	\$ -	\$ 14,825
Sub-Total Operating	\$ 186,148	\$ 10,270	-\$ 52,994	\$ 143,424	\$ 10,786	-\$ 47,595	\$ 106,615
Capital Reserves							
General	\$ 10,568	\$ -	\$ -	\$ 10,568	\$ -	\$ -	\$ 10,568
Land Disposition	\$ 16,408	\$ -	\$ -	\$ 16,408	7	\$ -	\$ 16,408
Lagoon	\$ 175,820	\$ -	\$ -	\$ 175,820	\$ -	¢ -	\$ 175,820
Roads	\$ 18,270	\$ -	\$ -	\$ 173,820	\$ -	\$ -	\$ 18,270
Sub-Total Capital	\$ 221,066	\$ -	\$ -	\$ 221,066	¢ .	\$ -	\$ 221,066
Jub Total Capital	7 221,000	7	7	7 221,000	4	Υ	ν 221,000
Total Reserves (Operating & Capital)	\$ 407,214	\$ 10,270	-\$ 52,994	\$ 364,490	\$ 10,786	-\$ 47,595	\$ 327,681

Note: 2024 Budgeted Operating Expenses \$483,030

Reserve goal is to have at least the equivalent of one year's operating.





2025 Actuals Variance % of (ending February) **Function** 

Income Function	2025 INTERIM BUDGET			
Taxation Income				
Municipal Tax	310,643	-	310,643	0%
School Foundation Tax	168,185	-	168,185	0%
Minimum Tax (\$1,109 - 2024)	117,053	-	117,053	0%
Senior Foundation Tax	16,376	-	16,376	0%
Designated Industrial Tax	33	-	33	0%
Sub-Total Taxation	\$ 612,290	\$ -	\$612,290	0%
Grant & Reserve Funding Income				
Operating Grant - LGFF Operating	17,122	Ę.	17,122	0%
Operating Grant - Canada Day (apply annually)	600	-	600	0%
Operating Grant - FIRESMART Canada	500	-	500	0%
Operating Grant - Canada Summer Jobs (apply annually)(made application - waiting on approval - did not get approved )			0	#DIV/0!
Capital Grant - MSI-C / LGFF	58,898	-	58,898	0%
Capital Grant - CCBF (funding agreement from 2014 to 2024)	-	-	0	#DIV/0!
Special Projects Funding (from reserves or from grant \$ in deferred revenue or from Grant Deposits)	53,372		53,372	0%
Capital Projects Funding (from reserves or from grant \$ in deferred revenue)	23,102	-	23,102	0%
Transfers from Reserves (2018 LSA Road)(2023/2024/2025 - under agreement \$24,653 per year repayment)	16,092	-	16,092	0%
Sub-Total Grant & Reserve Funding	\$ 169,686	\$ -	\$169,686	0%
Other Income				
Other Income (AMSC Rebate/Lease for 7 RV Lots)	1,400	-	1,400	0%
Penalties on Taxes	4,500	6,187	-1,687	137%
Bank Income	9,870	1,955	7,915	20%
Sub-Total Other Income	\$ 15,770	\$ 8,143	\$7,628	52%
Admin Income	T .			
Admin - Sales of Good and Services	500	-	500	0%
Admin - Tax Certificates	500	150	350	
Admin - NSF Fees		-	-	#DIV/0!



Sub-Total Sewer/Water/Drainage

Monthly Financials	Sands	2025 Actuals (ending February)	Variance	% of Function
Admin - Reserve Transfer (Legal Invoices Offset from other muni's)	2,000	-	2,000	0%
Sub-Total Admin Income	\$ 3,000	\$ 150	\$2,850	5%
Bylaw/Emergency Services Income				
Bylaw/Emergency Services - Fines		81	-81	#DIV/0!
Bylaw/Emergency Services - Fire Incident Recovery	-	-	0	#DIV/0!
Transfer from Reserves - Provincial Policing	5,902	-	5,902	0%
Sub-Total Bylaw/Emergency Services	\$ 5,902	\$ 81	\$5,821	1%
Utiltiies Income				
Utilities - Fortis Franchise Fees	5,500	1,089	11,723	20%
Sub-Total Utilities Income	\$ 5,500	\$ 1,089	\$4,411	20%
Public Works Income				
Public Works/Roads - Services Billed Out	-	_	0	#DIV/0!
Public Works/Roads - Sales of TCA	-	; <b>-</b>	0	#DIV/0!
Public Works/Roads - Transfer from Reserves	_	-	0	#DIV/0!
Sub-Total Public Works Income	\$ -	\$ -	\$0	#DIV/0!
Sewer/Water/Drainage Income				
Sewer/Water/Drainage - Transfer from Reserves	-	-	0	#DIV/0!

Summer village of Silver



\$0

#DIV/0!

16	
A	SUMMER VILLAGE OF
Allen	Silver
Name of Street, or other Designation of the last of th	DILVEL.
1	Canda
	Sands

<del> </del>	Sands	2025 Actuals	Variance	% of
		(ending February)		Function
Planning & Development Income				
Planning & Development - Safety Codes Permit Fees	1,000	108	892	11%
Planning & Development - Development Permit Fees	3,000	-	3,000	0%
Planning & Development - SDAB Appeal Fees	-	-	0	#DIV/0!
Planning & Development - Transfer from Reserves		<del>-</del>	0	#DIV/0!
Sub-Total Planning & Development	\$ 4,000	\$ 108	\$3,892	3%
Parks & Recreation Income	1112 33			
Parks & Recreation - Grant FCSS	5,50	1,375	4,126	25%
Parks & Recreation - Grant FCSS (funds from Regional Admin - Picnic/Allnet)	-	-	0	#DIV/0!
Parks & Recreation - Grant FCSS (Emergency Services Dinner)	-	-	0	#DIV/0!
Parks & Recreation - Weed Harvesting (LIAMS)	7,50	-	7,500	0%
Parks & Recreation - Transfer from Reserve		-	0	#DIV/0!
Sub-Total Parks & Recreation	\$ 13,00	1 \$ 1,375	\$ 11,626	11%
Requisitions Collected by Municipality (offset)	17-08-1			
Requisitions - Senior Foundation	- 16,37	-	-16,376	0%
Requisitions - Over\Under Utilized Levy	-	-	0	#DIV/0!
Requisitions - School Foundation	- 168,18	-	-168,185	0%
Requisitions - Over\Under Utilized Levy	-	-	0	#DIV/0!
Requisitions - Designated Industrial	- 3	3 -	-33	0%
Requisitions - Over\Under Utilized Levy	-	-	0	#DIV/0!
Sub-Total Requisitions	-\$ 184,59	4 \$ -	-\$ 184,594	0%
Net Revenue for Municipal Purposes	\$ 644,55	5 10,946	\$ 633,609	2%
Expense Function				
Council	- 15.5 f			
Council Meeting Fees	16,00	-	16,000	0%
Council Deductions	-	-	0	#DIV/0!
Council Monthly	5,40	-	5,400	0%



	Sands	2025 Actuals	Variance	% of
		(ending February)		Function
Council Travel \ Subsistence	4,000	-	4,000	0%
Council SVLSACE	1,666	-	1,666	0%
Council Development	3,000	115	2,885	4%
Council Integrity Commissioner	1,630		1,630	0%
Sub Total Council	\$ 31,696	\$ 115	\$ 31,581	0%
Administration				
Administration Contract	80,505	13,417	67,088	17%
W.C.B.	3,332	0	3,332	0%
Travel & Subsistence	3,200	324	2,876	10%
Conventions/Training (NEW)	1,000	0	1,000	0%
Postage \ Phone \ Storage	5,600	729	4,871	13%
Memberships	2,500	2,314	186	93%
Stationery & Printing	3,500	307	3,193	9%
Advertising	500	0	500	0%
Auditor	4,800	0	4,800	0%
Assessment	7,650	1,958	5,692	26%
Assessment LARB \ CARB	1,000	0	1,000	0%
Legal	3,000	2,448	552	82%
Insurance	9,700	8,122	1,578	84%
Computer Support \ Website	1,800	0	1,800	0%
Meeting Room Fees - Fallis Hall Rent	1,200	0	1,200	0%
General Appreciation	500	0	500	0%
Tax Rebates & Discounts	-	0	0	#DIV/0!
Bank Charges \ Penalties	250	32	219	13%
Land Title Charges	100	0	100	0%
Donation To Other Agency (water well workshop)	300	-	300	0%
Sub-Total Administration	\$ 130,437	\$ 29,651	\$ 100,786	23%

Silver



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	Sands	2025 Actuals	Variance	% of
		(ending February)		Function
Election				
Salaries & Wages	-		0	
Advertising	-	-	0	
Goods & Supplies	-	-	0	
Census Costs		-	0	
Sub-Total Election	\$ -	\$ -	\$ -	7
Medical		97		
Medical Clinic (LSA)	-	-	0	
Sub-Total Medical	\$ -	\$ -	\$ -	
Public Works				
Salaries \ Wages (Supervisor & Summer P/T)	81,900	11,425	70,475	14%
Payroll Deductions	6,500	924	5,576	14%
Payroll Vacation Accrual	3,300	457	2,843	14%
Payroll Employee Benefits	8,280	1,562	6,718	19%
Phone Reimburse (PWM)	1,200	200	1,000	17%
Shop Phone (Telus)	1,600	122	1,478	8%
Public Works Consultant		-	0	#DIV/0!
Shop Security	500	-	500	0%
Snow Removal \ Grading	1,500	-	1,500	0%
Gravel & Rehabilitation	12,000	2,335	9,665	19%
General Services	1,000		1,000	0%
Signs	700	_	700	0%
Parts, Supplies, Fuel, Equip Repair	17,000	3,417	13,583	20%
Shop Improvements	500	-	500	0%
Electrical	19,000	1,801	17,199	9%
Natural Gas	1,800	294	1,506	16%
Sub-Total Public Works	\$ 156,780	\$ 22,538	\$ 134,242	14%



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	Sands

	Sands	2025 Actuals	Variance	% of
		(ending February)		Function
Storm Water / Drainage			0	#DIV/0!
General Supply - Culverts	500	-	500	0%
Storm Water Drainage Study	-	-	0	#DIV/0!
Sub-Total Storm Water/Dainage	\$ 500	\$ -	\$ 500	0%
Lagoon / Sewer				
Lagoon/Sewer Capital	-	-	0	#DIV/0!
Lagoon/Sewer Operating	-	-	0	
Sub-Total Lagoon / Sewer	\$ -	\$ -	\$ -	#DIV/0!
Waste Collection				
Waste	24,500	2,227	22,273	
Recycle	6,700	1,728	4,972	
Large Bin Clean Up	5,000	-	5,000	
Waste Commission (Hwy 43)	6,500	402	6,098	
Sub-Total Waste Collection	\$ 42,700	\$ 4,357	\$ 38,343	10%
Municipal Planning				
Development Officer	3,600	600	3,000	17%
Development Permit Fees	2,000	-	2,000	0%
Development Enforcement	4,000	<u>-</u>	4,000	0%
Planning (GC)	500	-	500	0%
General Planning Services (General MPS)	1,500	-	1,500	0%
Safety Codes Administration (move line here starting 2024)	1,630	.=	1,630	0%
SDAB	300	300	0	100%
Sub-Total Municipal Planning	\$ 13,530	\$ 900	\$ 12,630	7%



Election Reserve

S.V. OF SILVER SANDS  Monthly Financials	Summer village of Silver Sands			
	Sands	2025 Actuals	Variance	% of
		(ending February)		Function
Recreation & Parks				
Playground Maintenance	1,200	-	1,200	0%
Boat Launch	1,000	-	1,000	0%
Clean - Up (Trees)	3,000	-	3,000	0%
Weed Inspection \ Spraying	1,200	-	1,200	0%
Weed Harvesting LIAMS	7,500	-	7,500	0%
Library - YRL	800	508	292	64%
Library - Local	1,500	_	1,500	0%
Recreation (LSA)	500	_	500	0%
East End Bus	350	375	-25	107%
FCSS (\$5,593)(\$987 admin)	6,876	688	6,188	10%
FCSS (All Net/Picnic)	-		0	#DIV/0!
FCSS (Emerg Services Appreciation)(NEW)	-	-	0	#DIV/0!
Canada Day Celebration	600	-	600	0%
Sub-Total Receation & Parks	\$ 24,526	\$ 1,571	\$ 22,955	6%
Emergency Services				
Fire Suppression	39,500	6,855	32,645	17%
Fire Incident Recovery		-	0	#DIV/0!
Fire Volunteer Recruitment	1,200	-	1,200	0%
Disaster Services/Emergency	5,500	-	5,500	0%
Directors of Emergency Management	5,000	300	4,700	6%
CPO Mayerthorpe	8,000	_	8,000	0%
Provincial Policing (collect or fund balance under reserve account or from reserve account)	13,391	-	13,391	0%
Sub-Total Emergency Services	\$ 72,591	\$ 7,155	\$ 65,436	10%
Planned Reserve Contributions	12,001	1,100	Ψ 00,400	1070
Provincial Policing	_	_	0	#DIV/0!
Sustainability Reserve	5,485	_	5,485	0%
Tree Removal Reserve	803	_	803	0%
Snow Removal Reserve	536	-	536	0%
Legal Reserve	536	_	536	0%
-0			000	570



1,339

0%

1,339

Sub-Total Special Project

Worthing I marrolate	-C 1 1			
	Sands	2025 Actuals	Variance	% of
		(ending February)		Function
SDAB/ARB Appeals	1,071	.=	1,071	0%
MAP Review Reserve	500	-	500	0%
Lagoon Reserve	-	-	0	#DIV/0!
Operating Reserve		-	0	#DIV/0!
Roads Reserve	-	-	0	#DIV/0!
Sub-Total Planned Reserve Contribution	\$ 10,270	\$ -	\$ 10,270	FireTricks
Year-End Audit Accounts				
Annual Amortization	Ě	Ä	0	#DIV/0!
Gain\Loss On Sale Of TCA	-	-	0	#DIV/0!
Sub-Total Year-End Audit Accounts	\$ -	\$ -	\$ -	#DIV/0!
Special Projects		-	-	
Flowering Rush ACP Grant (Silver Sands is Managing Partner)(Completion Date is Dec 31, 2023)		-	0	#DIV/0!
Flowering Rush Municipal Contributions (incl additional \$1,000 from SS, \$2,000 from LILSA, \$2,000 from WC)	23,372		23,372	0%
LSA County 2018 Rd Project (Repay over 3 Years 23/24/25)(LGFF Additional \$8,561 & Reserves \$16,092)	24,653	-	24,653	0%
Entrance Signs	2,000	-	2,000	0%
Septic Site Inspections	10,000	-	10,000	0%
Assessment Bylaw Review	3,000	-	3,000	0%
Firesmart	5,500	-	5,500	0%
Legal Review Fire Matters	1,000	-	1,000	0%
Status Change Summer Village vs. Village	10,000	-	10,000	0%
Technology Prevention/Risk	-	-	0	#DIV/0!

Summer village of Silver

79,525 \$



79,525



			2025 ACT		variance		% Of
				February)			Function
Capital Projects							
2024 Project - Golf Course Road Replace main culvert, add proper culverts to existing approaches, install missing culverts in approaches, add culvert and approach to #6 and reshape drainage on whole street. \$40,000 - \$60,000		70.000			70		201
Asphalt repair at top of road \$10,000		70,000		-	70,	000	0%
2024 Project - Landscape Upgrades (various areas - annual)		7,000			7,	000	0%
2024 Project - Equipment Purchase walk behind Roughcut Mower		5,000		_	5,	000	0%
2024 Project - Zoom Kandao System & Accessories (unbudgeted - M#214-24)		-		-		0	#DIV/0!
Sub-Total Capital Projects	\$	82,000	\$		\$ 82,0	000	0%
TOTAL	\$	644,555	\$	66,287	\$578,	268	10%
						-	

Income Less Expenses - Surplus / (Defecit)

55,341

2025 Interim Budget

2025 Actuals (ending February) Variance

% of Function

