

**COUNTY OF PAINT EARTH NO. 18**

**COUNTY COUNCIL MEETING**

**TUESDAY, MARCH 05, 2024**

**9:00 A.M.**

**A G E N D A**

1. CALL TO ORDER
2. ACCEPTANCE OF AGENDA
3. ADOPTION OF THE PREVIOUS MINUTES
  - A. Regular County Meeting February 21, 2024
4. PUBLIC HEARING

None.
5. DELEGATIONS
  - A. Kurt Cole 10 a.m.
6. BUSINESS
  - A. Castor request for costs regarding replacement of Water Tender and Fire Command truck radios
  - B. Motion 02.06.24.522 request for review re: Capital Power Dev. Permit 2321 – 2353 working hours variance, Feb 6, 2024 Council Minutes.
  - C. PRWM motion for consent to allow Board of Directors to grant PEPS \$75,000
7. BYLAWS

None.
8. COUNCILLOR REPORTS
  - A. Verbal Reports.

9. ADMINISTRATION REPORTS

- A. Chief Administrative Officer Report
- B. Strategic Initiatives Manager Report
- C. Community Services Director Report

10. FINANCIAL

- A. Budget Report Ending February 29, 2024

11. CORRESPONDENCE

- A. Gus Wetter Experience Canada 2024 Committee support request
- B. Castor Municipal Library letter of thanks
- C. RMA Unpaid Oil and Gas Tax Survey summary document
- D. Sandy Boates – “Roundup is poison” correspondence
- E. Municipal Affairs re: LGFF and Budget 2024
- F. Municipal Affairs re: ICF survey, closing April 12, 2024

12. CONFIDENTIAL ITEMS

- A. *Freedom of Information and Protection of Privacy Act, R.S.A. 2000, Chapter F-25: Part 1, Div. 2, Sec 16(1)*

13. ADJOURNMENT

**Upcoming Council Meeting Dates** – April 3, 16, May 7, May 22, June 4, June 18, 2024. Council Meeting dates are subject to individual change and commence at 9:00 a.m.

3a)

**COUNTY OF PAINTEARTH NO. 18**  
**REGULAR COUNCIL MEETING**  
**MINUTES**  
**WEDNESDAY, FEBRUARY 21, 2024**

The Regular meeting of the Council of the County of Paintearth No. 18 held in Council chambers in the municipal office on Wednesday, February 21, 2024, commencing at 9:00 a.m.

**IN ATTENDANCE:**

Reeve:	Stan Schulmeister
Councillors:	Dale Norton, Terry Vockeroth, Maurice Wiart, Sandy Shipton, Diane Elliott, George Glazier
Chief Administrative Officer:	Michael Simpson
Assistant Chief Administrative Officer:	Lana Roth
Community Services Director:	Todd Pawsey
Environmental Services Director:	Jeff Cosens
Strategic Initiatives Manager:	Kaitlyn Kenney

**CALL TO ORDER:**

Reeve Schulmeister called the meeting to order at 9:00 a.m.

**ADOPTION OF AGENDA:**

02.21.24.524

**Regular Council Meeting Agenda – February 21, 2024 - MOVED by Deputy Reeve Wiart for adoption of the Regular Council Meeting Agenda of February 21, 2024, with the following additions:**

- 5.D. Halkirk Council and Administration closed session delegation
- 6. E Coronation Music Festival Committee – Dance portion grant/ Policy AD009 Amendment

Carried

**ADOPTION OF PREVIOUS MINUTES:**

02.21.24.525

**Regular County Council Meeting Minutes – February 6, 2024 – MOVED by Councillor Norton that the Regular County Council Meeting Minutes for February 6, 2024 be approved as presented**

Carried

**DELEGATIONS:**

3C's Minor Hockey – Shianna Younger and U13 3c Association hockey players entered chambers at 9:01 a.m. and delivered a presentation on U13 Provincials to request sponsorship support from the County of Paintearth, concluding at 9:06 a.m.

02.21.24.526

**MOVED by Councillor Glazier that the presentation from 3C's Minor Hockey be accepted as presented.**

Carried

**BUSINESS:**

- 02.21.24.526 Write off accounts receivable KAR004 - MOVED by Deputy Reeve Wiart to write off accounts receivable KAR004 in the amount of \$42.06  
Carried
- 02.21.24.527 Write off accounts receivable ATC006 - MOVED by Councillor Glazier to write off accounts receivable ATC006 in the amount of \$21.59  
Carried
- 02.21.24.528 Closure of Account re: Coronation TD Branch Closure – MOVED by Councillor Vockeroth that the County close it's local account at TD Bank in Coronation in regard to the July 12, 2024 Branch Closure and that the balance of \$492,484.74 be deposited in the ATB Operating Bank Account held in Castor, AB.  
Carried
- 02.21.24.529 BRAED Request for Ag Roundtable Sponsorship - MOVED by Councillor Norton that the County sponsor the BRAED Ag Roundtable Conference, hosted by Paintearth County in the Town of Castor, in the amount of \$1,000  
Carried
- 02.21.24.530 Coronation Music Festival Committee – Dance Portion grant request - MOVED by Councillor Elliott that the County of Paintearth provide a grant to the Coronation Music Festival Committee in the amount of \$750 and further that County Policy AD009 be amended to include a permanent grant of \$750 to the same reserved for the dance portion of the festival's costs in support of dance activities associated with the festival.  
Carried

**COUNCILLOR REPORTS:**

- 02.21.24.531 Councillor Reports – MOVED by Councillor Norton to adopt the verbal Councillor Reports as information.  
Carried

**ADMINISTRATION REPORTS:**

- 02.21.24.532 Chief Administrative Officer Report – MOVED by Councillor Glazier to approve the Chief Administrative Officer's Report as presented.  
Carried

**Recess** - The meeting recessed 9:52 a.m. and reconvened at 10:09 a.m.

**DELEGATIONS:**

Heartland Generation/Transalta's Travis Callum and Alex Retfalvi entered Council chambers at 10:10 a.m. and delivered a presentation on the Heartland Generation BRCH and Hydrogen Projects at the Battle River Facility as well as a policy overview of provincial and federal activities steering the future of the local project.

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02.21.24.533            **MOVED by Deputy Reeve Wiart that the presentation from Heartland Generation be accepted as information**

Carried

Travis and Alex departed chambers at 10:58 a.m.

**Recess** – the meeting recessed at 10:59 and reconvened at 11:09 a.m.

**PUBLIC HEARING:**

**Public Hearing regarding Bylaw 719-24 Land Use Bylaw Rezoning amendment** - Reeve Schulmeister opened the public hearing at 11:10 a.m.

There were no written or public presentations or submissions.

Reeve Schulmeister closed the public hearing at 11:30 a.m.

**DELEGATIONS:**

Glenda Farnden, Senior Municipal Relations Officer for STARS Air Ambulance entered chambers at 11:31 a.m. and delivered a presentation on the success of Alberta's civilian-led air ambulance program and thanked Council for maintaining Paintearth's above-per capita support. Ms. Farnden presented Council with a framed commemorative photograph on behalf of STARS.

02.21.24.534            **MOVED by Councillor Norton that the presentation from STARS be accepted as information.**

Carried

**BUSINESS:**

02.21.24.535            **MOVED by Councillor Glazier that the County sponsor the 3C's Minor Hockey U13 Female Provincials in Consort to the amount of \$1,500.**

Carried

**BYLAWS:**

02.21.24.536            **Bylaw 719-24 Land Use Bylaw Zoning Amendment** - MOVED by Deputy Reeve Wiart that Bylaw 719-24 Land Use Bylaw Zoning Amendment be given second reading.

Carried

02.21.24.537            **Bylaw 719-24 Land Use Bylaw Zoning Amendment** - MOVED by Councillor Glazier that Bylaw 719-24 Land Use Bylaw Zoning Amendment be given third reading.

Carried

**Recess** – the meeting recessed at 11:59 a.m. and reconvened at 12:40 p.m.

**FINANCIAL:**

02.21.24.538            **Bank Statement for October 31, 2023** – MOVED by Councillor Norton that the October 31, 2023, bank statement be approved as presented.

Carried

REGULAR COUNCIL MEETING  
FEBRUARY 21, 2024

02.21.24.539 Bank Statement for November 30, 2023 – MOVED by Deputy Reeve Wiart that the November 30, 2023, bank statement be approved as presented.

Carried

02.21.24.540 Bank Statement for December 31, 2023 – MOVED by Councillor Elliott that the December 31, 2023, bank statement be approved as presented.

Carried

CORRESPONDENCE:

None.

CONFIDENTIAL ITEMS:

02.21.24.541 Closed Session - MOVED by Councillor Norton that Council move to Closed-Session at 12:46 p.m. to discuss items under the *Freedom of Information and Protection of Privacy Act, R.S.A. 2000, Chapter F-25: Part 1, Div. 2, Sec. 16(1)*

Carried

Halkirk Mayor and Council and Administration entered chambers at 12:47 p.m.  
Halkirk Mayor and Council and Administration exited chambers at 1:39 p.m.

02.21.24.542 Open Meeting - MOVED by Councillor Norton that Council return to an Open Meeting at 1:40 p.m.

Carried

Recess – the meeting recessed at 1:41 p.m. to allow return of the public.

Reconvene – the meeting reconvened at 1:42 p.m. with no public present.

Upcoming meetings - Upcoming Council Meetings will be scheduled for April 3, April 16, May 7, May 22, June 4, June 18 2024 beginning at 9:00 a.m.

ADJOURNMENT:

Adjournment – Reeve Schulmeister adjourned the meeting at 1:43 p.m.

These minutes approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Chief Administrative Officer

# Rural Renewal Stream – Community designation

Communities with the capacity to attract, recruit and welcome newcomers, can apply to participate in this stream.

## Overview

The Rural Renewal Stream addresses current labour needs and skill shortages in rural Alberta communities and helps newcomers settle into the community. This stream requires a community to apply to the Government of Alberta for community designation.

This stream is community-driven. Once designated, the community then works with employers to attract, recruit and retain newcomers by sharing information on settlement supports. This may include accommodation, education, health care and services such as language training.

A candidate must be selected and endorsed by a designated community and meet all criteria for the Rural Renewal Stream. Do not apply to the province of Alberta if you do not have an endorsement of candidate letter from a designated community.

## Community designation

Interested communities fill out a Community Designation Application form. Additional points will be awarded for communities with less than 10,000 residents. Once a community is designated, they will be able to attract, recruit and retain newcomers using this stream.

### Mandatory requirements

An application will only be evaluated if all of the mandatory requirements below are met:

- rural communities with a population less than 100,000
  - rural communities in the same economic region may form a partnership to submit an application
  - census 2016 figures will be the reference year for population count

- communities must fall outside of the [Calgary](#) and [Edmonton](#) census metropolitan area
- one or more employers are interested in participating and have permanent (minimum 12 months), full-time, non-seasonal employment available
- an endorsement letter of support from participating town or municipal councils signed by the mayor or reeve
- application is signed and submitted by the economic development organization with a primary function in economic development
  - includes an economic development plan or similar document (does not need to be current)

Uses not allowed

The Rural Renewal Stream cannot be used for:

- recruiting part-time or seasonal workers
- individuals nominated under the stream will still need to be licensed by the respective Provincial Regulatory Organization (PRO) if their occupation is regulated or meet Alberta industry trade standards for a specific trade in Alberta
  - Learn more about [regulated occupations in Alberta](#)
  - Learn more about [industry trade standards in Alberta](#)
- permanent residency approval is still required by the Government of Canada

Before you apply

Communities must have the capacity to attract, recruit and welcome newcomers in order to participate in the Rural Renewal Stream. A Rural Renewal Stream candidate is a foreign national who does not have permanent residence or Canadian citizenship. This person could be living in or outside of Canada.

Read the [Rural Renewal Stream Factsheet](#). (Attached)



## Community requirements

### Communities will be responsible for:

- identifying and working with community employers that have permanent (minimum of 12 months, full-time, non-seasonal) jobs that need to be filled
- connecting with a settlement providing organizations to identify and plan for some of the settlement needs within the community
- developing additional criteria (optional) to recruit foreign nationals
  - this could include narrowing down the occupations that the community is interested in recruiting
- responding to foreign national inquiries while community is actively recruiting
- collaborating with employers on selecting and endorsing the foreign national
- developing and implementing a plan for welcoming and settling foreign national(s) to the community

There is no direct funding for the Rural Renewal Stream. However, the Government of Alberta offers grants to support capacity building of small centre or rural areas to attract, welcome and retain newcomers in rural Alberta. These grants are part of an annual call for proposals that support community capacity building.

- [Rural Renewal Community Designation Application form](#)

**Note:** Incomplete applications and/or applications that do not have all of the mandatory requirements will not be evaluated.

### **Endorsement support letter from participating town or municipal councils signed by the mayor or reeve**

The letter should outline the following on the official letterhead:

- name and address of the participating town or municipality supporting the application
- participating town/municipality acknowledges support for this project and the meeting date that this project was discussed

- participating town or municipality acknowledges that their community name will be posted on the Government of Alberta website should their community become designated
- name, title and contact information of the mayor or reeve issuing the endorsement letter

The completed application and supporting documents need to be submitted for designation by email to: [ruralrenewal@gov.ab.ca](mailto:ruralrenewal@gov.ab.ca)

Applications will be evaluated on a points system (points for each category are noted in the application). Communities must score a minimum of 150 points in order to be considered for designation. In the event that multiple applications are received at the same time, selection will be based on top scores.

After you have submitted

Government of Alberta representatives will review the initial application and let the applicant know if the application is complete (all sections of the application are fully completed and all mandatories have been provided/met). The amount of time this review will take will depend on the volume of applications.

Once the application has been reviewed and deemed complete, the applicant will receive an email confirming the official date of submission. At this point, the application cannot be altered.

The application will be evaluated and a government representative will contact the community to indicate the status of the application within 8 weeks of the official submission date. The applicant will be notified if more time is needed and will be notified of the outcome of the application via email.

Community designation will last 3 years to the date that the community received email confirmation of designation. There will be an option to extend the designation by an additional 2 years to a maximum of 5 years.

After receiving designation

Attract and recruit

A designated community, in partnership with their local economic development organization and participating employers, are responsible for recruiting foreign nationals. Candidates may be recruited from within Alberta, Canada or outside of Canada.

Candidates that are currently living in Canada are only eligible if they have legal status in Canada. If the community is recruiting outside Canada, all federal immigration rules and regulations apply. The Government of Alberta will not compensate the community for any recruitment costs.

The community partnership reviews candidate applications to ensure candidates meet all criteria, including the [program eligibility](#). Communities may choose to have additional criteria separate from the mandatory criteria. This can include a particular skill set or certain occupations that help the community fill a specific labour need.

The employer provides a job offer to the successful candidate and the community endorses the newcomer.

Select and endorse newcomers

An endorsement of candidate letter is issued to the candidate chosen by the community for the Rural Renewal Stream.

### **Content for the endorsement of candidate letter**

The letter must be on the official letterhead and issued by the local economic development organization of the community and must outline the following:

- name and address of the economic development organization supporting the application
- candidate's full name and residential address
- details of the bona fide job offer:
  - name of the business
  - name and contact information of the employer
  - location of employment
  - position and description of job duties
  - duration of employment and work conditions
- detailed description of how filling the position offered aligns with the economic growth of the designated community
- the employer's efforts to fill the position within Canada and outcomes
- name, title and contact information of the person issuing the endorsement of the candidate

The candidate submits their application through the [AAIP Portal](#) ensuring all criteria for Rural Renewal Stream is met. There is a non-refundable application fee for this stream.

The application will be reviewed and the candidate will be notified if they are eligible for nomination.

While the permanent residency application is being processed, the candidate can request a [204\(c\) Letter of Support](#) to apply for a temporary work permit to allow them to start working in the designated community.

### **Permanent residency**

Nominee applies to Immigration Refugees and Citizenship Canada for permanent residency

The federal government makes the final decision on permanent residency applications. A nomination by the province does not guarantee an approved permanent residency application.

Welcome and integrate newcomers

It is the responsibility of the community to identify what kind of settlement supports they will offer, develop and implement a settlement plan to help the candidate and their family settle into the community.

- [Alberta Municipalities](#) has resources around welcoming and inclusive communities.
- [Alberta Association of Immigrant Serving Agencies](#) has a list of immigration serving organizations.

Pre-arrival settlement services are available through the federal government for permanent residents. The province has some services available for nominated temporary residents in Canada with a valid work permit.

Contact

Connect with us if you have questions about community designation:

Email: [ruralrenewal@gov.ab.ca](mailto:ruralrenewal@gov.ab.ca)

**Lead ministry:** Immigration and Multiculturalism

# Alberta Advantage Immigration Program (AAIP)

## Rural Renewal Stream (RRS) Fact Sheet

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### What is the Alberta Advantage Immigration Program?

The Alberta Advantage Immigration Program (AAIP) is an economic immigration program that nominates individuals for permanent residence in Alberta. The AAIP has different streams for both foreign nationals who are living and working in Alberta as well as entrepreneurs wanting to establish or purchase a business in Alberta. AAIP nominees must have the skills and abilities to fill labour shortages or contribute to the economy through the ownership and operation of an Alberta business.

Both the Government of Alberta and the federal government administer the program. If an individual is nominated through the AAIP, they may apply for permanent residence status together with their spouse or common-law partner and dependent children. Program nominees must also meet medical, criminal and security federal checks to be eligible for permanent residency.

Immigration, Refugees and Citizenship Canada (IRCC) makes the final decisions on all permanent residence applications.

What makes the Rural Renewal Stream unique is that it is "community driven". To ensure success in your community, economic development groups, employers and community organizations will work together to achieve community designation to meet the labour force and economic needs of the community.

### How the Rural Renewal Stream Works

Rural Alberta communities express interest in the Rural Renewal Stream (communities within an economic region can partner to apply).



Communities that meet the mandatory criteria submit their application for community designation.



The community partnership works to attract and recruit foreign nationals.



Employer provides a job offer to the successful foreign national and the community partnership ensures the candidate meets the streams criteria. An endorsement letter is provided to the foreign national.



Endorsed foreign national submits application to the Alberta Advantage Immigration Program (AAIP).



AAIP issues nomination for Permanent Residency.



Foreign national applies to Immigration Refugees and Citizenship Canada for Permanent Residency.



Designated Community supports newcomers to settle permanently and be successful in the community.

## Mandatory Requirements for Community Designation

- Rural communities with a population less than 100,000.
  - Rural communities in the same economic region may form a partnership to submit an application.
  - Census 2016 figure will be the reference year for the population count.
  - Communities must fall outside of the Calgary and Edmonton Census Metropolitan Area.
- Community has an organization/entity whose primary function is economic development for the community that will serve as the community designation lead and coordinator for the Rural Renewal Stream.
- Community has an Economic Development Plan.
- Community has support letters from town/municipality council(s).
- Community has a labour market need and employers interested with permanent, full time, non-seasonal employment opportunities available.

## Next Steps

For more information on the Rural Renewal Stream and Community Designation, please connect with your regional Workforce Consultant, visit [Rural Renewal Stream](#), or email the Rural Renewal Stream mailbox at [ruralrenewal@gov.ab.ca](mailto:ruralrenewal@gov.ab.ca)

If your Community is not quite ready for Community Designation, please connect with your regional Workforce Consultant for information on additional programs and services, [grants to build community capacity for newcomer integration](#), and [Workforce Partnerships](#).

Community	Designation Date
City of Brooks (including: Town of Bassano, Village of Duchess, County of Newell, Village of Rosemary)	May 13, 2022
City of Grande Prairie	July 6, 2022
Town of Whitecourt	July 20, 2022
Town of Taber (including: Municipal District of Taber, Town of Vauxhall, Town of Coaldale, Town of Picture Butte, Lethbridge County, Town of Cardston, Town of Milk River, Town of Raymond)	July 20, 2022
Town of Innisfail (including: Town of Olds, Town of Bowden)	September 9, 2022
Municipal District of Smoky River (including: Town of Falher, Village of Donnelly, Village of Girouxville)	September 9, 2022
County of Grande Prairie (including: Town of Sexsmith, Town of Wembley, Town of Beaverlodge, Village of Rycroft)	September 9, 2022
Town of Trochu (including: Village of Acme, Town of Three Hills, Village of Linden)	September 9, 2022
Fort McMurray Wood Buffalo	September 9, 2022
Municipality of Jasper	September 13, 2022
County of Barrhead (including: Town of Barrhead)	November 8, 2022
Town of Hinton	November 8,

Community	Designation Date
	2022
Town of Fairview (including: Village of Hines Creek)	January 13, 2023
City of Medicine Hat (including: County of Forty Mile, Cypress County, Town of Bow Island, Town of Redcliff)	January 13, 2023
Town of Fox Creek	February 13, 2023
City of Cold Lake	March 10, 2023
County of St. Paul (including: Town of St Paul, Town of Elk Point, Summer Village of Horseshoe Bay)	March 10, 2023
Town of Drayton Valley	March 10, 2023
Town of Slave Lake (including: Sawridge First Nation, Municipal District of Lesser Slave River)	March 10, 2023
City of Lloydminster	March 29, 2023
City of Lethbridge	March 29, 2023
Town of Westlock	March 29, 2023
Municipal District of Greenview No.16 (including: The Town of Valleyview)	March 29, 2023
Town of Peace River	June 14, 2023



Community	Designation Date
Town of Sylvan Lake	June 14, 2023
City of Wetaskiwin	August 2, 2023
Special Areas 2, 3, 4 (including: Town of Hanna, Town of Oyen, Village of Consort, Village of Empress, Village of Veteran, Village of Youngstown, Municipal District of Acadia No. 34)	August 2, 2023
Growth Regional Economic Development Alliance (including: Woodlands County, Town of Swan Hills, Town Mayerthorpe)	September 22, 2023
County of Northern Lights (including: Town of Manning)	September 22, 2023
Town of Bonnyville	September 22, 2023
Town of Two Hills	September 22, 2023
Lac La Biche County (including: Hamlet of Lac La Biche, Hamlet of Plamondon and Greater Region)	October 4, 2023
Town of High Level	December 14, 2023
Town of Didsbury	December 14, 2023

6a.)

## Michael Simpson

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**From:** Donna Rowland <donna@townofcastor.ca>  
**Sent:** February-15-24 1:36 PM  
**To:** Michael Simpson  
**Subject:** Fire Department Radios

Good afternoon,

The Fire department has reached out regarding radios for their new trucks (water tender and command truck).

The Town of Castor has had the radios quoted for these two units and will have the new rescue unit radio installed at the same time (saving both the County and the Town travel and installation fees). As communication is key in the types of events the fire department responds to, we would like to proceed with the project as soon as possible (fire season is coming soon).

The cost with installation will be \$2,623.62 per unit.

As these units are outside regular radio equipment expenses, we are requesting that the County pay the cost of the 2 radios for the water tender and command truck (\$ 5,247.24).

*Donna Rowland*  
Chief Administrative Officer  
Town of Castor  
(403) 882-3215  
[www.castor.ca](http://www.castor.ca)



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February 2, 2024

Todd Pawsey  
Dir of Community Services – County of Paintearth  
1 Crow Foot Cross,  
Castor Alberta T0C 0X0

Dear Mr. Pawsey:

**RE: Halkirk 2 Wind Project – Development Permit 2321 through 2353 - Peace and Quiet Hours**

Capital Power is requesting Council's approval to occasionally complete specific construction tasks inside the county's peace and quiet time as stated in clause 7 of development permits 2321 through 2353.

*"Clause 7 – The applicant observe the county's peace and quiet time between 11 pm and 6 am and any requests to alter construction periods would require council approval;"*

The specific construction tasks requested for exemption include concrete foundation pours and turbine top-out activities. These activities may be required to be scheduled to start during the quiet hours depending on weather conditions (including ambient temperature, wind speed, and precipitation).

Concrete foundation pours are scheduled to be completed between May 10 and July 29, 2024. Once started, the concrete pours will be required to be completed as a continuous pour. Concrete cannot be poured at ambient temperatures that exceed the placement temperature requirements specified for mass concreting by the Canadian Standards Association (CSA). Temperatures below the threshold are more likely to be encountered during overnight periods, especially in the warm summer months. Traffic activities expected during the concrete pours will include concrete delivery vehicles, concrete pumps, crew trucks and the concrete batch plant located at the laydown yard. This task is expected to be completed in approximately one 12 hour shift per turbine site.

Turbine top-out activities are scheduled to be completed between July 10 and October 5, 2024. The turbine top-out activities are required to be scheduled within the low wind weather window that presents itself during the installation period. The maximum wind speed for the lifting activities, depending on the component being lifted, is between 8m/s and 13m/s. In Alberta, wind speeds are typically lower over night than during the day, so there are more opportunities to complete the turbine top-out activities during the nighttime. During the turbine top-out activities, only crew trucks are expected to travel on the site roads and cranes will be in operation at each turbine site. It is expected that 3 shifts will be required to complete the top-out activities per turbine site with a time-of-day dependant on wind conditions during the work.

Vehicle traffic will remain on the designated haul routes between the laydown yard and the specific turbine location.

All other tasks are expected to be completed outside of peace and quiet hours. If any additional information is required, please let us know.

Please review and confirm if Council approval is granted.

Regards,



James Osness  
Senior Project Manager,  
Halkirk 2 Wind

Cc: Mark Angus, Construction Manager, Halkirk 2 Wind Project  
Aliya Brown, Project Engineer, Halkirk 2 Wind Project  
Michael Sheehan, Senior Advisor, Indigenous & Stakeholder Engagement



# County of Painesville No. 18

bc)

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## Request for Decision

**Title: MEMBER APPROVAL REQUIRED FOR PRWM BUDGET ITEMS OVER \$10,000**

**Meeting: Regular Council**

**Meeting Date: March 5, 2024**

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### Issue/Background:

On January 29, 2024 the PRWM Board of Directors met and approved the 2023/24 Operating and Capital Budgets in open session (**attachment i**). Pursuant to some individual items, membership approval is required for transactions above the \$10,000 threshold, including the historic grant made by PRWM to the Painesville Economic Partnership Society (PEPS). This requirement stems from the Unanimous Members Agreement (*UMA*) signed by all members in 1996.

Upon review of the Painesville Regional Waste Management Unanimous Membership Agreement's binding terms and conditions of financial decision-making, and discussions with legal counsel on efficacy of current agreement (almost 28 years old) suggests a new member agreement be agreed upon between parties to better serve the needs of the PRWM Corporation in today's fiscal and political climate.

### Financial:

**Section 3.6(c)** of the *UMA* requires the approval of 80% of members for any expenditure over \$10,000 – it is the opinion of Administration this threshold is unrealistic in today's financial reality and should be revisited.

This threshold creates issues with approving community grants at the Board of Director Level, has the effect of allowing Member municipalities to withhold consent to purchase new equipment, enter into contracts with a value of \$10,000 or more, and weakens the efficacy of the Board's ability to achieve its objectives substantially.

A reminder to Council that, under the current Membership agreement, PRWM has the ability to request a financial contribution from the municipal members to help assist with operating and capital costs. As per appendix "A" of the Allocation Formula within the *UMA*, the current population census may need to be applied to verify if the listed formula is fair to all members.

At the present time, current division of costs per member is allocated as follows:

- a. Halkirk – 3.28%
- b. Coronation – 25.80%
- c. Castor – 20.32 %
- d. Painesville – 50.60%

### Policy/Legislation:

It should be noted that under the *UMA* member cash-contributions can be required for remediation of any or all transfer station sites if there is a shortfall in PRWM reserve amounts to cover its obligations for closure and remediation.

There are three sites within the membership area which are under binding obligation of all members to remediate should PRWM commence any "winding up" actions as part of a closure of the corporation – in addition to the entirety of the rail right of way which is owned by PRWM as well.

Based on historic remediation costs and coverage requirements of the present day, Administration is of the opinion, upon review of the approved PRWM Operating and Capital 2023/24 budget (**attachment ii**), that insufficient funding is available to remediate these areas should the requirement to do so arise. Municipal members should expect, following future Board meetings of Paintearth Regional Waste, for requisitioning of funding to be made.

The caveat to PRWM requesting an advance to meet obligations under 4.2, 4.3 is subject to clause 4.5 of the Unanimous Members Agreement, which states that 80% approval is required for an advance to be requested, which has the effect of giving members who are unwilling to raise taxes on their end the ability to prevent PRWM from addressing its obligations under the Environmental Protection Act as well as any and all applicable sections entailing member obligations under the Unanimous Membership Agreement (**attachment v**), Articles of Association (**attachment iii**), and Memorandum of Association (**attachment iv**).

The question remains as to whether PRWM Directors will approve cash calls to municipal members under clause 4.5 of the *UMA* in order to be compliant with Article IV clauses 4.2 and 4.3 of the same.

Given the PRWM Board of Directors awareness of its environmental obligations, any move by directors to bar PRWM from being able to request monies from municipal members would not, in all likelihood, be justifiable as being in good faith, and that Director would likely be found to be acting on the interests of its appointing municipality, and not the fiduciary responsibility it owes to the Corporation upon which it sits as a Director. This would invalidate protections afforded to Directors under clause 63 of the Articles of Association which govern the conduct of Directors and day to day operations of the business and conduct of Directors of the Corporation (**attachment iii**).

**Attachments:**

- i. PRWM Board Minutes – January 29, 2024
- ii. PRWM Approved Budget 2023/24 Fiscal Year
- iii. PRWM Articles of Association filed Nov. 5, 1996
- iv. PRWM Memorandum of Association filed Nov. 5, 1996
- v. Unanimous Members Agreement (Paintearth County, Castor, Coronation, Halkirk, Paintearth Resource Recovery Center Ltd.) filed Nov. 5, 1996

**Recommendations:**

1. That Paintearth Council approach Municipal Members with a request to update the existing Corporate Documents applicable to terms and conditions of membership in Paintearth Regional Waste Management Ltd. to reflect modern financial thresholds and voting requirements.
2. That Paintearth Council Approve all expenditures contained in the Paintearth Regional Waste Management Director-approved operating and capital budgets, including but not limited to a grant of \$75,000 to Paintearth Economic Partnership Society (PEPS).
3. That Paintearth Council approach fellow municipal members with a request to review the allocation formula for revision based on current census data.

***Prepared By:***

***Michael Simpson, Chief Administrative Officer***

Draft

6c)i)

**MINUTES - PAINT EARTH REGIONAL WASTE MANAGEMENT  
BOARD OF DIRECTORS MEETING, JANUARY 29, 2024**

Ron Checkel	Town of Coronation	Board Member
Maurice Wiart	County of Paintearth	Board Member
Trudy Kilner	Town of Castor	Board Member
Stan Schulmeister	County of Paintearth	Board Member
Jan Koenraad	Village of Halkirk	Board Member
Michael Simpson	Administration	Secretary Treasurer
Kevin McDougall	Operations	Transfer Station Supervisor

1) CALL MEETING TO ORDER  
Chairman Wiart called the meeting to order at 6:01 p.m.

2) ACCEPTANCE OF AGENDA  
Moved by Member Checkel to approve the agenda as presented. **CARRIED**

3) MINUTES  
a. December 11, 2023 Organizational Meeting Minutes  
Moved by Member Schulmeister that the December 11, 2023 Regular meeting Minutes be approved as presented: **CARRIED**

b. December 11, Regular Meeting Minutes  
Moved by Vice Chair Koenraad that the December 11, 2023 Regular Meeting Minutes be approved as presented: **CARRIED**

4) FINANCIAL REPORT  
a. MONTHLY BANK STATEMENTS  
i. December 31, 2023  
Moved by Member Kilner to approve the bank statement as presented **CARRIED**

b. CHEQUE LISTING  
i. December 4, 2023 – December 28, 2023  
Moved by Member Checkel that the cheque listing be approved as presented **CARRIED**

5) MANAGERS REPORT  
a. Transfer Station Supervisor Report  
Moved by Member Koenraad to approve the Transfer Station Supervisor Report as presented **CARRIED**

6) NEW BUSINESS  
a. Draft 2023-2024 Operating and Capital Budgets  
Moved by Vice Chair Koenraad that the 2023-24 Operating and Capital Budget, with revenues and expenditures of \$427,650 inclusive of a transfer from reserves of \$57,650 containing a capital budget of \$12,000, and be approved. **CARRIED**

b. Closed Session Item

Moved by Member Kilner that the Board enter closed session at 7:11 p.m.

CARRIED

Moved by Member Vice Chair Koenraad to exit closed session at 7:37 p.m.

CARRIED

Moved by Member Kilner to award five days of vacation to the Transfer Station Supervisor in lieu of COLA following a favourable performance evaluation.

CARRIED

7) NEXT MEETING

a. April 23, 2024 at 5:30 p.m.

8) ADJOURNMENT

Chairman Wiert adjourned the meeting at 7:46 p.m.

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Chairman

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Secretary Treasurer



(6c) ii)

Paintearth Regional Waste Management Ltd.  
Revenues

Revenues:	2023/2024
Account Number:	Budget
Mun. Requisition	\$ -
Prov. Grants	\$ -
Fed. Gov. Grants	\$ -
Investment Return	\$ 22,000.00
Sale of Structures	\$ -
Sale of Furniture	\$ -
Sale of Land	\$ -
Donations	\$ -
Royalties	\$ 290,000.00
Community Fund	\$ 30,000.00
Insurance Claims	\$ -
Other Income	\$ -
Lease Revenue	\$ 3,500.00
Recycling Rev.	\$ 10,000.00
Station Fees	\$ 2,500.00
Capital Transfer	\$ 12,000.00
Loan Proceeds	\$ -
Transfer Reserves	\$ 57,650.00
<b>Total:</b>	<b>\$ 427,650.00</b>

The Transfer from reserves will balance the budget at \$0, eliminating the deficit and thereby complying with the Act. If expenditure actuals within the budget

**Paintearth Regional Waste Management Ltd.**  
**Expenditures**

<b>Account Name</b>	<b>2023/2024</b>
<b>Expenditures</b>	<b>Budget</b>
Board Diem	\$ 3,000.00
Board Travel	\$ 1,000.00
Board Mtg Expense	\$ 450.00
Transfer Salaries	\$ 112,000.00
Transfer Benefits	\$ 22,000.00
Insurance	\$ 22,000.00
Trans. Station R&M	\$ 17,000.00
Insurance Loss	\$ -
Postage	\$ -
Advertising	\$ 3,000.00
Legal Fees	\$ 8,000.00
Audit Fees	\$ 5,500.00
Membership Fees	\$ 2,300.00
Consulting Fees	\$ -
Training /Conferences	\$ 2,500.00
Transfer Travel	\$ 500.00
White Disposal	\$ -
Other Contract	\$ 2,000.00
Telephone	\$ 1,500.00
Reclam/Improv	\$ 30,000.00
Office Supplies	\$ 600.00
Recycling	\$ 46,000.00
Employee PPE	\$ 400.00
Fuel	\$ 13,000.00
Vehicle R&M	\$ 4,000.00
Equipment R& M	\$ 6,500.00
Tools & Supplies	\$ 800.00
Right of Way	\$ 500.00
Promotions	1000
Non Rec. GST	1000
Grants to Orgs.	\$ 75,000.00
Community Funds	\$ 30,000.00
Bad Debts	0
Bank Charges	100
Loan Payment	0
Equipment Capital	0
Structures	3,000
Land	1000
Amortization	0
<b>Interfund Trans</b>	<b>12000</b>
<b>Subtotal:</b>	<b>\$ 427,650.00</b>
Reserve Transfer	\$ 57,650.00
<b>Surplus/(Deficit)</b>	<b>\$ -</b>

bc) iii

ARTICLES OF ASSOCIATION  
OF  
PAINTEARTH RESOURCE RECOVERY CENTRE ~~INC.~~ Ltd.

1. The regulations contained in Table "A" in the First Schedule to the *Companies Act* are hereby excluded and shall not apply to the Company.

INTERPRETATION

2. The headings used throughout these Articles shall not affect the construction hereof. Unless the context otherwise requires, expressions defined in the *Companies Act* shall have the meaning so defined, and

- (a) "Articles" shall mean these Articles of Association as amended from time to time;
- (b) "Annual General Meeting" shall mean the General Meeting required by the *Companies Act* to be held annually;
- (c) "Board" and "Directors" shall mean the Board of Directors of the Company;
- (d) "*Companies Act*" shall mean the *Companies Act*, being Chapter C-20 of the Revised Statutes of Alberta, 1980, and amendments thereto or any Act or Acts substituted therefor;
- (e) "Company" shall mean the above named Company;
- (f) "Extraordinary General Meeting" shall mean any General Meeting other than an Annual General Meeting;
- (g) "General Meeting" shall mean a meeting of the Members;
- (h) "Member" shall mean a member of the Company;
- (i) "Memorandum" shall mean the Memorandum of Association of the Company as amended from time to time;
- (j) "Register" shall mean the register of members to be kept by the Company as required by the *Companies Act*;
- (k) "Registered Office" shall mean the registered office for the time being of the Company as prescribed by, and fixed in accordance with the requirements of the *Companies Act*, the Memorandum and the Articles;

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- (l) "Seal" shall mean the common seal of the Company; and
- (m) "written" and "in writing" shall mean handwritten, printed, typewritten, lithographed, mimeographed, telexed, telecopied and all other modes of representing or reproducing words into visible form or partly one and partly another or others; and

wherever the singular, plural, masculine or neuter is used herein the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and words importing the singular number only shall include the plural and vice versa.

#### REGISTERED OFFICE

- 3. The Registered Office of the Company shall be in such place in the Province of Alberta, as the Directors may from time to time appoint.

#### MEMBERSHIP

- 4. All of the subscribers to the Memorandum of Association of the Company shall be members of the Company.
- 5. The Company may accept additional Members to a maximum at any time of fifty (50) Members which additional Members may be admitted to membership in the Company upon resolution of the Directors and upon payment of any membership fee and the satisfaction of any conditions which may be determined by the Directors, in their sole discretion.
- 6. Any invitation to the public to become Members or to subscribe for debentures of the Company is prohibited.
- 7. The Company shall maintain a register of Members and any party admitted as a Member shall have his name added thereto.
- 8. No interest, right or privilege of any Member shall be in any way transferable or transmissible, but all such rights and privileges shall cease upon the Member ceasing to be such.
- 9. Where ever a Member is a corporation, partnership, legal entity or other group of individuals, such members shall, from time to time designate one (1) person as its representative to:
  - (a) participate in and attend all meetings of the Company;

- (b) vote on all matters upon which a Member is entitled to vote;
- (c) serve all notices upon the Company; and
- (d) exercise all rights of membership specified in these Articles.

#### GENERAL MEETING

10. The Directors may convene an Extraordinary General Meeting whenever they deem one necessary.

11. The Annual General Meeting shall be held once in each calendar year at such place and time as may be designated by the Directors.

12. The Board shall, on the requisition of at least two (2) Members, forthwith proceed to convene an Extraordinary General Meeting in accordance with the following:

- (a) the requisition must state the subject of the meeting and must be signed by all Members to the requisition and deposited at the Registered Office or with the Secretary.
- (b) if the Directors do not proceed to cause a meeting to be held within ten (10) days from the date of the requisition being so deposited, the requisitionists, or a majority of them, may themselves convene the meeting, but the meeting so convened shall not be held after three (3) months from the date of such deposit.
- (c) if at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene another Extraordinary General Meeting for the purpose of considering the resolution, and if the Directors do not convene such meeting within twenty (20) days from the date of the first meeting, the requisitionists, or a majority of them, may themselves convene the meeting.
- (d) any meeting convened under this Article by the requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by the Directors and with the assistance of the Secretary.

13. Subject to the provisions of the *Companies Act* relating to special resolutions, at least ten (10) days notice specifying the place, the day and the hour of a General Meeting and, in case special or extraordinary business is to be submitted, the general nature of that business, shall be given to the Members entitled to vote at such meeting in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting.

14. Subject to the provisions of Article 19, notice of an adjourned General Meeting shall not be required.

15. The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by any Member shall not invalidate the proceedings at that meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

16. All business shall be deemed special that is transacted at an Extraordinary General Meeting.

17. No business shall be transacted at any General Meeting unless a quorum is present. The County of Paintearth No. 18 plus two (2) other Members present shall constitute a quorum for all purposes.

18. In order to be carried, any resolution properly put before the Members must be supported by not less than seventy-five (75%) percent of the votes cast, failing which, the resolution fails.

19. If within one half of an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week, at a place to be named by those present, and if at such adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for holding the meeting, those Members who are present shall be a quorum and may transact the business for which the meeting was called.

20. The chairman, with the consent of any meeting at which a quorum is present, may, and if directed by any such meeting shall, adjourn the meeting from time to time, and from place to place as the meeting may determine. Whenever a meeting is adjourned for twenty-one (21) days or more, notice of the adjourned meeting shall be given in the same manner as for an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of any

meeting, except business which might not lawfully have been transacted at the meeting which was adjourned.

21. Every resolution submitted to a General Meeting shall be decided in the first instance by a show of hands, but either before or on the declaration of the result of the show of hands, a poll may be demanded by the chairman, or by any two (2) Members entitled to vote. Unless a poll be demanded in the manner aforesaid, a declaration by the chairman of the meeting that a resolution has been carried or lost whether unanimously, or by a particular majority, and any entry to that effect in the book of proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

22. If a poll be demanded in the manner above mentioned, it shall be taken at such time and place and in such manner as the chairman may direct, and the result of such poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded or business dependent on the result of the poll. A demand for a poll may be withdrawn.

#### VOTES OF MEMBERS

23. On any vote at a General Meeting, Members who are natural persons may only vote personally and a Member which is a body corporate may only vote by a natural person attending such meeting and appointed by the body corporate to so vote by a proxy form executed under this corporate seal (if applicable) and deposited with the Secretary prior to the General Meeting.

#### DIRECTORS

24. The affairs of the Company shall be managed by a Board comprised of Directors appointed by their respective Members to the position of Director in accordance with the following:

- (a) two (2) Directors from the County of Paintearth No. 18;
- (b) one (1) Director from the Town of Castor;
- (c) one (1) Director from the Town of Coronation; and
- (d) one (1) Director from the Village of Halkirk.

25. The Directors shall be paid out of the funds of the Company by way of remuneration for their service such sums as the Company in General Meeting may from time to time determine, and such remuneration shall be divided amongst them in such proportions and manner as the Directors may determine, and in default of such determination within a year, equally. The Directors shall be paid their travelling expenses of attending and returning from General Meetings or meetings of the Board or any committee thereof or otherwise in connection with the Company's business.

26. If any Director shall be called upon to perform extra or special services of any kind, or travel for any business or purpose of the Company, he shall be entitled to receive such remuneration as the Board shall determine.

#### POWERS OF DIRECTORS

27. The management of the business of the Company shall be vested in the Directors, who may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not by statute expressly directed or required to be exercised or done by the Company in a General Meeting, but subject nevertheless to the provisions of the Memorandum and of these Articles, and to any regulations from time to time made by the Company in General Meeting, provided that no regulations so made shall retrospectively invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

28. Without prejudice to the general powers conferred by the last preceding Articles, it is hereby expressly declared that the Directors shall have power from time to time to make, vary and repeal by-laws for the regulation of the business of the Company, and also power:

- (a) to purchase or otherwise acquire for the Company any property, rights, or privileges which the Company is authorized to acquire, at such price and generally on such terms and conditions as they think fit;
- (b) at their discretion, to pay for any property, rights or privileges acquired by the Company;
- (c) to secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge of all or any of the property of the Company or in such other manner as they may think fit;



- (d) to invest and deal with any of the moneys of the Company not immediately required for the purposes thereof, upon such security and in such manner as they may think fit and, from time to time, to vary or realize such investments; and
- (e) to exercise all or any of the powers of the Company to borrow or raise money, and to mortgage the undertaking and all or any of the real and personal property of the Company, both present and future, and to create and issue at par or at a premium, or a discount, debentures, mortgage debentures, debenture stock, and other securities of any description whatsoever.

#### PROCEEDINGS OF DIRECTORS

29. Four (4) Directors present and participating in person by way of conference telephone call are required to constitute a quorum.

30. A meeting of the Directors at which a quorum is present shall be competent to exercise all the powers and discretions for the time being in and exercisable by the Board.

31. In order to be carried, any resolution properly put before the Board must be supported by not less than seventy-five (75%) percent of the votes cast, failing which, the resolution fails.

32. The Board shall establish a schedule of regular board meetings for the upcoming year at the first board meeting following the Annual General Meeting.

33. The Board shall also meet at the call of the President or upon the written request of not less than three (3) Directors, which request must state the business to be brought before the meeting.

34. A board meeting may be held without notice if all of the Directors are present thereat and signify their waiver of any notice requirement for that meeting.

35. Directors may participate in any board meeting by conference telephone call.

36. The Directors may act notwithstanding any vacancies in the Board, provided that if the number of Directors falls below the number required for a quorum, and so long as this situation shall

prevail, the Directors shall not act except for the purpose of calling a General Meeting of the Company.

37. Any resolution in writing signed in counterparts or otherwise by all the Directors for the time being shall be as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted.

38. Subject to these Articles, the Directors may make regulations in regard to the manner and time that notice shall be given for their meetings or for meetings of committees. Until such regulations are made, meetings of the Board may be held at any time without formal notice if all the Directors are present or if those absent have signified their consent in writing to the meeting being held in their absence. Notice of any meeting, or any irregularity in any meeting or in the notice thereof, may be waived by any Director.

#### OTHER COMMITTEES

39. The Directors may delegate any of their powers to committees.

40. A committee appointed by the Directors shall, in the exercise of its duties and powers, conform to any regulations which may from time to time be imposed upon it by the Directors and, in the absence of such regulations, the proceedings of any such committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board *mutatis mutandis*.

41. Any resolution in writing signed in counterparts or otherwise by all the members of a committee shall be as valid and effectual as if it had been approved at a meeting of the committee duly called and constituted.

42. A committee shall keep minutes of its proceedings and report to the Directors.

43. If the chairman is not present within five minutes after the time appointed for holding a meeting of a committee or refuses to act as chairman, the members present shall choose one of their number to be chairman of such meeting.

44. Unless otherwise decided and determined by the Directors, two (2) members of any committee shall form a quorum.

45. Committees may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes the chairman of the meeting shall not have a second or casting vote.

#### BORROWING POWERS

46. The Board may from time to time in its discretion raise or borrow or secure the payment of money in such manner as it thinks fit, provided however, that the approval of the Members at any Extraordinary General Meeting be first obtained for borrowing any amount in excess of Ten Thousand (\$10,000.00) Dollars.

47. The Board may secure the payment or repayment of money by mortgage or charge upon the undertaking and the whole or any part of the assets and property of the Company both present and future, including its uncalled or unissued capital, and may issue bonds, debentures or debenture stock payable to bearer or otherwise, give and grant securities under the *Bank Act*, and generally raise or borrow money secured or charged upon the whole or any part of the assets and properties of the Company or otherwise as the Board may determine.

48. All bonds, debentures and debenture stock or other securities issued or to be issued by the Company shall be under the control of the Board which may issue them upon such terms and conditions and in such manner and for such consideration as it shall consider to be for the benefit of the Company.

49. Subject to the provisions herein contained, any bonds, debentures, debenture stock or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawing, conversion or otherwise.

#### OFFICERS

50. There shall be a President, Vice-President, a Secretary, a Treasurer or in lieu of a Secretary and Treasurer, a Secretary-Treasurer, and other such officers as determined by the Board in its discretion from time to time. The President, Vice-President, Secretary and Treasurer (or Secretary-Treasurer) shall be elected by the Directors upon incorporation of the Company and following the Annual General Meeting. No person is disqualified from eligibility to be elected an officer of the Company for the sole reason that such person is not a Director of the Company. In

addition to the duties set forth herein, the officers shall have such duties as the Board may from time to time determine.

51. The President shall be the Chief Executive Officer of the Company and shall, when present, preside at all meetings of the Company and Board Meetings. In the President's absence the Vice-President shall preside at any such meetings, and in the absence of both a chairman may be elected by the meeting to preside thereat. In the event that the office of President is vacated, the Board shall by resolution forthwith appoint a director as President for the unexpired portion of the appointment. The President shall be an ex-officio member of all committees of the Company.

52. The Vice-President shall assume the duties of the President in the absence or inability of the latter.

53. It shall be the duty of the Secretary to attend all meetings of the Company and of the Board, and to keep accurate minutes of the same. In case of the absence of the Secretary, his duties shall be discharged by such officer as may be appointed by the Board. The Secretary shall have charge of all the correspondence of the Company and be under the direction of the President and the Board. The Secretary shall keep a record of the names and addresses of all Members of the Company and shall send all requisite notices of meetings.

54. The Treasurer shall receive all monies paid to the Company and shall be responsible for the deposit of same in whatever Bank, Trust Company, Credit Union or Treasury Branch the Board may order. He shall properly account for the funds of the Company and keep such books as may be directed. He shall present a full detailed account of receipts and disbursements to the Board whenever requested and shall prepare for submission to the Annual General Meeting a statement duly audited as hereinafter set forth of the financial position of the Company and submit a copy of same to the Secretary for the records of the Company.

#### MINUTES

55. The Directors shall cause minutes to be made and entered in books for the purpose of recording;

- (a) all appointments of officers;
- (b) the names of the persons present at all meetings of the Board and of all committees appointed by them; and
- (c) all orders, proceedings and resolutions at such meetings.

56. Any minutes of any meeting, if signed by the chairman of the meeting, or by the chairman of the next succeeding meeting, shall be receivable as *prima facie* evidence of the matters stated in such minutes.

#### SEAL

57. The Company shall have a Seal of such form and design as prescribed by the Directors, and the safe custody of which shall be the responsibility of the Secretary.

58. Any document to which the Seal is to be affixed shall be attested by the signature(s) of:

- (a) either the President or the Vice-President together with the Secretary or the Treasurer; or
- (b) such officer(s) and/or Director(s) as may be designated from time to time by the Board.

#### ACCOUNTS

59. The books of account and accounting records shall be kept by the Treasurer at the Registered Office or, subject to the limitations of the *Companies Act* in this regard, at such other place or places as the Directors determine by resolution, and shall be open to the inspection of the Members or Directors during the normal business hours of the Company.

60. The Directors shall lay before each Annual General Meeting a financial statement and the report of the auditor thereon (if applicable). The financial statement shall:

- (a) be approved by the Directors and signed by two (2) of them,
- (b) cover a period that ended not more than six (6) months before the Annual General Meeting,
- (c) be a comparative statement relating separately to the latest completed financial year and the financial year next preceding it,
- (d) be made up of:
  - (i) a statement of profit and loss for each period,

- (ii) a statement of surplus for each period,
  - (iii) a statement of source and application of funds for each period, and
  - (iv) a balance sheet as at the end of each period
- with each statement containing the information required by the *Companies Act* to be disclosed in such statements.

61. A copy of the financial statement and of the report of the auditor thereon (if applicable) shall be sent by prepaid mail to every Member at least ten (10) days prior to the Annual General Meeting.

#### VACATION OF OFFICE

62. The office of Director shall be ipso facto vacated if the person holding the office:

- (a) resigns by notice in writing delivered to the Registered Office, in which event the office shall be deemed to be vacated on the date of delivery of the said notice;
- (b) is a dependent adult as defined in the *Dependent Adults Act* (Alberta) as amended, or is the subject of a Certificate of Incapacity under that Act;
- (c) is a formal patient as defined in the *Mental Health Act* (Alberta), as amended;
- (d) is the subject of an Order under applicable legislation appointing a committee of his person or estate or both;
- (e) becomes bankrupt;

and in such event, the Member appointing that Director shall appoint a Director in the place of the vacating Director, failing which, the Board may, by resolution, appoint a Director to act in the stead of the vacating Director on behalf of the Member until such time as the Member appoints a Director.

#### INDEMNITY TO DIRECTORS AND OTHERS

63. Every Director and officer of the Company and his heirs, executors and administrators, respectively, shall from time to time

and at all times be indemnified and saved harmless out of the funds of the Company from and against:

- (a) all costs, charges, damages and expenses whatsoever which he sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him or in respect of any act, omission, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office; and
- (b) all other costs, charges, damages and expenses which he sustains or incurs in or about or in relation to any act, omission, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office;

except such costs, charges, damages and expenses as are occasioned by his own wilful act, default or dishonesty.

64. No Director or officer of the Company shall be liable for the acts, deeds, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expenses happening in the Company through insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any money, securities or effects shall be deposited, or for any other loss occasioned by error of judgment or oversight on his part, or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own willful act, default or dishonesty.

#### BONA FIDE ACTS

65. Any *bona fide* act done by any Director or officer, alone or in conjunction with others, shall be valid notwithstanding it is afterwards determined that there was some defect in his appointment or that he is later disqualified.

#### NOTICES

66. Any notice may be served by the Company on any Member or Director either personally, by telecopier, by telegram or by sending it through the post in a prepaid envelope addressed to such person at his address as the same appears in the Register or books

of the Company, or, if no address is given therein, to the last address of such person known to the Secretary. If no address is known to the Secretary, a notice posted up in the Registered Office of the Company shall be deemed to be well served on such person upon it being so posted up, and except in cases of postal service interruption, any notice sent by post shall be deemed to have been served on the second business day following the day on which the envelope containing the same is posted. With respect to every notice sent by post, it shall be sufficient to prove that the envelope containing the notice was properly addressed, prepaid and put into a post office or into a Canada Post letter box. In the event of service of any notice by any of the means set forth herein other than by way of post, it shall be deemed that such notice has been served on the second (2nd) business day following the day on which such notice has been sent by telecopier, by telegram or by posting up in the Registered Office of the Company.

67. The signature on any notice to be given by the Company may be wholly or partly written, stamped, typewritten, photocopied or printed.

68. When a given number of days notice or a notice extending over any other period is required to be given, the day of service and the day upon which such notice expires shall not be included in calculating such number of days or other period.

69. Each Member may from time to time notify the Company in writing of any change of its registered address in the Province of Alberta.

#### AUDIT

70. Subject to the provisions of the *Companies Act*, the Company at each Annual General Meeting shall appoint one or more auditors to hold office until the close of the next Annual General Meeting and, if any appointment is not so made, the auditor in office shall continue in office until a successor is appointed.

71. The Directors may fill any casual vacancy in the office of auditor.

72. The Members, by special resolution, may remove any auditor before the expiration of his term in office, and shall by a majority of the votes cast at the meeting at which the resolution is passed appoint another auditor in his stead for the remainder of his term.



73. The remuneration of an auditor appointed by the Company shall be determined by the Directors.

ALTERATION OR AMENDMENT OF  
ARTICLES OF ASSOCIATION

74. These Articles may be amended, rescinded, altered or added to in whole or in part, by special resolution of which proper notice has been given, passed at any meeting of the Members of the Company, including the Annual General Meeting; such notice shall contain in concise form the purport of the proposed amendments or alterations, but it shall not be necessary to give or set out in such notice the proposed amendments or alterations in detail.

PRIVATE COMPANY

75. Notwithstanding anything to the contrary, either expressly or impliedly, contained in these Articles, the Company shall be a "private company" within the meaning of the *Companies Act* and the following provisions shall have effect and be applicable thereto, namely:

- (a) the number of members for the time being of the Company shall be restricted to fifty (50) (exclusive of persons who are in the employment of the Company and person, who having been formerly in the employment of the Company were, while in such employment and shall have continued after the termination of such employment, to be Members of the Company);
- (b) no invitation shall be made to the public to become members or to subscribe for any debentures of the Company; and
- (c) the transfer of the interest of a Member is prohibited.

If and to the extent that the foregoing provisions of this Article are inconsistent or in conflict with any of the other provisions of these Articles, the provision of this Article shall prevail.

DATED the 30th day of October, 1996.

SIGNED, SEALED and DELIVERED )  
by COUNTY OF PAINTEARTH NO. 18 in the )  
presence of: J. E. Birchall )

J. E. Birchall )  
Name )

Box 512, Castor )  
Address )

DEVELOPMENT OFFICER )  
Occupation )

COUNTY OF PAINTEARTH NO. 18  
Box 509, Castor, AB, TOC 0X0

Per: Wayne Richardson

Per: W. T. Peterson

SIGNED, SEALED and DELIVERED )  
by TOWN OF CASTOR, in the )  
presence of: J. E. Birchall )

J. E. Birchall )  
Name )

Box 512, Castor )  
Address )

DEVELOPMENT OFFICER )  
Occupation )

TOWN OF CASTOR  
Box 479, Castor, AB, TOC 0X0

Per: Don Emmert

Per: Richard G. Birchall

SIGNED, SEALED and DELIVERED )  
by TOWN OF CORONATION, in the )  
presence of: J. E. Birchall )

J. E. Birchall )  
Name )

Box 812, Castor )  
Address )

DEVELOPMENT OFFICER )  
Occupation )

TOWN OF CORONATION  
Box 219, Coronation, AB, TOC 1C0

Per: [Signature]

Per: [Signature]

SIGNED, SEALED and DELIVERED )  
by the Village of Halkirk, in the )  
presence of: J.F. Russell )

J.F. Russell )  
Name )

Box 812, Castor )  
Address )

DEVELOPMENT OFFICER )  
Occupation )

VILLAGE OF HALKIRK  
Box 126, Halkirk, AB, T0C 1M0

Per: [Signature]

Per: [Signature]

(bc)iv)

FILED  
NOV 5 1996  
Registrar of Corporations  
Province of Alberta  
Recovery Centre

MEMORANDUM OF ASSOCIATION

1. The name of the Company is Paintearth Resource ~~Inc.~~ <sup>Ltd.</sup> (the "Company").
2. The objects for which the Company is established are:
  - (a) To advance, promote, maintain, assist/ establish, operate and support, by any means whatsoever, cost effective and environmentally sound regional waste management, composting and recycling within the east central Alberta region including, without restricting the generality of the foregoing, public education, waste processing, waste recycling, transporting waste to landfills or other locations, operating landfill, composting and recycling sites, market investigation, audit initiations and waste minimization and all facets thereof respectively;
  - (b) To promote and encourage public interest in the efficient, environmentally responsible disposal, composting and recycling of waste;
  - (c) To promote the discovery of regional solutions for waste management, composting and recycling where a regional approach is appropriate and beneficial to the members of the Company;
  - (d) To carry on generally the business of waste management, recycling and composting and all related and ancillary activities;
  - (e) To provide cost effective services including, but not limited to, waste management, composting and recycling services to members and others;
  - (f) To construct, own, maintain, manage, operate and use a regional waste management, composting, recycling and disposal system;
  - (g) To solicit, receive, acquire and hold donations, gifts, grants, devises and bequests for the objects of the Company;
  - (h) To carry on and promote activities which contribute to the scientific, economic, social, cultural, artistic, athletic or educational benefit of its Members and others, including, but not limited to members of the general public;
  - (i) To form, promote, subsidize, invest in, hold shares in, and assist companies, associations, non-profit

organizations, trusts, funds, syndicates, and partnerships of all kinds, including the benefiting of charities, good works and benevolent objects;

- (j) To acquire in any manner, improve, own, hold, invest in, manage, work, develop, exercise all rights in respect of, lend, lease, mortgage, sell, exchange, license, dispose of, improve, manufacture, process, repair, and otherwise deal in and with property of all kinds, both real and personal, or any interest therein, and in particular, without restricting the generality of the foregoing, land, buildings, machinery, works, goods, stock-in-trade, business concerns and undertakings, patents, brevets, d'inventions, copyrights, trademarks and names, concessions or like rights and privileges;
- (k) To construct, own, maintain, manage, operate, lease, permit any use of, donate or otherwise dispose of any real property or buildings or facilities for the provision of services for the benefit of the general public, or any portion thereof;
- (l) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company;
- (m) To undertake and execute any manner of agency;
- (n) To provide for the welfare of persons in the employment of the Company or formerly engaged in any business acquired by the Company and the husbands, wives, widows, widowers and families of such persons by grants of money, pensions, insurance or other payments and to provide for and subscribe towards such places of instruction and recreation and hospitals and dispensaries, medical and other attendances and other assistance as the Company shall think fit, and to form, subscribe to or otherwise aid benevolent, scientific, national or other institutions or objects which shall have any normal or other claim to support or aid by the Company by reason of its operations or otherwise;
- (o) To earn sufficient monies to pay such wages and salaries as the Directors deem appropriate;
- (p) To act as general contractor and builder;
- (q) To act as consultants and advisors in general;

- (r) To conduct any consumer research program and to act as consultant in respect thereof, either as principal or agent;
- (s) To take part in the management, supervision or control of the business or operations of any company or undertaking of which the Company may be a member of or may hold shares, bonds, debentures or other securities of;
- (t) To employ any individual, firm or corporation to manage, administer and operate, in whole or in part, the affairs of the Company and to employ experts to investigate and examine into the conditions, prospects, value, character and circumstances of any concerns and undertakings and generally of any assets, property or rights;
- (u) To obtain, hold and maintain any required permits, licences or consents;
- (v) To furnish advice and services with respect to the organization, reorganization and management of business and to receive in payment therefore fees, royalties and commissions, either in cash, securities or other property;
- (w) To provide and manage facilities for meetings of the members of the Company and other activities or events related to the activities of the Company;
- (x) To promote and facilitate the provision of services to members and others which are beneficial to the general public, or a portion thereof;
- (y) To obtain membership in any association or other organization having objects the same as or similar to that of the Company;
- (z) To print, publish, sell and otherwise deal in books, magazines, periodicals and printed matter generally;
- (aa) To import, export or manufacture, buy, sell and deal in goods, wares and merchandise of any nature whatsoever to further the Company's other objects;
- (ab) To solicit, collect, raise and otherwise obtain funds for the purpose of carrying out the Company's objects;
- (ac) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular,

but without restricting the generality of the foregoing, by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem, or pay off any such securities;

- (ad) To draw, make, accept, endorse, execute, and issue promissory notes, bills of exchange, cheques, bills of lading, warrants and other negotiable or transferable instruments;
- (ae) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined;
- (af) To enter into partnership or into any arrangement for sharing of profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise with any person or association, wheresoever incorporated, carrying on or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as, directly or indirectly, to benefit the Company;
- (ag) To enter into any arrangements with any government or governments or authorities (municipal, local, or otherwise) that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions;
- (ah) To take or otherwise acquire and hold the shares, stock, debentures, or other securities of any company, wheresoever incorporated, carrying on any business capable of being conducted so as, directly or indirectly, to benefit the Company and to sell or reissue, with or without guarantee, or otherwise deal with the same;
- (ai) To do all such other things which can, in the opinion of the Directors, be advantageously carried on by the Company incidental, ancillary, supplementary or in furtherance of the foregoing acts and objects of the Company; and

(aj) To carry out all or any of the objects of the Company and do all or any of the above things as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others.

In the interpretation of this clause 2 the meaning of any of the objects of the Company shall not be restricted by reference to or inference from any other object or the name of the Company, or by the juxtaposition of two or more objects, and, in the event of any ambiguity, this clause 2 shall be construed in such manner as to widen and not to restrict the objects and powers of the Company.

3. The liability of the Members is limited.
4. The payment of any dividends to any Member of the Company is prohibited.
5. The Company shall apply its profits, if any, or any other income of the Company to the promotion of its objects.
6. All the powers in section 20(1) of the *Companies Act* shall apply to the Company, with the exception of paragraph (1) thereof.
7. Each Member of the Company undertakes to contribute to the assets of the Company in the event of it being wound up while such Member is a Member, or within one (1) year afterwards, for payment of the debts and liabilities of the Company contracted before such Member ceases to be a Member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, which amount, in any such event, shall not exceed the sum of Ten (\$10.00) Dollars.
8. In the event that upon the winding up or dissolution of the Company, there remains, after the satisfaction of all of its debts and liabilities, any property whatsoever, the same shall be given or transferred to one or more non-profit organization having objects similar or complimentary to the objects of the Company to be determined in the sole discretion of the Directors of the Company



WE, the several parties whose names and addresses are subscribed, are desirous of being formed into a Company pursuant to this Memorandum of Association.

DATED the 30<sup>th</sup> day of October, 1996.

SIGNED, SEALED and DELIVERED )  
by COUNTY OF PAINT EARTH NO. 18 in the )  
presence of: J. E. BRIDGEMAN )

COUNTY OF PAINT EARTH NO. 18  
Box 509, Castor, AB, T0C 0X0

J. E. Bridgeman )  
Name )

Per: Wayne Richardson

Box 512, Castor. )  
Address )

Per: W. J. Peterson

DEVELOPMENT OFFICER. )  
Occupation )

SIGNED, SEALED and DELIVERED )  
by TOWN OF CASTOR in the )  
presence of: J. E. BRIDGEMAN )

TOWN OF CASTOR  
Box 479, Castor, AB, T0C 0X0

J. E. Bridgeman )  
Name )

Per: W. J. Peterson

Box 512, Castor. )  
Address )

Per: Richard J. Brubaker

DEVELOPMENT OFFICER )  
Occupation )

SIGNED, SEALED and DELIVERED )  
by TOWN OF CORONATION in the )  
presence of: J. E. BRIDGEMAN )

TOWN OF CORONATION  
Box 219, Coronation, AB, T0C 1C0

J. E. Bridgeman )  
Name )

Per: W. J. Peterson

Box 812, Castor. )  
Address )

Per: W. J. Peterson

DEVELOPMENT OFFICER )  
Occupation )

SIGNED, SEALED and DELIVERED )  
by VILLAGE OF HALKIRK, in the )  
presence of: J. E. Burchell )

J. E. Burchell  
Name

Box 512, Cayce  
Address

DEVELOPMENT OFFICER  
Occupation

VILLAGE OF HALKIRK  
Box 126, Halkirk, AB, T0C 1M0

Per: [Signature]

Per: [Signature]

6c) v.)

**THIS AGREEMENT** made effective the 5th day of November, 1996

**AMONG:**

**COUNTY OF PAINTEARTH NO. 19**

(hereinafter referred to as "Paintearth")

**AND:**

**TOWN OF CASTOR**

(hereinafter referred to as "Castor")

**AND:**

**TOWN OF CORONATION**

(hereinafter referred to as "Coronation")

**AND:**

**VILLAGE OF HALKIRK**

(hereinafter referred to as "Halkirk")

**AND:**

**PAINTEARTH RESOURCE RECOVERY CENTRE LTD.,**  
a body corporate duly incorporated under the  
law of Alberta

(hereinafter referred to as the "Corporation")

**UNANIMOUS MEMBERS AGREEMENT**

A. **WHEREAS** the parties wish to enter into this Agreement for the purpose of defining and qualifying their respective rights and obligations to each other and the terms and conditions under which they will carry on their activities under the corporate structure of the Corporation;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of these premises and of the mutual covenants, agreements and conditions herein contained the parties hereby agree and declare as follows:

**ARTICLE I - INTERPRETATION**

1.1 **Definitions**

In this Agreement unless there is something in the context inconsistent therewith the following words and phrases will have the following meanings:

- (a) "Act" means the *Companies Act*, as amended from time to time and every statute that may be substituted therefor, and in the case of any such amendment and substitution, any reference in this Agreement to the Act shall be read as referring to such amended or substituted provisions;
- (b) "Advances" means all outstanding loans due and owing from time to time by the Corporation to a Member;
- (c) "Allocation Formula" means that formula set forth in Appendix "A" hereto;
- (d) "Appoint" includes "elect" and vice versa;
- (e) "Articles" means the Articles of Association of the Corporation filed on the 5th day of November, 1996, as from time to time amended or restated;
- (f) "Board" means the Board of Directors of the Corporation;
- (g) "Director(s)" means the person(s) who is/are from time to time, in accordance with the terms of this Agreement, elected or appointed as director(s) of the Corporation;
- (h) "Effective Date" means the 5th day of November, A.D. 1996;
- (i) "Guarantee" means any agreement by way of guarantee given or to be given, as the case may be, by one or more of the Members for the repayment of any indebtedness of the Corporation or for the performance by the Corporation its subsidiary of any of its other obligations;
- (j) "Member" means any subscriber to the Memorandum of Association of the Corporation and any party admitted to the membership of the Corporation pursuant to this Agreement, from time to time;
- (k) "Member's Interest" means all right, title and interest of a Member in and to any Advances and any other right or claim a Member may have against the Corporation as a Member;
- (l) "Memorandum" means the Memorandum of Association of the Corporation filed on the 5th day of November, 1996, as from time to time amended or restated;
- (m) "Officer(s)" means any officer(s) of the Corporation;
- (n) "Parties" means the parties to this Agreement and includes any person who may hereafter execute a counterpart of this Agreement upon becoming a Member;

- (o) "Prime Rate" means the percentage rate of the interest per annum which is established and charged from time to time by the Toronto Dominion Bank at its main branch, in Edmonton, Alberta, on loans to its most creditworthy and preferred commercial borrowers. A statement or statements in writing made by the Manager of the said Bank's main branch, in Edmonton, Alberta, as to the Prime Rate, from time to time, shall be final and conclusive as evidencing the Prime Rate during the operative time of the statement and shall not be open to dispute or challenge by the parties. Any change in the Prime Rate shall be effective on the banking day upon which the said Bank changes its Prime Rate, and such rate of interest shall be changed automatically without notice to the Parties;
- (p) "Remaining Member" means any Member who is not at the particular time a Triggering Member;
- (q) "Triggering Event" means any one or more of the following:
  - (i) the failure by a Member to obtain, perform or carry out any of its obligations hereunder where such failure continues for thirty (30) days after notice in writing from the other Members or any one of them demanding that such default be cured;
  - (ii) the failure by any Member to take reasonable action to prevent or defend any action or proceedings whereby any of its Member's Interest is seized or if there be an execution or attachment thereof, where such failure continues for thirty (30) days after the other Members, or any of them, has demanded in writing that such Member take such reasonable action and such Member fails to take any such action or proceedings; or
  - (iii) the institution of proceedings for the dissolution or winding-up of any Member;
  - (iv) the petitioning into bankruptcy of any Member or the making of any assignment by a Member for the benefit of its creditors; or
  - (v) the bankruptcy or commission of an act of bankruptcy by a Member or the appointment of a receiver or receiver-manager in respect of the Member; and
- (r) "Triggering Member" means the Member in respect of which a Triggering Event has occurred.

1.2

Defined Terms

Words and phrases used in this Agreement and not defined herein have the same meaning assigned to them respectively in the Act.

## ARTICLE II - IMPLEMENTATION OF AGREEMENT

### 2.1 Effective Agreement

Each Member shall vote in such a way as to fully implement the terms and conditions of this Agreement and shall forthwith take such steps as are necessary to remove any Director who refuses to exercise his discretion in accordance with the terms of this Agreement.

### 2.2 Conflict

In the event of any conflict between the provisions of this Agreement on the one hand and the Memorandum and Articles on the other, the provisions of this Agreement shall govern. Each Member agrees to vote so as to cause the Memorandum or Articles, or both, as the case may be, to be amended to resolve any such conflict in favour of the provisions of this Agreement.

### 2.3 Notice by Corporation of Unanimous Members Agreement

The Corporation, by its execution hereof, hereby acknowledges that it has actual notice of the terms of this Agreement, consents thereto and hereby covenants with each of the Members that it will at all times during the continuance hereof be governed by this Agreement in carrying out its business and affairs and accordingly, shall give or cause to be given such notices, execute or cause to be executed such deeds, transfers and documents and do or cause to be done all such acts, matters and things as may from time to time be necessary or conducive to the carrying out of the terms and intent hereof.

### 2.4 Effective Date

All of the mutual covenants and agreements herein contained became effective and binding upon all of the Parties as and from the Effective Date and this Agreement shall continue in full force and effect from the Effective Date until termination in accordance with the terms of this Agreement.

### 2.5 Limitation of Liability

No Director or Officer shall be liable for the acts, omissions, or defaults of any other Director or Officer or any employee of the Corporation or for joining in any act for conformity, or for any loss, damage, expense or claim happening to the Corporation through the insufficiency or deficiency to any property acquired for or on behalf of the Corporation or for the insufficiency or deficiency in or upon which any of the monies of the Corporation shall be invested, or for any loss, damage, expense or claim arising from the bankruptcy, insolvency or tortious acts of any person whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss, damage, expense or claim occasioned by any error of judgment or oversight on his part or for any other loss, damage, expense or claim whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own willful act, neglect or default; provided that nothing herein shall relieve any Director or Officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

### 2.6 Indemnity

Subject to the limitations contained in the Act, the Corporation shall indemnify a Director or Officer, a former Director or Officer, and his heirs, administrators, successors and assigns against all costs, charges, losses and claims whatsoever, including an amount to settle an action or judgment,

reasonably incurred by him in respect of any civil, criminal, or administrative action or proceeding to which he is made a party by reason of being or having been a Director or Officer, if:

- (a) he acted honestly and in good faith with a view to the best interests of the Corporation; and
- (b) in the case of a criminal or administrative act or proceeding enforced by a monetary penalty, he had reasonable grounds for believing his conduct was lawful.

2.7 Termination

This Agreement shall cease and terminate on the occurrence of any of the following events, namely:

- (a) the bankruptcy or receivership of the Corporation;
- (b) the passing of a resolution by the Members for winding up the Corporation or the winding up of the Corporation pursuant to the Act; or
- (c) the execution of any agreement of termination in writing by all of the Members.

**ARTICLE III - CONDUCT OF THE AFFAIRS AND BUSINESS OF THE CORPORATION**

3.1 Board

The Board shall consist of five (5) Directors which shall be comprised of two (2) Directors from the County of Paintearth No. 19 and one (1) Director from each of Castor, Coronation and Halkirk.

3.2 Quorum and Voting

A quorum of Directors shall be not less than four (4) directors which shall include not less than one (1) Director appointed by Paintearth. Except as otherwise required by law or by this Agreement, questions arising at any meeting of the Directors shall be decided by a majority of not less than eighty (80%) percent of votes. The chairman of the meeting of the Directors shall not be entitled to a second or casting vote.

3.3 Vacancies

Any vacancies which occur on the Board shall be filled by the Member which is entitled to appoint the Director for that position, provided that, in the event that such Member does not appoint a Director to fill such vacancy within ninety (90) days of the vacancy occurring, the remaining members of the Board may appoint a Director to occupy that vacancy to hold such office until the next Annual General Meeting of the Corporation.

3.4 Officers

The Parties confirm that the Officers are:

WAYNE RICHARDSON	-	President
GARY DEVLOO	-	Vice-President

TIM PETERSON - Secretary-Treasurer

The Members shall exercise their rights as Members and exercise their influence during the continuance of this Agreement to cause the Officers to be and remain as the only Officers as stated herein until such time as the Members appoint new officers or replacement officers by a vote of not less than eighty (80%) percent of all of the Members.

3.5 Removal

No Director or Officer may be removed from such position except in accordance with the terms of this Agreement.

3.6 Conduct

Unless otherwise authorized by a resolution of Members passed by at least eighty (80%) percent of the Members or consented to in writing by all of the Members of the Corporation, the Members shall not cause or permit the Corporation and the Board shall not authorize the Corporation to:

- (a) take or institute any proceedings for the winding up, reorganization or dissolution of the Corporation;
- (b) amalgamate or merge with any other corporation;
- (c) enter into any financial commitment of any type whatsoever including, without limiting the foregoing, any operating expenditure or any purchase of capital assets or other capital expenditure where such purchase of expenditure is in excess of the sum of Ten Thousand (\$10,000.00) Dollars for any single transaction;
- (d) subject to the provisions of the Act, give financial assistance to any person;
- (e) sell, lease or exchange all or substantially all of the property of the Corporation other than in the ordinary course of business;
- (f) make any payment in reduction of any Advances;
- (g) be continued as a body corporate under the laws of another jurisdiction;
- (h) reorganize;
- (i) purchase or sell any real or immovable property;
- (j) purchase shares or securities in any other corporation, firm or entity;
- (k) enter into of any partnerships or joint ventures;
- (l) amend, repeal, or enact any Articles other than those already in place;
- (m) enter into any contract outside of the Corporation's ordinary course of business;
- (n) make a general assignment for the benefit of creditors;



- (o) make a voluntary assignment to a trustee in bankruptcy;
- (p) borrow money on the credit of the Corporation;
- (q) issue, re-issue, sell or pledge debt obligations of the Corporation;
- (r) subject to the provisions of the Act, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; or
- (s) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation.

3.7

Operations

- (a) All monies received on account of the Corporation's operations from time to time shall be immediately paid into the bank for the time being of the Corporation and all disbursements in respect of the Corporation expenditures shall be paid by cheque on such bank.
- (b) Any two of the President, Vice-President and Secretary-Treasurer are authorized to make, sign, draw, accept, negotiate, endorse, execute and deliver all or any cheques, promissory notes, drafts, acceptances, bill of exchange, orders for the payment of money, and other instruments whether negotiable or not on behalf of the Corporation.
- (c) Except as otherwise set forth herein, no Member, Director, or Officer shall, without the consent of any two of the President, Vice-President and Secretary-Treasurer may, sign, draw, accept, endorse, execute, and deliver all or any cheques, promissory notes, drafts, acceptances, bills of exchange, orders for the payment of money, and other instruments whether negotiable or not, in the name of the Corporation or in any matter pledge the credit of the Corporation except in the usual and regular course of business.

3.8

Financial Reporting

The Corporation shall keep detailed records and books of account prepared in accordance with generally accepted accounting principles. The Corporation shall obtain and distribute to each Member, within seven (7) days of receipt thereof, annual audited financial statements prepared by a firm of chartered accountants licensed to practice in the Province of Alberta.

3.9

Quorum and Voting For Members

A quorum of Members shall be not less than three (3) Members which shall include Paintearth. Except as otherwise required by law or by this Agreement, questions arising at any meeting of the Members shall be decided by a majority of not less than eighty (80%) percent of votes. The chairman of the meeting of the Members shall not be entitled to a second or casting vote.

**ARTICLE IV - FINANCING**

4.1 **Budget**

All operating and capital expenditures shall be in accordance with a budget, approved by not less than eighty (80%) percent of the Members.

4.2 **Reserve Depreciation Fund**

Each year's budget shall include a transfer to a Reserve Depreciation Fund (the "Reserve Depreciation Fund") for purposes which will include, but not be limited to, future site acquisition, site development, landfill closure, post closure care and maintenance and purchase of capital equipment relating to the operations of CWR Waste Management Corporation Inc. and any other corporation which the Corporation controls (subsidiary). Notwithstanding any provision contained herein to the contrary, if it is determined by the Directors that the portion of the Reserve Depreciation Fund which is intended to pay for closure and post-closure care and maintenance requires further contribution from any Member or former Member of the Corporation, the Corporation shall be entitled to require payment of further funds from the Member or former Member, as the case may, in accordance with the Allocation Formula and each Member or former Member shall submit such further funds to the Corporation within ninety (90) days of receipt of written request therefor and such obligations shall survive the withdrawal of any Member from the Corporation and the termination of this Agreement, as the case may.

4.3 **Reserve Depreciation Fund Review**

Each year the Corporation will review the Reserve Depreciation Fund and the amount of the budgeted annual transfer to the Reserve Depreciation Fund to insure that adequate funds will be available for all the anticipated costs listed in Section 4.2.

4.4 **Investment**

The Reserve Depreciation Fund and all contributions to the Reserve Depreciation Fund shall be invested in an interest bearing account to the benefit of the Corporation.

4.5 **Member Advances**

If authorized by not less than eighty (80%) percent of the Members of the Corporation, the Secretary-Treasurer of the Corporation may make a written request to each of the Members for financial assistance (to be considered an Advance) to be made by each of the respective Members in accordance with the Allocation Formula. Each Member shall advance the monies so requested within thirty (30) days of receipt of the written request therefor. Unless otherwise authorized or consented to by all of the Members as aforesaid, no Advances shall bear interest and no Member shall demand repayment of any Advances. If the Corporation repays any Advances in whole or in part, it shall, subject to any express agreement amongst all of the Members to the contrary, do so in accordance with the Allocation Formula.

4.6 **Capital Contribution**

All capital, operating, closure and replacement funds required to construct, maintain, manage, operate, use, replace and reclaim any of the assets of the Corporation or any corporation controlled (subsidiary) by the Corporation in excess of any assistance provided by the Province of Alberta

and any financial assistance which the Corporation secures shall be provided by the Members in accordance with the Allocation Formula.

#### ARTICLE V - TRIGGERING EVENT

##### 5.1 Remedies

Upon the occurrence of a Triggering Event, the Remaining Members may do any one or more of the following:

- (a) pursue any remedy against the Triggering Member available to them in law or in equity, it being acknowledged that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default;
- (b) take such actions in their own names or in the name of the Triggering Member or the Corporation, as may reasonably be required, to cure the default, in which event all payments, costs and expenses incurred therefor shall be payable by the Triggering Member to the Remaining Members on demand with interest at a rate equal to the Prime Rate in effect at the time plus two (2%) percent per annum; or
- (c) waive the default provided, however, that any waiver of a particular default shall not operate as a waiver of any subsequent or continuing default.

##### 5.2 Loan Default

In addition to any other rights of the Remaining Members herein provided for, if the Triggering Member defaults by refusing or failing to make a contribution by way of loan as provided for in Section 4.5 hereof, then if a Remaining Member does not elect as provided any Remaining Member may elect to make and, if so, is hereby irrevocably authorized by the Triggering Member to make such contribution by way of loan (hereinafter in this Article referred to as the "Default Loan") on behalf of and for the account of the Triggering Member, in which event the Triggering Member shall pay or cause to be paid to such Remaining Member:

- (a) the amount of the Default Loan; and
- (b) the reasonable costs of the Remaining Member relating to obtaining monies to make the Default Loan; and
- (c) interest on the amount of the Default Loan outstanding from time to time calculated and payable monthly on the first day of each and every calendar month at a rate equal to the Prime Rate at the time the Default Loan is made plus two (2%) per cent per annum.

**ARTICLE VI - DISSOLUTION OR WINDING UP OF THE CORPORATION**

6.1 Distribution

Subject to Section 6.2, upon the dissolution or winding up of the Corporation and after the payment of all debts and liabilities of the Corporation, the remaining property of the Corporation shall be distributed amongst the parties hereto on the basis of the percentage share of the respective Members calculated pursuant to the Allocation Formula, as amended and in force at the time of such dissolution or winding up.

6.2 Compliance with Security Requirements

The Corporation shall comply with all security requirements relating to closure and post-closure of any assets or facilities operated by the Corporation or by any company controlled (subsidiary) by the Corporation. If, upon satisfaction of all requirements, there remain funds available for distribution to the parties hereto, such funds shall be distributed in accordance with Section 6.1.

**ARTICLE VII - ENVIRONMENTAL**

7.1 Code of Practice

The Corporation shall operate its assets and facilities and the assets and facilities owned by any corporation which the Corporation controls (subsidiary) according to the Code of Practice as established by the Department of Environmental Protection, from time to time.

7.2 Insurance

The annual operational budget for the Corporation shall contain adequate funding for the maintenance of comprehensive environmental liability insurance. The Corporation shall purchase and maintain comprehensive environmental liability insurance and other such insurance reasonably required by the Corporation and all of its subsidiaries, which insurance shall include all of the Members as additional named insureds.

**ARTICLE VIII - ALLOCATION OF RISK AND LIABILITY**

8.1

All costs and risks relating to the Corporation and the conduct of the business of the Corporation as between the Members, shall be apportioned and limited in accordance with each Members respective percentage allocation as calculated in the Allocation Formula.

8.2 Adherence to Allocation Formula

Each of the parties hereto specifically agrees that they will take such actions as may be required to ensure that each Member's contribution arising out of any such liability is apportioned strictly in accordance with the Allocation Formula.

## ARTICLE IX - WITHDRAWAL AND NEW MEMBERS

### 9.1 Withdrawal

After the tenth anniversary of the date of this Agreement, any party hereto may withdraw from this Agreement by giving not less than one (1) year's notice in writing to all of the other parties hereto to become effective on December 31 following completion of the one (1) year notice period.

### 9.2 Additions to Membership

Any party wishing to become a Member of the Corporation may become a Member of the Corporation on such terms and conditions established by the Corporation and subject to the unanimous approval of the Members, PROVIDED THAT the party wishing to become a Member agrees to be bound by the terms and conditions of this Agreement.

### 9.3 Apportionment

If the Members become jointly and severally liable for any matter relating to the Corporation, the respective liability of each of the Members, as between themselves, shall be apportioned and limited in accordance with each Member's respective percentage allocation as calculated in the Allocation Formula and adjusted to take into account the period during which the liability relates and the Member or former Member, as the case may be, was a Member and the obligations stated herein amongst the Members and former Members shall survive the withdrawal of any Member from the Corporation and the termination of this Agreement, as the case may be.

## ARTICLE X - GENERAL PROVISIONS

### 10.1 Telephone Conference

A Member or any other person entitled to attend a meeting of the Corporation or of the Appointed Representatives, as the case may be, may participate in the meeting by means of telephone or other communication facilities that permit all persons participating in the meeting to hear each other and a person participating in such a meeting by those means is deemed to be present at the meeting.

### 10.2 Further Assurances

The Parties and each of them do hereby covenant and agree to do such things and 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.

### 10.3 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, 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.

10.4 Assignment of Agreement

No party hereto shall assign its interest in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from all other parties hereto, such consent not to be unreasonably withheld, PROVIDED THAT in no event shall any assignment which may have been consented to release or relieve the assignor from its obligations to fully perform all of the terms, covenants and conditions of this Agreement on its part to be performed.

10.5 Notices

Any notice required to be given hereunder by any Party shall be deemed to have been well and sufficiently given if:

- (a) personally delivered to the Party to whom it is intended or if such Party is a corporation to an officer of that corporation; or
- (b) if mailed by prepaid registered mail, to the address of the Party to whom it is intended hereinafter set forth:

- (i) if to Paintearth

County of Paintearth No. 19  
Box 509  
Castor, Alberta  
T0C 0X0

Attention: Chief Administrative Officer

- (ii) if to Castor

Town of Castor  
Box 479  
Castor, Alberta  
T0C 0X0

Attention: Chief Administrative Officer

- (iii) if to Coronation

Town of Coronation  
Box 219  
Coronation, Alberta  
T0C 1C0

Attention: Chief Administrative Officer

(iv) if to Halkirk

Village of Halkirk  
Box 126  
Halkirk, Alberta  
T0C 1M0

Attention: Chief Administrative Officer

(v) if to the Corporation then:

Paintearth Resource Recovery Centre Inc.

or to such other address as a Party may from time to time direct in writing.

Any notice delivered as aforesaid shall be deemed to have been received on the date of delivery and any notice mailed shall be deemed to have been received on the fourth (4th) day after the date it is postmarked. If normal mail service is interrupted by strike, slow-down, force majeure or other cause after the notice has been sent, the notice will not be deemed to be received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery only shall be effective.

10.6 Entire Agreement

The Agreement constitutes the entire agreement between the Parties 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 warranties, representations or other agreements among the Parties in connection with the subject matter hereof except as specifically set forth herein.

10.7 Payment of Monies

The Parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the Party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

10.8 Unenforceable Terms

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 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.

10.9 Amendments

This Agreement may only be altered or amended in any of its provisions when any such changes are reduced to writing and signed by all of the Parties provided however that it shall not be necessary to make a Party to such Amending Agreement any Member who ceased to be a member of the Corporation and who has been fully repaid any monies owing by the Corporation.

10.10 Remedies Not Exclusive

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy available to that Party but each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing by law or in equity or by statute.

10.11 Preamble and Schedules

The Parties hereby confirm and ratify the matters contained and referred to in the preamble to this Agreement and agree that same and the various schedules hereto are expressly incorporated into and form part of this Agreement.

10.12 No Waiver

No consent or waiver, express or implied, by any Party to or of any breach or default by any Party in the performance by such other Party of his 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. Failure on the part of any Party to complain of any act or failure to act of another party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of his rights hereunder.

10.13 Counterparts

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

10.14 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.

10.15 Governing Law

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

10.16 Time

Time shall be of the essence of this Agreement.



10.17 Survival

The parties hereto acknowledge that the provisions of this Agreement which are intended to survive the expiry or termination of this Agreement or the withdrawal of a party to this Agreement shall survive such expiry, termination or withdrawal and shall not be merged therein or therewith provided that the obligations of the parties hereto relating to survival of the terms contained herein are restricted to the time during which the parties hereto have been parties to this Agreement.

10.18 Enurement

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

**IN WITNESS WHEREOF** the parties have hereunto executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard effective as of the day and year first above written notwithstanding the actual date or dates of execution hereof.

**COUNTY OF PAINEARTH NO. 19**

**VILLAGE OF HALKIRK**

Per: W. Richardson

Per: [Signature]

Per: W. J. Peterson

Per: [Signature]

**TOWN OF CASTOR**

**PAINEARTH RESOURCE RECOVERY CENTRE LTD.**

Per: [Signature]

Per: W. Richardson

Per: [Signature]

Per: W. J. Peterson

**TOWN OF CORONATION**

Per: [Signature]

Per: [Signature]

APPENDIX "A"

**ALLOCATION FORMULA**

Percentage per Member =  $\frac{\text{Population of Member as determined by most recent census}}{\text{Aggregate of population of all Members as determined by most recent census}}$

Halkirk	3.28%
Coronation	25.80%
Castor	20.32%
Paintearth	<u>50.60%</u>
	100.00%

## CAO Report

**Meeting: Regular Council Meeting**

**Meeting Date: March 5, 2024**

1. February 22 – Present
  - i. Review ATCO microgen system operator agreement for Crowfoot Reservoir solar project and coordinate permitting and approvals for Castor PW Shop, Halkirk Shop and Crowfoot Reservoir solar installation locations.
  - ii. Meeting with Stettler County re: possible water project to service domestic needs in Divisions 4/5 and subsequent discussions with Asst. CAO and Environmental Service Director on feasibility of water servicing for same. Should discussions begin in earnest among Council members about implementing a long-range water sustainability plan for the residents of these areas, whom Council has heard for several years of a growing need for water, factors beyond the needs vs. costs of servicing individual households will need to be considered. Further discussion on this matter will be held in closed session.
  - iii. Management meeting with review of all extra-operational projects ongoing for 2024 year, including sewer and sitework, land transactions for future County interests. At the present time ***there are between 35-38 Administration-led projects in queue for discussion, review of Council and/or implementation that fall outside of normal municipal operations spread across 6 members of the senior-management team*** with a range of implications from quality of life, optimized service delivery, economic development and community development. At present two of those senior management team members are also undergoing voluntary professional development at the university level, with another member slated to resume in the immediate future.
    - a) On a related note, Administration feels it's important to shed light on the typical management environment, with data showing that managers receive, on the high side, 73 interruptions on their short-term and long-term processes per day<sup>1</sup>, and on the low end, 50-60 interruptions per day. On a micro scale, this can be equated to being interrupted every eight minutes, with a return-to-task time requirement of 20 minutes per interruption to return to the level of concentration needed to complete the prior task.<sup>2</sup> Interruptions include incoming phone calls, co-worker intrusions, crisis (COVID not included), emails and personal interruptions (calls from school, spouse, children, etc.).
  - iv. Coordinate with Red Deer County and EQUUS regarding MCC Network Operating Agreement terms and conditions subsequent to finalization of Unanimous Shareholder Agreement finalizations. Discussions on pre-tender design work with Rural Connect Ltd. re: Halkirk, Crowfoot and Brownfield fiber networks and construction timelines.
  - v. Discussions with Community Services Director on industry matters pertaining to developments in Division 4 area in respect of Heartland/TransAlta Hydrogen project, PACE Solar project, future water servicing needs and challenges and infrastructure requirements. Given Heartland's discussions with Council in open

<sup>1</sup> <https://www.fastcompany.com/3050441/5-strategies-to-eliminate-constant-interruptions#:~:text=Did%20you%20know%20that%20the,to%20fully%20regain%20cognitive%20focus.>

<sup>2</sup> <chrome-extension://efaidnbmnnnibpajpcglclefindmkaj/https://interruptions.net/literature/CubeSmart-productivity-wp1.pdf>

session on February 21, it is anticipated potable water needs for processing will not be a factor in future County water considerations for Divisions 4 and 5 at this time.

- vi. Discussions with East Central Ambulance regarding asset acquisition for ambulance housing.
- vii. Coordinate final aspects of Castor Water Tender for Castor Fire Dept. with manufacturer Camions Helie in Joliette Que. and Chief Patrick Kelly.
- viii. Professional Development re: Workplace law (ongoing). At the present time, Human Rights and Employment Standards law is the focus, with special detail being given to employer obligations to act on human rights claims, including discrimination on protected grounds and condoning behaviour that creates toxic work environments. Council may be interested to know that typically when workplace compliance is concerned, provincial resources are focused more on workplace safety than any other area, which allows employers in a general sense to take advantage of the weaker bargaining position of workers that fall outside of the protections of the collective bargaining regime. This means that while workplace safety is somewhat enforced, violations of employment standards in the areas of human dignity are left unenforced. Employers, in a general sense, seem to understand that the odds of reprisal from the province for violations of human dignity are unlikely to occur mainly due to the fact that employees are left to challenge transgressions by the employer in an adversarial manner, which generally deters employees from taking action for two reasons:
  - a) *Employees who have suffered violations of dignity are forced to choose between advocating for that dignity or feeding their families.* In particular, those employees are often women, in a management environment dominated by men, usually Caucasian, and those employees do not have the knowledge of the employment standards system to give them confidence that they will be successful in winning a complaint, although an article from the Toronto Star would indicate that an average of 70% of the complaints the Ontario Labour Ministry receives are valid (based on a 15,000 complaint sample size), and
  - b) *Fear of reprisal for speaking out against the employer is not an idle feeling, but rather statistically supported that reprisals happen in nearly all cases. 90 per cent of the 15,000 complainants sampled in the Toronto Star article are from people who had to leave their job or lost their job afterward – proof that systemic discrimination<sup>3</sup> continues to plague the workplace in Canada... food for thought, for Councillors and Administration alike.*
- ix. Administration thanks Council for their continued support of staff in creating a safe and healthy workplace environment, not only physically, but mentally as well. For staff at the County, Administration is pleased to say that for the past several years we have received few workplace complaints relating to unfair treatment and can attest that all have been expertly resolved and enured to the benefit of the party with the weaker bargaining position, meaning the County has done an excellent job of supporting its own staff – all of this isn't possible without the continued support of Council, for which Administration is grateful.

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<sup>3</sup> *EXLGP8205 Organizational Design and Management Module 4 "Designing for Diversity, Equity and Change" defines systemic discrimination as "those patterns of organizational behaviour that are part of the social and administrative structure and culture and decision-making processes of the workplace that create or perpetuate relative disadvantage for members of some groups and privilege for members of other groups" and elaborates that "the concept of systemic discrimination refers to the pattern of policies, institutionalized practices, norms and values that exclude people who are different from the people with power to make the rules and create structures of the workplace" at Pp. 6. Emphasis is added on the following point: "informal social relations, networks of communication and the quality of workplace culture and climate may perpetuate patterns of systemic discrimination... ***if it is not identified and confronted by managers, unions and co-workers it may become part of the culture of the workplace, creating great harm to its victims...***"*

- x. Meeting with PEPS Chair and Hotel Subcommittee re: final steps in hotel investment and investor engagement. Following two feasibility studies and meetings with a franchise developer, the County will connect those who put names forward with an interest in local developments to those offering the development and let the private sector take it from there.
- xi. Review of Biodigester project alternate funding sources to compliment pilot project and biomass research with Klay Dyer of Alberta Counsel. At present, there is discussion between Klay, a pilot company and a local feedlot producer – preliminary stages, exploring the feasibility of implementing a mobile (small-scale) biodigester that could utilize manure to create outputs of fertilizer, compost and methane gas. Should the technology prove cost-effective, it stands to introduce a new method of value add for cattle producers to aid in operational cost recovery at a time when commodity prices are uncertain, and input costs continue to escalate, especially in the area of feed, the costs of which during these recent years of drought, have caused many to cull herd sizes to offset high feed costs.
- xii. Discussions with Castor Administration regarding County-resident servicing of adjacent parcels to Town water infrastructure. Suggestion to Council is that the Administration be allowed to create a master service agreement for water provision between the Town and the County, and that discussions on existing cross-boundary servicing begin with respect to transitioning service agreements between the Town and County customers over to County-town servicing agreements begin. The advantage to both parties being the enforceability of non-payment by clients vs. powers of enforcement, greater certainty for the Town of Castor in recovering costs from the County vs. extra-jurisdictional customers within the County and the expansion of housing development without the constraint of municipal boundaries.
- xiii. Discussions with legal counsel on AUC announcements regarding moratorium end and subsequent implications for renewables industry and possible impacts to developments in Paintearth County.
- xiv. Review of Council agenda items, discussions with staff on accountability measures to reduce typographical and substantive errors in minute-taking not caught by Council and Administration and supporting documents relating to Council agenda items eg: RMA Survey on unpaid oil and gas taxes.
- xv. Review of PRWM Membership Agreement re: terms and conditions binding members of PRWM in regards to financial decision-making, discussions with legal counsel as per the CAO's RFD earlier in this agenda package.
- xvi. Outstanding items from prior Council meetings seen completed, commenced, or carried to next-steps.

**Prepared By:** \_\_\_\_\_

**Michael Simpson, Chief Administrative Officer**



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## Strategic Initiatives Manager Report

Meeting: Regular Council Meeting

Meeting Date: March 5, 2024

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### Task Focus:

- Administrative time devoted to preparation of training, training individuals, and receiving training (Councillor Safety Training, Spear Training, RMRF and Brownlee Law Seminars).
- Administrative time devoted to events, including RMRF and Brownlee Law Seminars, and preparation for RMA, FCM, Beef Conference.
- February 23, 2023 Managers Meeting re: 2024 Project Timelines
- February 28 – 29, 2024 Alberta Beef Conference

### Upcoming Event(s):

1. March 18-20, 2024 – Rural Municipalities of Alberta Spring Convention
2. June 6 – 9, 2024 – Federation of Canadian Municipalities (FCM) Convention

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**Director's Report**

**Department: Community Services**

**Meeting: Regular Council Meeting**

**Meeting Date: March 5, 2024**

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**1. Planning and Development**

- i) Please see the attached reports for Dev Permits and Subdivision apps thus far.
- ii) Renewables Report and Backgrounder – Province has released their backgrounder – attached - and direction that will be going into the AUC process for wind and solar projects. Very much in line with what we had expected, from the high altitude perspective but leaves the muni's to regulate the ground game.
- iii) With the provincial report out, and the expected regulations to not intrude into our area of LUB regs, the Public Hearing for our LUB update in regards to housekeeping items and those regs detailing solar farms is now set for April 16 @ 1 pm to move our amendments forward. An updated Schedule A is attached for your info as it has evolved since last fall's 1<sup>st</sup> reading.
- iv) A subdivision application has been submitted to PRMS for the upcoming new grader shop north of Coronation at the NE12-37-11. Expected completion date for this process would approximately be in May. Land titles submission may be complete by June.
- v) Meeting on March 18 with ATCO reps for the Craig Lake Windfarm to get details of that upcoming project and their timelines.

**2. Industry Report**

- i) YTD report of industrial activity is presented for your info.

**3. Emergency Management**

- i) A date may be set since this writing for a joint table top exercise with the Village of Halkirk for a smaller event possibly involving the ESS function. The Towns of Castor and Coronation are completing their table top exercises today.

**Prepared By: Todd Pawsey, Director of Community Services**

# 2024 Development Report

As of March 1

2024

DP #	Applicant	Location	Particulars	Value	District	Perm/Disc	Class	Date
2401	Loren Rodvang	SW5-36-9	placement of mobile home	\$50,000	Ag	Perm	Res	12-Feb
2402	Cam & Candy Brown	SE7-39-11	new residence/cabin	\$400,000	Ag	Perm	Res	
2403	Capital Power H2 Project	SE11-40-15	ADLS Tower - radar lighting	\$900,000	Ag	Perm	Ind	12-Feb
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2462								
			<b>Totals</b>	<b>\$1,350,000</b>				



# Backgrounder: Alberta's Renewables inquiry and the related pause

Alberta's government is setting a clear and responsible path forward for renewable project development to ensure our electricity grid is reliable, affordable, and sustainable.

Based on the Alberta Utilities Commission (AUC)'s inquiry, Alberta is working on five policy and regulatory changes to clarify the rules for renewable energy development:

- Taking an agriculture first approach to protect prime agricultural land from development unless the proponent can demonstrate the ability for both crops and/or livestock to co-exist with the renewable generation project.
- Standardizing developer responsibility for reclamation costs via bond or security.
- Establishing 35 km buffer zones around protected areas and pristine viewscapes.
- Conducting meaningful engagement on the possibility of renewable development on Crown lands.
- Developing changes to Alberta's transmission regulation.

The intended outcome is to support continued responsible renewable energy development, while ensuring responsible land use, protecting the environment and Albertans' property rights, and providing long-term investor confidence.

## AUC inquiry and its reports to government

The AUC inquiry into renewable electricity generation was separated into two modules, Module A, which examined land issues and Module B, which looked at the impact of renewables on the supply mix and system reliability.

- The Module A report has been submitted to the Minister of Affordability and Utilities and Module B is due to the Minister by the end of March 2024.
- Once the government has received and examined the Module B report, we will be able to provide greater clarity on the topics of generation supply mix and electricity system reliability.

The AUC conducted rigorous consultations between August and December of 2023, including three open houses, over 600 pages of written feedback, and oral submissions.

More information about the inquiry and reports is available [here](#) on the AUC's website.

## AUC approvals and policy changes

The new policies will only be applied to renewable project approvals going forward – not retroactively to existing projects. That is why government directed the AUC to briefly pause project approvals, ensuring certainty and consistency.

During the pause, the AUC introduced new, interim requirements relating to agricultural land, viewscapes, reclamation security, and land use planning as part of the regulatory review process of new power plant applications. Applications are now required to satisfy existing requirements (as outlined in [AUC Rule 007](#)), as well as the new additional interim requirements until further notice.

Applicants will be able to amend applications they have previously made to abide by the new rules. The AUC is expected to provide greater clarity and direction on project revisions starting March 1, 2024.

## Agriculture first approach

The government will bring forward the necessary policy and regulatory tools to direct the AUC to take an agriculture first approach when making decisions around the best use of agricultural lands proposed for renewables development.

- Alberta will no longer permit renewable generation developments on Class 1 and 2 lands, unless the proponent can demonstrate the ability for both crops and/or livestock to co-exist with the renewable generation project.
- Alberta's government will establish the tools necessary to ensure Alberta's native grasslands, irrigable and productive lands continue to be available for agricultural production.
- As defined in the AUC's Module A report, the classification of agricultural land is determined by the Land Suitability Rating System (LSRS) which can be viewed [here](#).

## Reclamation security

Appropriate security amounts and standards will be determined by the Ministry of Environment and Protected Areas in consultation with the Ministry of Affordability and Utilities by the end of 2024.

- These new requirements will apply to all approvals issued by the AUC on or after March 1, 2024.

## Pristine Viewscapes

Buffer zones of a minimum of 35 km will be established around protected areas and other pristine viewscapes as designated by the province.

- New wind projects will no longer be permitted within those buffer zones.
- Other proposed developments located within the buffer zone may be subject a visual impact assessment before approval.
- The AUC will be required to complete site visits for proposed renewable projects.
- As part of the changes to protect pristine viewscapes, the AUC will also conduct hearings to determine appropriate setbacks of renewable infrastructure from neighbouring residences.

## Crown Lands

Given the considerable competing interests surrounding Alberta's valuable Crown land resources, meaningful public engagement is required before any changes to Crown land access can be implemented. These changes would not come into effect until late 2025.

Any development of renewable generation on Crown lands will be on a case-by-case basis.

## Transmission regulation changes

Changes to Alberta's Transmission Regulation are expected in the coming months as the engagement process continues. Renewable projects should expect changes in how transmission costs are allocated.

## Municipal participation in AUC hearings

In addition to the work by Alberta's government on policy and regulatory changes to clarify the rules for renewable energy development, the AUC has committed to:

- Automatically grant municipalities the right to participate in AUC hearings.
- Expanding eligibility for cost recovery to municipalities to reduce barriers for participation in circumstances where they intend to file expert evidence or arguments that will assist the AUC.
- Allow municipalities to review rules related to municipal submission requirements while clarifying consultation requirements.

## SCHEDULE A – GENERAL UPDATES FOR THE LUB 698-21

### 7. Application for a Development Permit

- (1) Only the owner of a lot or their agent may make an application for a development permit.
  - (a) An agent must provide an owner authorization form or have the owner's signature on the application form provided
    - i) Current copy of title may be requested to be submitted with application
- (2) An application for a development permit shall be made to the Development Officer using the approved form and shall be accompanied by, including but not limited to, the following:
  - (a) a site plan showing the legal description and the front, rear and side yards, if any, and any provisions for off-street loading and vehicle parking and access and egress points to the site.
  - (b) floor plans, elevations and sections of any proposed buildings.
  - (c) any other reasonable information that the Development Officer/Municipal Planning Commission deems is necessary to render a decision on the application such as:
    - i) Geotechnical or engineering reports;
    - ii) Location of proximate buried services or AER approved facilities;
    - iii) other required provincial, federal, or trade association approvals specific to the particular development application;
  - (d) a development permit fee as established by Council which receipt – or lack of - does not impact the determination of the application's completeness.
  - (e) Where an industrial permit application requires a review from any outside authority of relevant expertise, the cost of such review will be due from the applicant prior to the issuance of the development permit.
- (3) The Development Officer / Municipal Planning Commission may request as part of an application for a development permit for an intensive livestock operation that the applicant provide the following:
  - (a) Details on the type of sewage system proposed for the development, including geotechnical information for sites where lagoon construction is proposed.
  - (b) Calculations on the quantity of surface runoff from the development, site drainage flow patterns and site runoff storage retention.
  - (c) Tests on subsurface soil structures to determine if the site is suitable for the proposed development.
  - (d) Information as to the location of land for manure disposal and soil tests to determine its suitability for manure disposal.
  - (e) Tests on the availability of ground water to determine if quantities are sufficient to meet the needs of the development.
- (4) The Development Authority may require the applicant for a development permit to advertise and conduct a public meeting for the purpose of exchanging information regarding the proposed development with the community. Further, the Development Authority may specify the date, time, and/or location of such a public meeting. The costs of advertising and conducting such a public meeting shall be born by the applicant for the development permit.
- (5) If a public meeting as specified in subsection (4) is required, the application for the development permit shall not be deemed complete until the conclusion of the public meeting.
- (6) Upon submitting an application for a development permit, the Development Authority must indicate within 20 days:

- (a) the completeness of the application by processing the fee payment and issuing receipt for such either in person or by mail; or
- (b) the incompleteness of the application and request for missing or incomplete information required, along with any required circulation responses that the application may be "subject to" by either mail or email to the applicant's addresses given on the application;
- (c) If an applicant fails to provide the information requested in (b) above within the specified time frame as provided in the notice communicated, the application will be refused, and returned to the applicant by mail stating such.
- (d) The Development Officer as the Development Authority will make the determination of whether an application is complete or incomplete.

*Rationale: Updates to Sec 7 are recommended by legal as a result of our last two appeals where more information was required, incomplete information was received, and who makes the completeness determination as in the DiGirolamo appeal the MPC made the determination when in actuality the DO should have. Also, a best practice is define whether the receipt of the application fee is a part of the application documents or just a fee charged for the service.*

## **8. Deciding on Development Permit Applications**

- (1) The Development Officer shall:
  - (a) receive, consider and decide on an application for a development permit for those uses listed as a permitted use for the relevant land use district and comply with the minimum standards for that district, or as allowed by Bylaw 650-17 a maximum 10% variance of such standards;
  - (b) refer, with his/her recommendations to the Municipal Planning Commission, any application for a development permit for those uses listed as a permitted use for the relevant land use district and which do not comply with the minimum standards for that district;
  - (c) refer, at his/her discretion, a permit application for any development for comments to those authorities (provincial, regional and municipal) whose interest or jurisdiction may be affected, for comments on the proposed development;
  - (d) refer with his/her recommendations, to the Municipal Planning Commission for its consideration and decision, applications for a development permit for those uses which constitute discretionary uses and which have been assigned to it for consideration and decision;
  - (e) refer to the Municipal Planning Commission at his discretion any application which in his opinion should be decided by the Commission.
- (2) The Municipal Planning Commission shall:
  - (a) decide on applications for a development permit for those uses listed as discretionary uses for the relevant district;
  - (b) decide on any application referred to it by the Development Officer;
  - (c) approve the application unconditionally or impose conditions considered appropriate, permanently or for a limited period of time or refuse the application.
- (3) The Development Authority may approve an application for a development permit even though the proposed development does not comply with the regulations of this Bylaw, or if the development is to be a rebuilding, an enlargement, an addition, or a structural alteration of a non-conforming building, if, in the opinion of the Development Authority:
  - (a) The proposed development would not:
    - (i) Unduly interfere with the amenities of the neighborhood, or
    - (ii) Materially interfere with or affect the use, enjoyment or value of neighboring lots, and

- (b) The proposed development conforms to the use prescribed for that land or building in this Bylaw.
- (4) Where the proposed use is not listed in a land use district, the Municipal Planning Commission may consider it to be so listed if, in its opinion, it is sufficiently similar in character and purpose to a listed use.
- (5) The Development Authority may impose as a part of the approval of a development permit, such conditions as are deemed appropriate, including, but not limited to the following:
  - (a) that the applicant to enter into an agreement to construct or pay for:
    - i) public roadways or parking facilities
    - ii) the installation of utilities or to pay an off-site levy or redevelopment levy imposed by Bylaw.
  - (b) that the applicant enter into and abide by an agreement for:
    - i) road use, accesses/approaches and damage repair to such
    - ii) weed or vegetation management
    - iii) reclamation or damages security and/or bonding
- (6) If a development permit application is refused, the Development Officer need not accept another application for the same or similar use on the same parcel for six months after the date of refusal.
- (7) If a decision is not made on a development permit applications within 40 days after its receipt by the Development Officer, the applicant may deem it to be refused at the end of the 40 day period.
- (8) The Development Officer or Municipal Planning Commission may issue a temporary Development Permit, for a period not exceeding one year.

*Rationale: Updates to Sec 8 are housekeeping items and better define as recommended by legal the various conditions and requirements for conditions within an agreement with the developers of projects such as what we have been doing with the renewables industry.*

#### **49. WECS and SECS regulations**

##### (5) Solar Energy Conversion Systems - Macrogeneration - LUB requirements

- a) Solar power plants shall be considered a discretionary use in the Agricultural Land Use District only.
- b) An application for a development permit to support a solar farm's application to the AUC will follow the same process and regulations (where applicable) as a WECS as outlined in sections 1, 2, and 3 above.
- c) Lands suitable and preferred for use:
  - i) lands with soil classification of AB Soil Classes 3 to 4 or lower. No solar installations shall be permitted to occupy lands with soil classifications of 2 or higher
  - ii) lands not currently being cropped or in production of hay. Grazing lands would be preferred lands for minimal soil disturbance or erosion issues

d) Emergency Response Planning & Access

i) A site-specific ERP is to be submitted which identifies preliminary emergency response measures during construction and operation. Such an ERP shall outline site monitoring and communication protocols. Local responders and authorities are to be provided a copy of the ERP

ii) Layout considerations - internal access roads shall be shown on a layout of the solar arrays and shall include space for:

- 1) perimeter access of the arrays for adequate fire fighting apparatus; and
- 2) internal access roads spaced at intervals within the arrays for adequate fire fighting apparatus;
- 3) separation distance of at least 50 m from a property line for any substation or inverter collection points.

e) Reclamation – all soil conservation and post-facility operation reclamation plans shall:

i) meet the AEP Conservation and Reclamation Directive for Renewable Energy Operations, or as alternatively required by the Provincial Government, and;

ii) provide an overview of how sufficient funds are secured and available at the project end of life to cover the cost of decommissioning and reclamation

iii) the Development Authority may require the establishment of a security trust to be held for decommissioning purposes at a value determined by its discretion.

f) Glare and reflectivity – all macro solar installations shall use an anti-reflective coating on the project solar panels.

g) Setbacks and Separation Distances will aid in the access of property by emergency vehicles and keep hazards at a distance from County residences, ditches and roads. All developments must meet the minimum standards:

i) from any provincial highway – as per Alberta Transportation

ii) from any County road – 75 m from the centerline of the road

iii) from any property line – 50 m from the edge of the boundary

iv) from any dwelling – the greater of 200 m or as meets AUC rule 12 permitted sound levels

Whereas in the opinion of the Development Authority, the setbacks are not sufficient to reduce the impact of a solar plant from any road, boundary or dwelling, the Dev Authority may increase the requirement.

h) Screening or Visual Landscaping – at its discretion the Development Authority may require all or any portion of the project to be screened from view or to prevent interference with sightlines of intersections, roadways, or residences by use of vegetation or privacy fencing.

i) Site security – all lands hosting macro solar farm installations shall be perimeter fenced with a minimum of 4' high barbed wire fence (4 wire) and all equipment collection points and substation facilities are to be enclosed with a chain link security fence of at least 6'.

j) Collaborative agricultural use – where possible all macro solar installations are encouraged to allow grazing or animal access use.

k) Vegetation management plans are to be submitted as part of the application detailing procedures for weed control, and fire hazard mitigation of dead vegetation.

#### (6) Battery Storage for both Wind and Solar Energy Conversion Systems

All BSS – battery storage systems – for any renewable energy power plant shall meet the following requirements at a minimum to ensure safety of the surroundings and emergency response access:

- a) Location selected shall be developed in such a manner that the grounds on and around the BSS facilities shall be of a fire retardant, non-combustible material such as rock, concrete or other similar material for at least 30m and no flammable structures are contained within that surface;
- b) Any BSS shall be set back from any residence a minimum of 300 m;
- c) All BSS facilities shall have a means of direct access to/from a County road and shall be constructed in such a manner as to allow heavy truck traffic to convey across unimpeded;
- d) All BSS facilities shall be perimeter fenced with at least a 6' high security chain link fence with barbed wire overhang;
- e) All BSS facilities shall be signed on the perimeter fence gate or side nearest the access road with a sign indicating:
  - i) the danger of stored energy/electricity
  - ii) access is restricted
  - iii) Emergency response number of company
  - iv) any other pertinent information specific to stored energy or the batteries' chemical composition which would aid first responders

#### (7) Waste Management Plans

All applications for WECS or SECS shall include a detailed plan of how industrial waste management practices will be part of the construction operations, for both the power generator and temporary laydown yard sites. Plans to address the following must be included with the application:

- a) All transport bracings, dunnage, crating or wrapping/packing material to be identified for removal (or recycling where possible)
- b) Temporary office site produced materials of paper products, office general garbage, or any compostable or biodegradable products
- c) All wastes are required to be removed offsite and disposed of at the sanitary landfill located north west of the Town of Coronation.
- d) Applicants/Developers/Operators will all be responsible for the cleanup of any litter escaping the lands being used or developed within an approved Development Permit

*Rationale: Sec 49 updates for macro solar – otherwise referred to commonly as solar farms – are the result of review of AUC decisions where common developer commitments were identified, research of County and MD LUB's with solar farm applications, and also with neighbouring similar Counties/MD's to get their input on their own LUB details pertaining to solar macro.*

**2024 Industry & Utilities Report**

As of Feb 27

2024

Approaches and Access						
# Applicant	Land Location	Date Applied	Existing	New Constr.	Culvert?	Date Approved
1	Karve Energy NW28-38-12	20-Feb		y		
2	Karve Energy SW3-38-12	20-Feb		y		
3	Karve Energy NE24-38-13	27-Feb	y			
4	Karve Energy SW8-39-11	27-Feb	y			
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Pipeline Crossings						
Applicant	Land Location	Date Applied	Open/Bored	Weed Ctrl?	Profile Rec'd	Date Approved
1						
2						
3						
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12						



Proximity Requests	Applicant	Land Location	Date Applied	Date Approved
1	Karve Energy	SW3-38-12	20-Feb	
2	Karve Energy	SW8-39-11	27-Feb	
3	Karve Energy	NE24-38-13	27-Feb	
4				
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Utility Applications	Land Location	Project	Notified	Approved
1	ATCO Electric	Temp laydown yard service	17-Jan	30-Jan
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RUA Projects	Land Location	Roads	Date Entered
1			
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**D56 & Other Notices**

<b>Exploration/Development</b>	<b>Notices of Intent</b>	<b>Intent Notice</b>	<b>Compl. Notice</b>	<b>Purpose</b>
<b>Applicant</b>	<b>Land Location</b>			
1 Terrene Environmental	NW26-36-13	17-Jan	17-Jan	approach release - OWA
2 Karve Energy	NE7-39-10		10-Jan	rec certificate issued
3 NGTL	SW3-38-13	24-Jan		blowdown notice
4 Axiom Oil and Gas	NE16-36-11	30-Jan		Multi well oil battery
5 Crescent Point Energy	NW16-39-15	13-Feb		wellsite abandonment
6 Crescent Point Energy	NW16-39-15	13-Feb		pipeline abandonment
7 Karve Energy	SW14-37-12	20-Feb		approach release
8 Karve Energy	SW3-38-12	21-Feb		new multiwell padsite
9 Karve Energy	NW28-38-12	21-Feb		new multiwell padsite
10 Battle River Energy	SW26-38-10	23-Feb		wellsite abandonment
11 Battle River Energy	SE24-38-11	23-Feb		wellsite abandonment
12 Battle River Energy	NE24-35-14	23-Feb		wellsite abandonment
13 Battle River Energy	SW8-39-10	23-Feb		wellsite abandonment
14 Battle River Energy	NW29-38-10	23-Feb		wellsite abandonment
15 Battle River Energy	NW28-38-10	23-Feb		wellsite abandonment
16 Battle River Energy	NW23-37-10	23-Feb		wellsite abandonment
17 Battle River Energy	NW26-38-10	23-Feb		wellsite abandonment
18 Battle River Energy	SE34-37-9	23-Feb		wellsite abandonment
19 Karve Energy	NW15-39-11	22-Feb		approach release
20 Karve Energy	SW8-39-11	27-Feb		add'l wells on existing padsite
21 Crescent Point Energy	SE2-40-15	27-Feb		wellsite abandonment
22 Karve Energy	NE24-38-13	28-Feb		add'l wells on existing padsite
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10.a)

COUNTY OF PAINT EARTH NO 18

For the Two Months Ending February 29, 2024

	2023	2024	2024	Difference	% Remaining
	Actual	Budget	Actual		
<b>Revenue</b>					
Sales to Other Governments	\$67,880.97	\$44,500.00	\$4,732.14	\$39,767.86	\$0.89
Sales & User Charges	297,525.47	445,154.00	31,602.49	413,551.51	0.93
Licenses & Permits	46,465.52	16,000.00	4,001.73	11,998.27	0.75
Government Transfers	602,766.10	419,247.00	18,957.89	400,289.11	0.95
Rental Revenue	345.00	200.00	75.00	125.00	0.63
Lease & Royalties	16,086.81	15,000.00	5.57	14,994.43	1.00
Return on Investment	1,816,662.51	950,450.00	40.04	950,409.96	1.00
Penalties & Costs	100,195.42	100,000.00	100.00	99,900.00	1.00
Other Revenue	18,064.63	61,000.00	1,672.02	59,327.98	0.97
Gain on Sale	183,274.33	10,000.00		10,000.00	1.00
<b>Total Revenue</b>	<b>3,149,266.76</b>	<b>2,061,551.00</b>	<b>61,186.88</b>	<b>2,000,364.12</b>	<b>0.97</b>
<b>Expenses</b>					
General	299,128.55	321,500.00	167,484.26	154,015.74	0.48
Legislative	627,601.84	1,073,500.00	45,224.39	1,028,275.61	0.96
Administration	1,705,999.18	2,054,250.00	289,910.53	1,764,339.47	0.86
Fire Protective Services	208,625.57	216,500.00	110,963.50	105,536.50	0.49
Disaster & Emergency Services	44,125.29	65,250.00	188.00	65,062.00	1.00
Ambulance Services	10,495.00	12,500.00	5,879.50	6,620.50	0.53
Bylaw Enforcement	370,497.89	495,000.00	29,382.17	465,617.83	0.94
Public Works	5,997,258.27	8,519,286.00	1,120,797.56	7,398,488.44	0.87
Water Supply	444,980.65	460,900.00	57,744.12	403,155.88	0.87
Waste Water	38,895.00	13,500.00	5,920.00	7,580.00	0.56
Family & Community Support Services	101,768.88	105,000.00	45,915.77	59,084.23	0.56
Municipal Planning & Development	149,759.98	214,800.00	30,605.08	184,194.92	0.86
Subdivision		85,000.00		85,000.00	1.00
Agricultural Service Board	505,996.84	648,200.00	63,765.49	584,434.51	0.90
Recreation Board	453,212.20	550,000.00	135,500.00	414,500.00	0.75
Parks & Recreation	83,936.57	92,700.00	1,084.48	91,615.52	0.99
Culture	40,840.00	42,000.00	27,406.71	14,593.29	0.35
Requisitions	114,625.00	149,000.00	62,600.00	86,400.00	0.58
<b>Total Expenses</b>	<b>11,197,746.71</b>	<b>15,118,886.00</b>	<b>2,200,371.56</b>	<b>12,918,514.44</b>	<b>0.85</b>

Gus Wetter Experience Canada 2024 Trip  
c/o Kyla Downey  
Castor, AB.

11.a)

February 29, 2024

County of Paintearth  
01 Crowfoot Crossing  
Castor, AB.

Attention: Michael Simpson and County of Paintearth Council

**RE: Monetary donation request**

I am requesting a monetary donation on behalf of the Gus Wetter School Students that will be taking part in the Experience Canada program this up coming spring. The program provides the opportunity for our rural jr. high students to travel out east to experience life in Quebec. Then, eastern students return to Alberta to spend seven days with our families to experience life in Alberta. Over 65% of the students that have signed up for the Experience Canada trip are county residences. Trips are booked and Castor kids head east April 10<sup>th</sup> to 17<sup>th</sup> and Bedford students arrive in Alberta May 1<sup>st</sup> and head back home May 8<sup>th</sup>.

The program has a registration fee that families have already paid, which covers the airline tickets. This donation request is to help cover the cost of transportation for our local Jr. High Students and the Bedford, Quebec students to go to Edmonton and tour the Parliament buildings. The tour of our Alberta Legislature will be educational and allow the students from Castor and Bedford, to experience our political history plus learn and understand our legislative processes. The student's tour is planned for May 3, 2024. The kids will be taking two school buses, as all Gus Wetter Jr. High students will go on the trip along with the students from Bedford, Quebec. Clearview charges a \$1.25/km plus the cost of two drivers for the day.

The students have been completing fundraisers since last fall to help cover the expenses for their planned Alberta trips and Castor/GWS swag bags. These trips will show the Bedford students what an amazing province we live in. We have our Parliament trip booked, a Jasper over night trip and a few local trips to show case our amazing Castor area; circle square ranch, potluck supper at the school where families can tour the town after with their exchange students. Plus, it will be hosting family's responsibility to show them life in Castor on May 4<sup>th</sup> & 5<sup>th</sup> (Saturday/Sunday). Some families will show rural branding, big knife hiking, local rodeo jackpots or tours of our local Hutterite colonies.

We are requesting a donation to help cover the transportation costs to Edmonton for the May 3, 2024 Parliament tour (1.25 \*~460km (round trip) \* 2 buses = \$1150 plus two driver wages for the day). We greatly appreciate your time in reviewing this request and look forward to your response. Please contact the undersigned at 403-741-7784 or [kdowney@xplornet.ca](mailto:kdowney@xplornet.ca) for any questions or additional information.



Thanks,  
Kyla Downey  
Parent Volunteer

11.6)

Castor Municipal Library  
Box 699  
Castor, AB  
T0C 0X0  
Phone #: 403.882.3999  
Email: [castorlibrary@prl.ab.ca](mailto:castorlibrary@prl.ab.ca)

February 28<sup>th</sup>, 2024

Dear County of Paintearth;

We want to extend our sincere thanks for the 2024 municipal grant to the Castor Municipal Library. Your support is greatly appreciated, and it enables us to continue serving the community in meaningful ways. Your contribution plays a vital role in our ability to provide important resources and services to those who need it most.

Thank you again.

Sincerely,

Tess Griebel  
Castor Municipal Library Manager

February 2024

# UNPAID OIL & GAS TAX SURVEY

## Member Briefing

In early 2024, the RMA requested that all members complete a survey providing an update on their unpaid oil and gas tax burden as of December 31, 2023. The survey builds on previous member input on this issue from 2019-2023.

This briefing provides an overview of survey results, and what these trends mean for rural municipalities using the most up to date data provided by all RMA members. The data collected is accurate as of December 31, 2023.

### Survey Response Rate

Sixty-four member municipalities responded to the survey. This **93% response rate** speaks to the importance of this issue across the province and the accuracy of the final data collected.

### Survey Results

- ♦ Rural municipalities are currently facing an overall unpaid oil and gas property tax burden of **\$251.5 million**.
- ♦ Rural municipalities are still owed **\$42.9 million** in oil and gas property taxes from the 2023 tax year alone.
- ♦ The average RMA member who completed the survey is facing an unpaid tax burden of **\$3,934,766** from the oil and gas industry.
- ♦ Seven municipalities have unpaid tax burdens **above \$10 million** from the oil and gas industry.
- ♦ Two municipalities have no unpaid tax burden from the oil and gas industry, and an additional seven municipalities have an unpaid tax burden **below \$100,000**.
- ♦ Municipalities have written off over **\$187 million in unpaid taxes** since 2015. This means that municipalities consider these taxes uncollectible, and they will never recover this lost revenue. This is a significant increase from last year, with an additional **\$50 million of taxes written off in 2023**.
- ♦ **Approximately 30% of respondents reported that the ministerial order from 2023 made positive impacts** on collecting unpaid taxes from companies, either in the form of a repayment agreement or through enhanced communication.

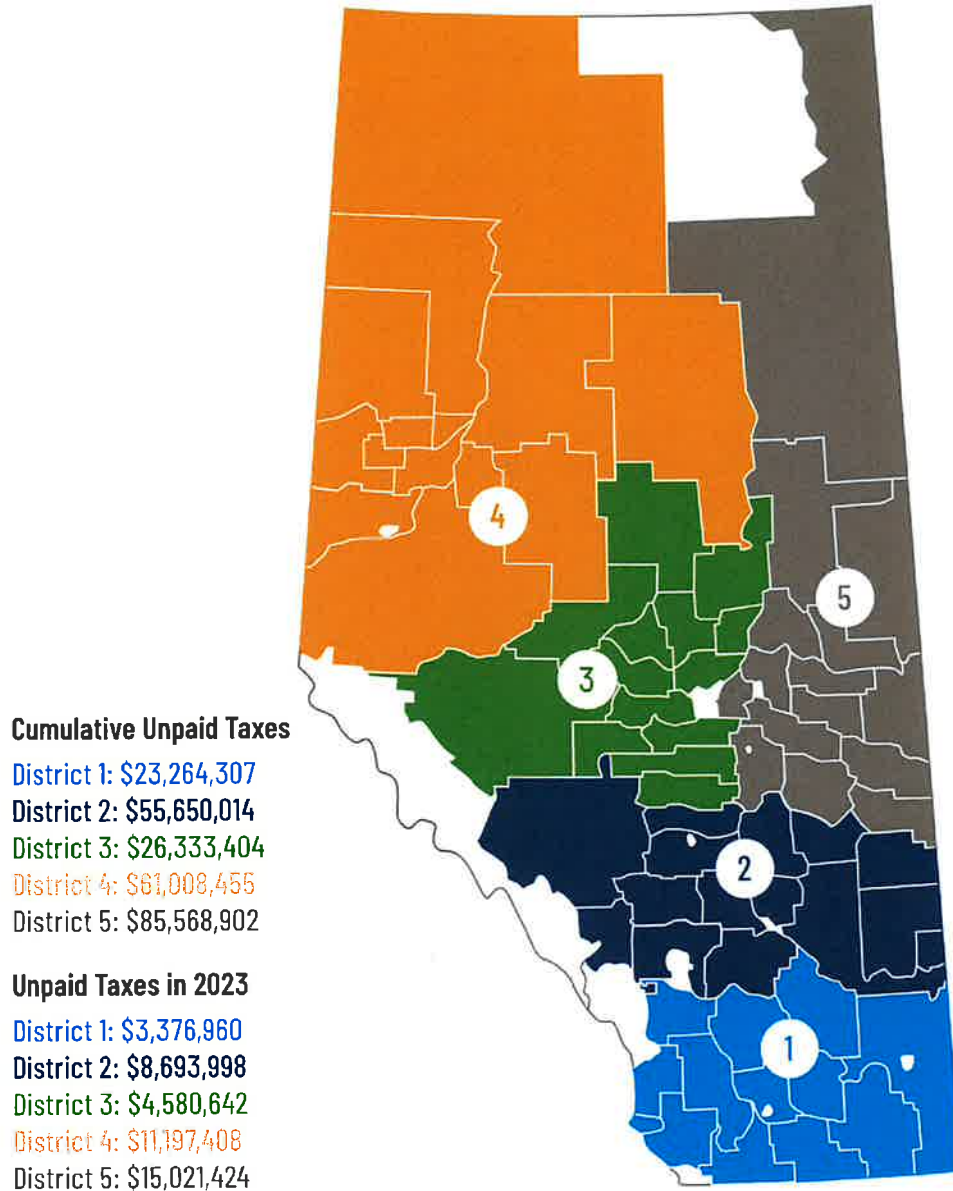
### Key Analysis

- ♦ The problem is **not improving**: Despite the availability of new enforcement and recovery mechanisms,, the current amount of unpaid taxes owing from the oil and gas industry is still very similar to previous years' amounts.
- ♦ The problem is **province-wide**: Every RMA district is facing at least \$23 million in unpaid taxes.
- ♦ The problem is **driven by a hands-off regulator**: As the oil and gas industry remains stable and new well drilling rates continue to increase, the Alberta Energy Regulator has allowed a small number of poorly-managed companies to continue operating, harming the industry's reputation and creating a risk of mass bankruptcies if property tax payment requirements are enforced.

- ♦ The problem is **solvable**: 55% of unpaid taxes are owed by companies that continue to operate and simply choose not to pay taxes. The AER can make phased changes to directives which ensure only companies who pay their taxes are able to operate.

## Unpaid Oil and Gas Property Taxes by District

Unlike some issues, which only impact municipalities in some regions of the province, unpaid taxes from the oil and gas industry have provincewide consequences, as shown below:



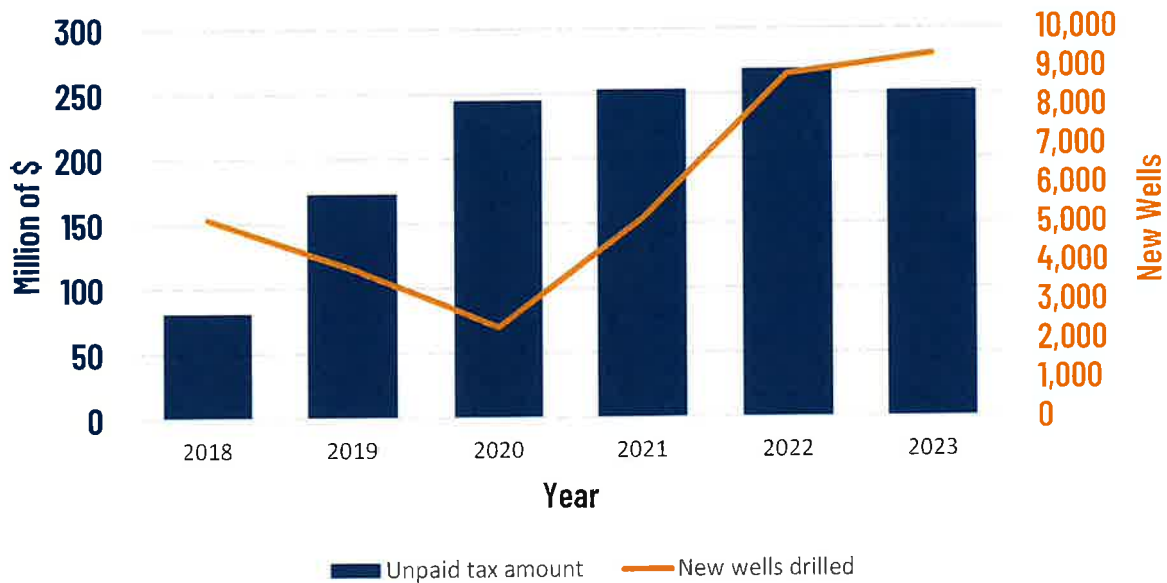
## Unpaid Oil and Gas Property Taxes by the Numbers

While the overall amount of \$251.5 million in outstanding oil and gas property taxes is alarming on its own, digging into the survey data is even more compelling. The data below tells some other important stories about this ongoing crisis for rural municipalities and the lack of success on the part of industry and the Government of Alberta to address it.

As the industry experiences stability, the tax payment problem persists

In 2023, municipalities incurred \$43 million of new unpaid taxes from oil and gas companies. Despite the industry's stable growth in recent years, unpaid taxes continue to persist. The chart below compares trends in industry growth (represented by new wells drilled each year) and cumulative unpaid tax amounts.

**RMA MEMBER UNPAID OIL AND GAS PROPERTY TAXES (MILLION OF \$)  
AND NEW WELLS DRILLED, BY YEAR**



From 2018 to 2020, the rate of unpaid taxes tended to grow at an inverse rate to the number of new wells drilled in the province; as unpaid taxes increased, new wells decreased. This suggested that perhaps the unpaid tax issue was linked to the industry's general struggles. However, this connection has disappeared. Although the number of new wells drilled did not increase dramatically this year, there was still a 5% increase in new oil and gas wells drilled as unpaid tax amounts remain stubbornly high. This suggests that non-payment is not linked to broad industry performance, but is the fault of a small number of poorly managed companies that are not in a position to grow, but rather are content with generating profits from the wells they do own while avoiding all possible costs, including property taxes.



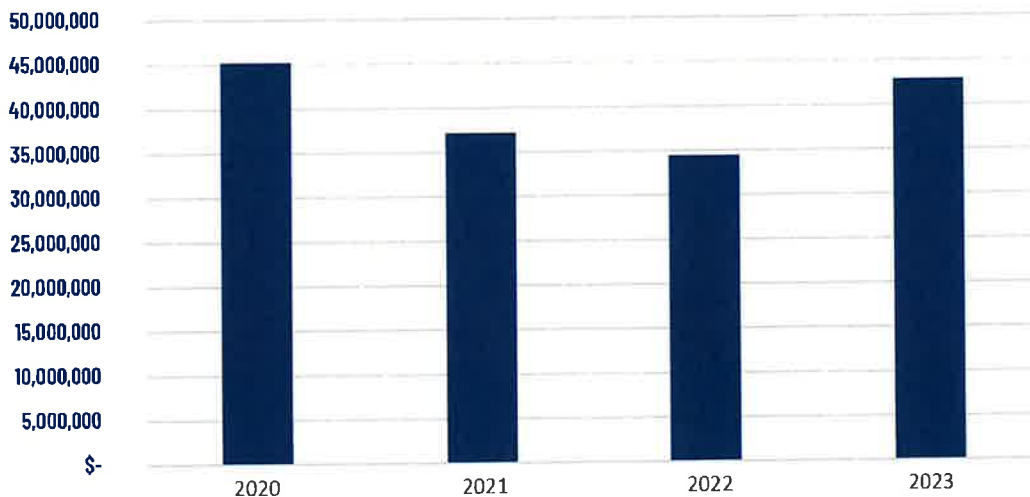


## Have the “Solutions” Been Effective?

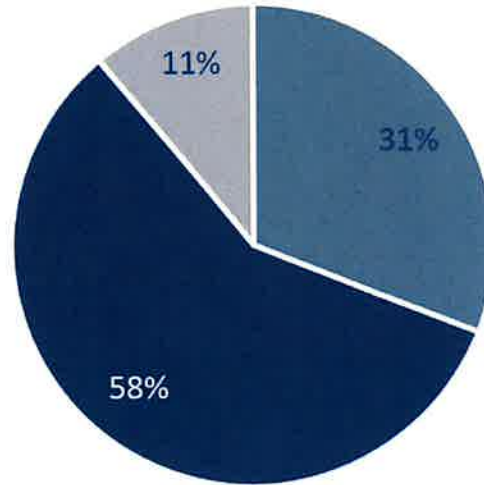
In March 2023, the Minister of Energy issued a [ministerial order](#) to the Alberta Energy Regulator with requirements to restrict any oil and gas company with collective, province wide property tax arrears above \$20,000 from receiving a new well licence or being involved with a licence transfer. This order was put into place by the AER on May 1, 2023.

This order was intended to reduce the amount of unpaid taxes in 2023 by preventing companies from acquiring or selling licenses without meeting their property tax obligations. The survey indicated that since the order was put in place, approximately 30% of municipalities reported increased industry effort in paying tax arrears. However, the amount of new unpaid taxes that municipalities incurred in 2023 (\$43 million) suggests that the ministerial order has done little to reduce newly incurred unpaid taxes. There is clearly a much larger issue with AER directives which enables companies to operate despite owing municipal taxes or having high liability issues, which rate them as effectively bankrupt.

**UNPAID OIL AND GAS PROPERTY TAXES BY YEAR IN WHICH TAX WAS OWED TO RMA MEMBERS**



### HAS THE MINISTERIAL ORDER RESULTED IN AN INCREASE IN COMPANIES PAYING TAX ARREARS OR SEEKING PAYMENT AGREEMENTS?



■ Yes ■ No ■ Unknown

Municipal Affairs also amended the *Municipal Government Act* to clarify that municipalities [have a secured status \(a special lien\)](#) to recover unpaid taxes during bankruptcy or insolvency hearings. This tool was initiated in 2021 and RMA developed a tool kit to help municipalities use the special lien power effectively. RMA's survey showed that in 2023, just over 10% of members were able to utilize special lien status to recover unpaid taxes.

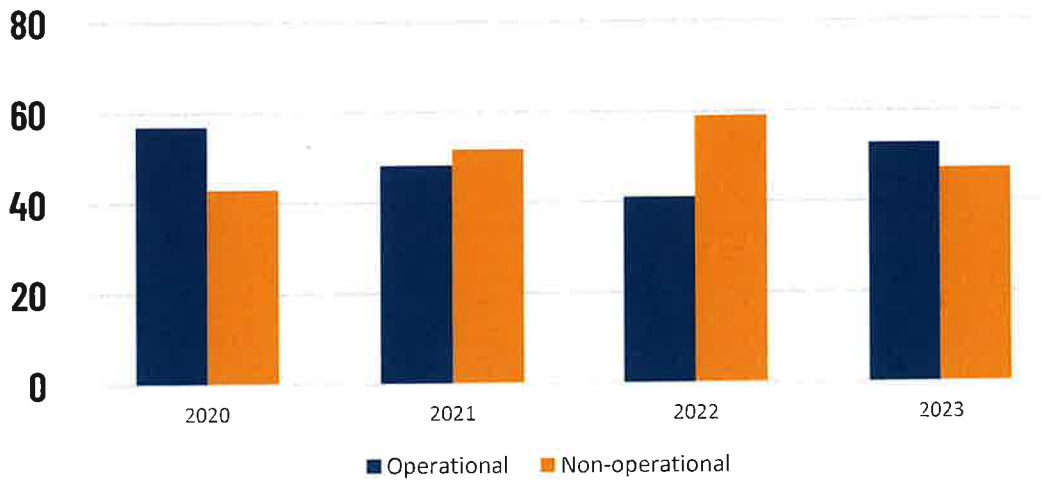
While both the ministerial order and special lien tools were steps in the right direction, neither target the companies that are primarily responsible for the ongoing growth in unpaid taxes. While the ministerial order targets companies interested in growing and the special lien targets companies that have entered bankruptcy or insolvency, neither impacts the "zombie" companies that remain profitable but have no ability or interest in expanding. Their focus is primarily on funnelling profits out of the province and avoiding as many costs as possible, including property tax payments.



### Operational companies continue to ignore their tax obligations.

The survey asked members to indicate the portion of unpaid taxes owed by companies that continue to operate and those that are non-operational, usually due to insolvency. These results show an interesting trend:

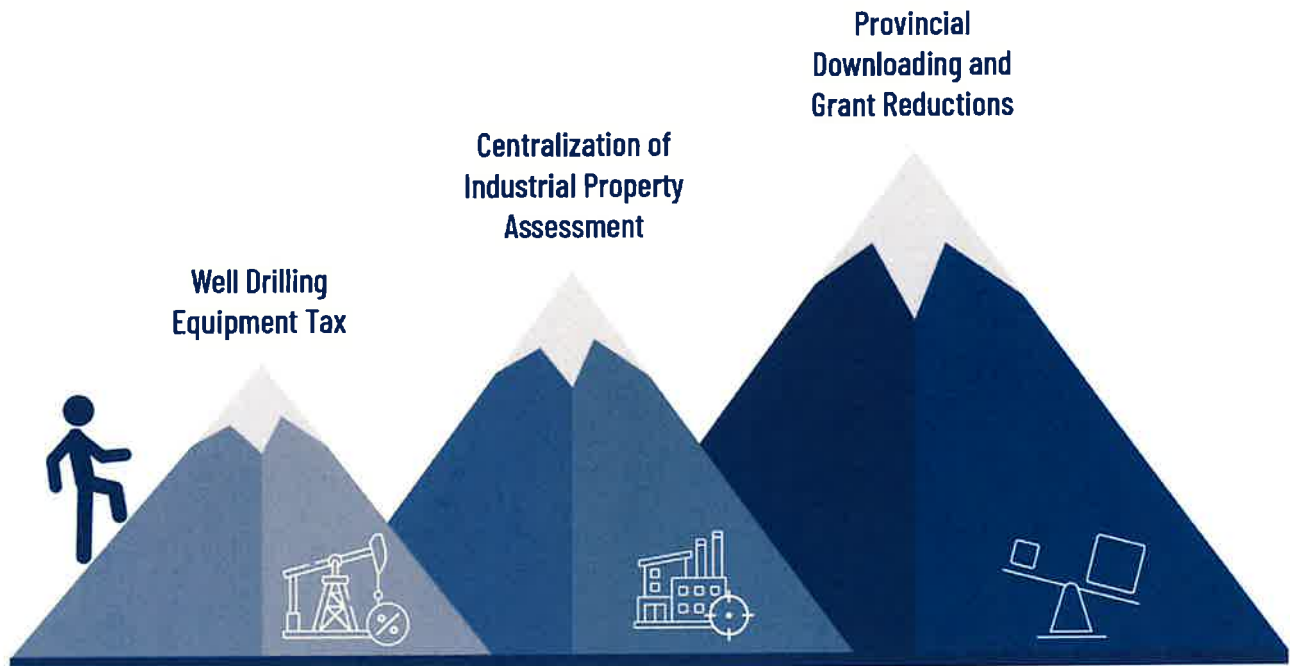
### PORTION OF UNPAID TAXES OWED BY OPERATIONAL AND NON-OPERATIONAL COMPANIES, 2020 to 2022 TAX YEARS



In previous years, the portion of taxes owed by non-operational companies increased significantly in 2021 and 2022. This year, that trend has reversed, as the portion of tax arrears from operational companies has increased. This suggests that municipalities may be having more success in recovering taxes during bankruptcy or insolvency proceedings, and that the AER's prohibition on transferring or acquiring new licenses has not been effective in addressing non-payment by operating companies. With \$43 million of new unpaid taxes owed to municipalities in 2023, and a larger portion the responsibility of companies that continue to profit from extracting a resource that belongs to all Albertans, it is clear that this issue continues to grow and companies are aware of the loopholes available to them.



## Cumulative Effects of Unpaid Taxes on Municipal Revenue



While the survey results are alarming in isolation, they become even more concerning when considered in combination with other recent provincial policy changes that have downloaded more responsibilities onto municipalities.

The RMA sees industry and municipalities as partners in driving economic development, and without access to a fair and consistent revenue source, rural municipalities will, quite simply, be unable to continue to build and maintain the infrastructure that the industry relies on. Some examples of other policy decisions include the following:

### Well-Drilling Equipment Tax

Following the 2020 assessment model review, the Government of Alberta implemented several measures intended to provide relief to industry as an alternative to implementing massive changes to the assessment model that would seriously harm municipal viability. Among these measures was the elimination of the Well-Drilling Equipment Tax (WDET). The WDET was intended to provide support to rural municipalities to offset sudden costs associated with new drilling and the increased use of municipal infrastructure by drilling rigs and other industrial equipment. Eliminating it was intended to stimulate new drilling activity during a time of low commodity prices.

Rural municipalities have been unable to collect WDET since 2020, resulting in an annual loss of over \$20 million. As commodity prices and drilling have increased dramatically since 2020, rural municipal infrastructure is being impacted like never before and municipalities have no revenue source available to offset new costs. RMA has continually advocated for WDET to be put back into place by the province, however it has been made clear that

this is unlikely. Infrastructure deficits continue to grow and the combined losses from WDET and unpaid taxes make it difficult for municipalities to continue to support the oil and gas industry.

### Centralization of Industrial Property Assessment

Over the past several years, the Government of Alberta has gradually transitioned responsibility for assessing designated industrial properties (pipelines, wells, etc.) from individual municipalities to the provincial assessor's office. While this transition was intended to improve the consistency of assessment across the province, the process has taken much longer than expected and the Government of Alberta has been challenged in building the expertise, capacity, and processes needed to properly assess the massive amount of designated industrial properties spread across rural Alberta.

This lack of capacity has resulted in a lower quality of assessment in municipalities that have been centralized (some municipalities have not yet been transitioned to the centralized model and still conduct assessment using municipal or contracted staff). For example, centralized assessors are highly reliant on industry self-reporting, and due to work constraints for provincial staff, access a much lower portion of properties to visually confirm or audit self-reporting. While quantifying the exact impacts of centralization is extremely difficult as the technical assessment data is not publicly available, there is no doubt that in many cases, centralization has resulted in a reduction in the assessed value of properties due to self-reporting and an increasing reliance on standardized rather than site-specific assessments. In other words, while municipal assessors historically inspect a large portion of individual properties, the proportion inspected under a centralized system is much less, leading to lower assessments, lower taxes paid by industrial property owners, and lost tax revenue for municipalities.

### Provincial Downloading and Grant Reductions

While the examples above are directly related to property assessment and taxation, provincial policy decisions in other areas have resulted in downloads and reduced access to revenues for rural municipalities, making unpaid taxes even more of a risk. Examples include reduced Local Government Fiscal Framework (LGFF) funding, increased municipal costs under the Police Funding Model, elimination of grants in place of taxes for seniors housing facilities, the introduction of provincial/municipal cost-sharing under the Disaster Recovery Program, and others. For example, the first year of LGFF funding is reduced 38% compared to the historical average amount available under its predecessor program, the Municipal Sustainability Initiative. Municipalities will need to make up the shortfall from new LGFF funding or face difficult choices between reducing services levels or increasing municipal taxes.

Each RMA member has, on average, \$4 million in unpaid taxes. This is not a small amount for rural communities and could be used to enhance the communities which support the oil and gas industry. **As municipalities are asked to do more with less, unpaid oil and gas taxes from delinquent companies become more detrimental to community sustainability.**



## Band-Aids Don't Fix Zombies

This issue persists because none of the changes made recently has addressed the root cause of the issue: “zombie” companies that have been allowed to continue to operate despite being in poor financial condition and carrying significant unfunded environmental liabilities. RMA describes these as zombie companies because while they lack the ability to grow, their failure would introduce major public risks linked to environmental liabilities. On paper, the AER could solve this issue with a simple amendment to Directive 067 that makes property tax payment compliance a condition of operating. In actuality, doing so would push many zombie companies into insolvency and result in the abandonment of thousands of wells. As a regulator, the AER is responsible for a mountain of unpaid taxes which have been created by companies they have allowed to continue to operate despite posing an extremely high liability risk using the AER's own metrics.

### We Need a Regulator, Not a Cheerleader!

The AER's hands-off regulatory approach has allowed hundreds of companies to operate despite indicators suggesting that they pose a high risk of failing and lack the financial resources to cover their reclamation responsibilities. The AER monitors liability through their Liability Management Rating (LMR) system. The purpose of the LMR is to monitor a company's risk in relation to their ability to fund their abandonment, remediation and reclamation obligations. It is currently calculated as the ratio of a company's deemed assets to its deemed liabilities. When a licensee's LMR dips below 1.0, it has more liabilities than assets. It is only then that the licensee is required to post a security deposit with the AER to help mitigate the risks posed by the company. In reality, when a company's LMR falls below 1.0, many are unable to pay security deposits, property taxes, or surface leases. Their singular priority is often reducing costs as much as possible and funneling profits to executives and shareholders while they are still operational. Even an LMR below 2.0 suggests that a company is operating at a high risk of not being able to meet their reclamation obligations. Unfortunately, company-specific LMR ratings are not publicly available, so it is impossible for RMA or rural municipalities to determine the LMR of companies ignoring their property tax obligations.

Despite this, it is highly likely that many of the approximately 400 companies which, [as of January 2024](#), have a LMR below 2.0, have property tax arrears and would simply enter into bankruptcy if they were required by the AER to immediately meet their property tax obligation. If these 400 “zombie” companies were to fail, thousands of wells would be abandoned and placed in the Orphan Well Association (OWA). The abandonment of so many wells at once would place significant strain on the OWA and create risks around liability management for the abandoned wells. Although the AER has maintained that their regulatory strategy aligns with the protecting the public interest, their hands-off approach to regulating poorly managed companies has created a situation in which enforcing property tax payment requirements could have major environmental and fiscal risks for municipalities and the broader public. Essentially, the AER has created a “no-win” situation (unless you own a zombie oil and gas company).

### So What Now?

The AER has created a scenario in which the public interest risks of simply enforcing payment of taxes on a go-forward basis would be significant. RMA proposes the following approach to balance industry accountability for property tax payments with mitigation of abandonment risks:

1. The AER should immediately modify Directive 067 to make license eligibility dependent on being in good standing on municipal property taxes.
2. Alberta Energy should develop and require the AER to implement a phased approach to enforcement of this requirement. Companies with unpaid taxes that are in a good financial position (LMR above 2.0)



should be required to pay arrears immediately. Companies in a poor financial position must submit payment plans which the AER can enforce, that meet specific deadlines that align with their LMR and other fiscal indicators. The exact requirements and deadlines should be determined by Alberta Energy.

3. The Minister of Energy should amend the Ministerial Order to allow companies with unpaid taxes to sell assets to other companies. If unpaid taxes are tied to the assets being sold, taxes must be re-paid in full as a condition of sale. If unpaid taxes are not tied to the assets being sold, the sale proceeds must be used to re-pay unpaid taxes tied to other assets.
4. Directors and board of governors that have had governance, financial, or operational responsibilities of former companies that have been delinquent for the payment of taxes to municipalities and surface rights payments not be permitted to make application, license, or be approved to operate oil and gas facilities and pipelines in Alberta.



11.d)

## Michael Simpson

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**From:** SANDY BOATES <sandyboates@shaw.ca>  
**Sent:** February-14-24 10:26 PM  
**To:** Michael Simpson  
**Subject:** roundup is poison

Dear Mayor, Council and city  
Roundup is poison. It's active ingredient is glyphosate. It's been called the 'DDT of this century', and it is. Vancouver, Quebec and Montreal have banned the use of glyphosate. Glyphosate and other toxic chemicals need to be banned here, as well as in every other city and province across Canada. The regulatory agencies still allow the use of glyphosate and other toxic chemicals (see regulatory capture below). They do not have the right to pollute our environment and our food with these chemicals, poisoning us, bees, our children, our pets and wild animals. They don't have the right to destroy biology and take that away from future generations. Where, when and with who does this begin? It is time for independent thought and action. Please review what I have sent to you. This information has been sent to schools and newspapers across Canada.

Sandy Boates

Vernon, BC

sandyboates@shaw.ca

Toxic Free Okanagan

The right to clean air, water, soil and food.

The need to find natural alternatives for everything we do.

Canada should be 'all organic'. Chemical agriculture kills the life in the soil... it makes dead soil... can't grow food... the right to food security.

Healthy soil is a carbon sink.

Please share this information with nearby towns and cities.

More information of this is posted on my facebook page, Vernon, BC.

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Letter to the editor

**ROUNDUP IS POISON**

(Rounding up the Roundup)

The active ingredient in Roundup is glyphosate. It's been called the 'DDT of this century', and it is. Vancouver, Quebec and Montreal have banned the use of glyphosate as well as other cities and countries around the world. This includes Mexico, Germany and France. And to note, Bayer of Germany, was the company that bought out Monsanto, the owner of Roundup.

Glyphosate could have been 'safe' if it weren't for its off target effects, as like our medicine usually has side effects. Its mechanism of action is to shut down the shikimate pathway in plants which makes some of the essential amino acids, the building blocks of protein. Without these amino acids to make proteins, the plant dies. Human cells do not contain the shikimate pathway, hence 'safe' for humans. This pathway only exists in plants, and in fungi and bacteria that live in the soil and in our intestinal tract. The fungi, bacteria and other microbes in the soil make nutrients available to plant roots, which makes them strong, healthy and nutrient dense, to resist pests and disease naturally. The beneficial microbes in our gut do the same for us and determines human health. Glyphosate, being an antibiotic, as stated on the original patent, is antimicrobial, which means that it kills the beneficial microbes in the soil and in our gut.

Farmers use glyphosate as a weed killer, and a drying agent for grains and beans just before harvest. Then there are GMO seeds and produce, that are designed to survive the direct spray of this toxic chemical. Glyphosate can be absorbed through the leaves of these plants, so it can't be washed off. We are all consuming residues of glyphosate in our food. It seems to be in almost everything, wine, honey, boxed cereal, tampons and cotton sheets. GMO produce is in our grocery stores un-labelled.

Glyphosate causes organ damage in livestock, kidney disease in agricultural workers, disrupts hormones and reproduction, has neurological impacts on children, and causes cancer. It is able to break open the tight junctions in our gut membrane as well as other membranes, such as the kidney tubules, blood vessels and the blood brain barrier. In the intestinal tract, some of the contents there are able to seep through the gut barrier and into the blood stream. Each time this happens, the immune system gets turned on which causes chronic inflammation, of said to be the root cause of disease. Glyphosate harms bees, butterflies, deer and other wildlife. Currently there are class action lawsuits in Canada and the United States against Bayer, for the toxic effects of glyphosate by home gardeners, farmworkers and landscapers. It would be best to contact the head office of your grocery store to label GMO produce and to email the city,



mayor and council to ban the use of Roundup. We all need to find natural alternatives for everything we do. Canada should be 'all organic'. Healthy soil is a carbon sink.

Sandy Boates

Vernon, BC

sandyboates@shaw.ca

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## 1. CITIES THAT HAVE BANNED GLYPHOSATE:

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- Vancouver banned private and public use of glyphosate, except for invasive weeds
- Quebec has banned the use of glyphosate in forest management, is attempting to prohibit its use altogether, while the city of Vancouver, British Columbia has enacted a total ban in public parks and outdoor gardens.
- The sale of weed killers containing glyphosate like Roundup has been banned in Montreal since Jan. 1, 2022, but a Radio-Canada investigation found Roundup still on the shelves at seven Rona outlets. Mar 21, 2022
- Laval bans weed killer found in Roundup, Apr 14, 2021 — A suburb north of Montreal has banned the use of glyphosate, the active ingredient in weed killer Roundup.

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## 2. Where is Glyphosate Banned?

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<https://www.wisnerbaum.com/toxic-tort-law/monsanto-roundup-lawsuit/where-is-glyphosate-banned-/#:~:text=In%20December%20of%2020>

This site lists the countries that have banned or are working towards a ban on glyphosate, or have restricted the use of it

- Australia is using steam technology for weed control
- Czech Republic has banned glyphosate as a weed killer and drying agent
- Denmark banned glyphosate on crops to avoid residues on foods
- El Salvador, glyphosate is linked to deadly kidney disease
- Italy banned glyphosate as a preharvest treatment
- Luxembourg 100% ban on glyphosate
- Mexico is phasing out glyphosate by 2024
- in December of 2019, France's ANCES agency decided that 36 glyphosate-based products will be withdrawn from the market and no longer be permitted for use by the end of 2020
- Germany's cabinet passed legislation in February of 2021 to ban glyphosate by 2024.
- The president of the Portuguese Medical Association has called for a worldwide ban of glyphosate (cities zero pesticide policy)

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## 3. Do Canadian Oats Contain Roundup? - Top Class Actions

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<https://topclassactions.com/canada/roundup/do-canadian-oats-contain-roundup/#:~:text=Canadian%20oats%20and%20other%20cereal>

Are Canadian oats sprayed with glyphosate?

Why is Glyphosate in Canadian Oats at All? Glyphosate is the most commonly used herbicide among Canadian farmers. While it is primarily deployed for weed control, glyphosate is also used to dry grain and bean crops prior to harvest. Jan 30, 2020

- in Canada farmers use the herbicide glyphosate for weed control and to dry grains and bean crops prior to harvest, barley, wheat, kamut, spelt, legumes (chick peas, lentils, peas), soybeans (glyphosate residue)
- toxicologist Alexis Temkin comments on glyphosate contamination, 'Glyphosate should not be in any foods at all, particularly those fed to children'
- documents, 2017, Monsanto colluded with the EPA to conceal evidence of glyphosate carcinogenicity, Monsanto's own research on glyphosate safety
- A number of lawsuits filed across Canada by cancer victims claiming their disease was caused by glyphosate exposure. Cases are currently pending in Quebec, Ontario, Manitoba, Alberta and British Columbia. As of November, at least 360 Canadians had filed suits against Bayer. A Toronto law firm has also filed a \$500 million class action on behalf of 60 plaintiffs. Lawsuits for farm workers, landscapers, home gardeners with diagnosis of Non-Hodgkin's Lymphoma, Leukemia, Multiple Myeloma, B-Cell Lymphoma, Bone Cancer, Renal Cell Carcinoma (kidney cancer), Skin Tumors, Pancreatic Islet Cell Tumors, Chromosomal Damage, DNA Damage

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## 4. Canadian Association of Physicians for the Environment (cape.ca)

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'Let's Protect Alberta Kids from Toxic Pesticides - CAPE'

Canadian Association of Physicians for the Environment

<https://cape.ca> › lets-protect-alberta-kids-from-toxic-p...

Mar 19, 2019 — Children in Alberta are among the unluckiest in Canada when it comes to exposure to pesticides. CAPE doctors are speaking out to help protect ...

<https://cape.ca/lets-protect-alberta-kids-from-toxic-pesticides/>

- ban pesticides on lawns, gardens, green spaces, sport fields
- 2,4-D, mecoprop, dicamba, glyphosate
- neurological impacts on children, different types of cancer in adults
- enact a law prohibiting the use of toxic pesticides

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#### 5. Mom's Across America 'GMO's and Glyphosate or a Bankrupt America'

[https://www.momsacrossamerica.com/gmos\\_and\\_glyphosate\\_or\\_a\\_bankrupt\\_america](https://www.momsacrossamerica.com/gmos_and_glyphosate_or_a_bankrupt_america)

- 80% of our food contains GMO's which is repeatedly sprayed with Roundup as they grow
- non GMO crops, wheat, sugar, quinoa, dry peas and beans are sprayed with glyphosate as a drying agent (desiccant) during harvest
- increase use of glyphosate and GMO'S since the late 1990's
- glyphosate was originally patented as an antibiotic, it is anti-microbial
- glyphosate damages the beneficial gut bacteria which impairs the ability to produce tryptophan and insulin (tryptophan produces serotonin)
- glyphosate, organ damage and cancer in humans
- GMO's cause organ damage in animal studies without added pesticides or herbicides
- solution: label GMO foods, government to ban the use of glyphosate and Roundup, stores to stop selling glyphosate products

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#### 6. Petition to Ban Glyphosate

<https://petitions.ourcommons.ca/en/Petition/Details?Petition=e-4127>

Does Canada still use glyphosate?

Sep 15, 2022, It's time to ban glyphosate: a call to action to Canadians and residents ...

foecanada.org (Friends of the Earth)

Glyphosate is Canada's most widely sold pesticide – used in agriculture as an herbicide and to kill crops for harvest, in forestry to kill unwanted target trees and vegetation, and as an herbicide on rights-of-way, commercial and residential grounds, golf courses, schools and other landscapes. Sep 15, 2022

Preview of the Petition to Ban Glyphosate – help build a glyphosate-free future in Canada

E-petition to Minister of Health

Whereas:

Glyphosate is Canada's most widely sold pesticide – used in agriculture as an herbicide and to kill crops for harvest, in forestry to kill unwanted target trees and vegetation, and as an herbicide on rights-of-way, commercial and residential grounds, golf courses, schools and other landscapes.

The result is residents of Canada, including infants and children, consume glyphosate residues in their food and water and are exposed to it while outdoors for recreation, occupational activities, hunting and harvesting.

The use of glyphosate harms aquatic and terrestrial species and causes loss of biodiversity thereby making ecosystems more vulnerable to pollution and climate change. It endangers pollinators including wild bees and monarch butterflies and exacerbates wildfires since conifer-only forests burn faster and hotter than mixed forests.

In 2015, the World Health Organization's International Agency for Research on Cancer classified glyphosate as "probably carcinogenic to humans".

Glyphosate has been found to cause injuries to human health including harming cellular function and causing reproductive effects, hormone disruption, microbiome disruption and cancer.

The Pest Control Products Act is referred to Parliament for review and Health Canada is conducting a transformation of the Pest Management Regulatory Agency.

We, the undersigned residents of Canada, call upon the Minister of Health to:

Ban the sale and use of glyphosate to protect human health and the environment; and

Develop a comprehensive plan to reduce overall pesticide use in Canada.

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Glyphosate is unavoidable, brought to you by Monsanto (owned by Bayer) and friends.

Whether you want it or not, glyphosate is in your water, in much of the food you eat, in the soils growing that food, in forests, rivers and streams, and in wildlife.

The science is clear to us that glyphosate is harming our health and the environment, but pesticide regulators are still "monitoring" the science and refusing to take action.

Petition groups, Ontario:

Safe Food Matters

Friends of the Earth

## Prevent Cancer Now

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You can still watch for free "Into the Weeds", on CBC's Passionate Eye.

It follows Dewayne "Lee" Johnson, a former groundskeeper who takes on Bayer, a multinational agrochemical corporation after diagnosis of a terminal cancer linked to his exposure to Roundup.

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### 7. Wisner Baum, Law Monsanto Roundup Lawsuit Where is Glyphosate Banned? \*\*\*Updated May 2023

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<https://www.wisnerbaum.com/toxic-tort-law/monsanto-roundup-lawsuit/where-is-glyphosate-banned-/#:~:text=Portugal%3A%20Prohibits%2>

Vancouver has banned private and public use of glyphosate, aside from the treatment of invasive weeds.

Germany: Germany's cabinet passed legislation in February of 2021 to ban glyphosate by 2024. German farmers will need to reduce the use of glyphosate until the ban takes effect in 2024. Certain retail stores in Germany have already pulled glyphosate-based herbicides like Roundup from shelves.

Luxembourg: The country will become the first in the EU to completely ban all products containing glyphosate.

Mexico: In June of 2020, Mexico's Environment Ministry announced that the country will phase out glyphosate by 2024, citing human health and environmental concerns. In April of 2021, a judge ruled in Bayer's favor in a court challenge of the government's glyphosate ban proposal. Bayer's win was temporary because in October of 2021, Mexico's Supreme Court denied four appeals of the proposed ban from major agricultural corporations. The ruling affirmed the country's glyphosate ban.

Bahrain: According to Oman's Ministry of Agriculture, Bahrain and five other countries in the Gulf Cooperation Council (GCC) have banned glyphosate.

Netherlands: Banned all non-commercial use of glyphosate.

Oman: Eng Saleh al Abri, director general of agricultural development in Oman's Ministry of Agriculture and Fisheries (MoAF), told a reporter that glyphosate "hasn't been available in Oman since 2016." Eng Abri added, "This active ingredient has been banned throughout the GCC (Gulf Cooperation Council) since last year." In addition to Oman, the GCC includes Saudi Arabia, Qatar, Kuwait, Bahrain, and the United Arab Emirates (UAE).

Portugal: Prohibits the use of glyphosate in all public spaces. The president of the Portuguese Medical Association has also called for a worldwide ban of glyphosate.

Qatar: According to Oman's Ministry of Agriculture, Qatar and five other countries in the Gulf Cooperation Council (GCC) have banned glyphosate.

Saudi Arabia: Issued a glyphosate ban along with five other countries in the Gulf Cooperation Council (GCC).

Scotland: Aberdeen cut back its use of herbicides and Edinburgh's City Council voted to phase out glyphosate. In November of 2017, five of Scotland's six EU parliamentarians voted in favor of a motion that would phase out glyphosate by 2022.

Spain: According to Kistiñe Garcia of the Spanish NGO, Ecologistas en Acción, Barcelona, Madrid, Zaragoza and the region of Extremadura have decided to ban glyphosate. The regions of La Rioja (major Spanish wine region) and Aragon have also approved motions against endocrine-disrupting chemicals, which includes glyphosate.

United Arab Emirates: Issued a glyphosate ban along with five other countries in the Gulf Cooperation Council.

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### 8. ScienceDirect Review: Feed residues of glyphosate, livestock

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<https://www.sciencedirect.com/science/article/pii>

<https://www.sciencedirect.com/science/article/pii/S1751731120300264>

Glyphosate is the active ingredient in a wide range of herbicides used for weed control, including weed control in genetically modified, glyphosate-insensitive crops. In addition, glyphosate herbicides are used for pre-harvest desiccation of glyphosate-sensitive crops. Together, the use of glyphosate leads to residues in livestock feed. In addition to its herbicidal property, glyphosate has documented antimicrobial and mineral-chelating properties.

whether dietary glyphosate residues may affect livestock gut microbiota and/or mineral status potentially with derived unfavourable effects on animal health and productivity.

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### 9. Oregon State University: What are the symptoms of glyphosate poisoning in cattle? Signs of Toxicity - Animals

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<http://npic.orst.edu/factsheets/archive/glyphotech.html#:~:text=Signs%20of%20Toxicity%20-%20Animals,hypersalivation>  
Glyphosate Technical Fact Sheet

Animals exposed to formulated glyphosate herbicides have displayed anorexia, lethargy, hypersalivation, vomiting, and diarrhea.

Target Organisms

In plants, glyphosate disrupts the shikimic acid pathway through inhibition of the enzyme 5-enolpyruvylshikimate-3-phosphate (EPSP) synthase. The resulting deficiency in EPSP production leads to reductions in aromatic amino acids that are vital for protein synthesis and plant growth.<sup>1,4</sup>  
Glyphosate is absorbed across the leaves and stems of plants and is translocated throughout the plant.<sup>1,3</sup> It concentrates in the meristem tissue.<sup>10</sup>  
Plants exposed to glyphosate display stunted growth, loss of green coloration, leaf wrinkling or malformation, and tissue death. Death of the plant may take from 4 to 20 days to occur.<sup>4,10</sup>  
The sodium salt of glyphosate can act as a plant growth regulator and accelerate ripening of specific crops.

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#### 10. SAFE FOOD MATTERS GOES BACK TO COURT JUNE 13 WITH HEALTH CANADA ON GLYPHOSATE

<https://safefoodmatters.org/tag/glyphosate/>

<https://safefoodmatters.org/2023/06/08/safe-food-matters-goes-back-to-court-with-health-canada-on-glyphosate/>

So what's going on? (copied from the site)

##### THEORY OF REGULATORY CAPTURE

Canadian scholars have recently written on the phenomenon of "regulatory capture". The article, published in *Toxics*, makes the case that PMRA's evaluation of glyphosate was deficient, as a result of the "scientific and regulatory captures of relevant Canadian agencies by the pesticide industry". The effect of the capture is PMRA "promotes commercial interests over the imperatives of public health and environmental protection".

The authors point out three strategies used in regulatory capture:

Corporate shaping of the scientific narrative;

Hiding the risks of a product; and

Creating a long-lasting and close "intimate" relationship with regulatory agencies.

All three of these strategies are present in PMRA's evaluation of glyphosate and its treatment of our objections.

The "Monsanto Papers" formed part of the glyphosate evaluation by PMRA. PMRA itself admits in its glyphosate final decision that it prefers industry studies over published scientific literature.

The PMRA did not examine the risks of the product, Roundup, but only the "active ingredient" glyphosate, which allowed PMRA to ignore all sorts of science showing the entire product is more dangerous than glyphosate itself.

Third, there is a close and intimate relationship between PMRA and industry.

We will bring evidence of this close relationship on June 13. Canada's lobby registry shows extensive contacts between senior PMRA staff and Bayer/Monsanto, as well as their agent CropLife. CropLife annual reports describe in detail their efforts to influence PMRA. LinkedIn profiles show that a significant number of CropLife senior employees were previously employed by Health Canada, CFIA, Agriculture and Agri-Food Canada, among other federal government positions.

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#### 11. Alternatives to Pesticides, City of Chilliwack, BC

[www.chilliwack.com/pesticidefree](http://www.chilliwack.com/pesticidefree)

Port Moody, BC: has banned the use of all pesticides on public and private lands since 2003.

Mission, BC: does not use glyphosate in the management of their parks or municipal forest, which constitutes about 50% of the City's area.

Coldstream, BC: does not use Roundup in their weed control program.

Invermere, BC: banned Roundup several years ago.

White Rock, BC: We have a bylaw in place and on our website and the use of glyphosate (RoundUp) is not permitted for cosmetic purposes.

<https://www.whiterockcity.ca/202/Cosmetic-Pesticide-Use-Bylaw>

Burnaby, B.C.: Apr 8, 2009 — Cosmetic pesticide use in the City of Burnaby, B.C. has officially been banned and is now officially pesticide-free.

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#### 12. Glyphosate Technical Fact Sheet

Oregon State University

<http://npic.orst.edu/factsheets/archive/glyphotech.html#:~:text=Glyphosate%20is%20absorbed%20across%20the,is%20>

Glyphosate is absorbed across the leaves and stems of plants and is translocated throughout the plant. It concentrates in the meristem tissue. Plants exposed to glyphosate display stunted growth, loss of green coloration, leaf wrinkling or malformation, and tissue death.

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#### 13. Using Glyphosate - Department for Environment and Water

Department for Environment and Water

<https://cdn.environment.sa.gov.au/docs/resp...PD>

<https://cdn.environment.sa.gov.au/landscape/docs/hf/responsible-chemical-use-using-glyphosate-fact.pdf>

Does glyphosate spray go through roots or leaves?

Glyphosate is absorbed through plant leaves. It is then carried by the sap stream into the plant roots, where it prevents them from absorbing nutrients from the soil – thereby killing the plant. Annual weeds, including grasses and most broad-leaved plants, are easily controlled using Glyphosate.

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11.e)



ALBERTA  
MUNICIPAL AFFAIRS

Office of the Minister  
MLA, Calgary-Hays

AR113944

February 29, 2024

Dear Chief Elected Officials:

I am writing to share information with you about *Budget 2024*, which my colleague, the Honourable Nate Horner, President of Treasury Board and Minister of Finance, has tabled in the Alberta Legislature. You will find below some details about *Budget 2024* that are most closely related to Alberta Municipal Affairs.

*Budget 2024* is a responsible plan for a growing province that invests more than \$1 billion to build stronger communities across Alberta. Through these important investments, my ministry will continue to support local governments in providing fiscally responsible, collaborative, and accountable services to Albertans.

I am particularly excited about the Local Government Fiscal Framework (LGFF), which will deliver predictable capital infrastructure funding to municipalities and Metis Settlements across Alberta for many years to come. As we are all aware, the LGFF represents years of collaboration between the province and local governments, and the LGFF replaces the Municipal Sustainability Initiative (MSI) with a more sustainable model. We set the initial capital funding baseline for the LGFF at \$722 million to remain consistent with the average amount municipalities have received annually over the last three years of the MSI Capital program.

We now have a true partnership in place through the Revenue Index Factor, which will see municipal funding rise and fall at a one-to-one ratio that is based on changes in provincial revenue from three years prior. Our new framework will deliver the predictability and partnership that municipalities have long been asking for, and I would like to thank you once again for your input to the development of the LGFF to ensure it effectively supports communities and residents provincewide. The MSI Operating program will continue as LGFF Operating funding and will provide \$60 million in 2024/25 to local governments to assist with your operational costs and help to respond to inflationary pressures. More information about the LGFF and the 2024 allocations can be found online.

Additionally, *Budget 2024* includes \$60 million over three years for the Local Growth and Sustainability Grant, a new grant to help relieve some of the pressures facing fast-growing communities. This new grant will help address acute infrastructure priorities and economic development opportunities. More details about the program will be shared with you later this year.

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320 Legislature Building, 10800 - 97 Avenue, Edmonton, Alberta T5K 2B6 Canada Telephone 780-427-3744 Fax 780-422-9550

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As with previous years, our budget includes capital support through the federal Canada Community-Building Fund and Investing in Canada Infrastructure Program. We are also pleased to maintain the strong support we have for public libraries with more than \$33 million going towards operating grants for libraries across the province.

*Budget 2024* puts Albertans and Alberta families first by investing in strong health care, a modern education system, and supports to keep life affordable. This budget also invests in safe and supportive communities in Alberta by managing our resources wisely.

I look forward to continuing our work together over this next year as we continue to build strong and vibrant communities that contribute to a stronger province and a brighter future for Albertans and their families.

Sincerely,

A handwritten signature in black ink that reads "Ric McIver". The signature is written in a cursive style with a long, sweeping tail on the letter "v".

Ric McIver  
Minister

11.F)



ALBERTA  
MUNICIPAL AFFAIRS

Office of the Minister  
MLA, Calgary-Hays

AR113898

To All Chief Elected Officials:

I am inviting your municipality to participate in the review of the *Municipal Government Act* requirements related to Intermunicipal Collaboration Frameworks (ICFs). ICFs encourage integrated and strategic planning, delivery, and funding of inter-municipal services.

Municipal Affairs welcomes your insight and feedback to ensure any future legislative changes consider the needs of municipalities. The scope of this engagement covers the following topics:

- required content of ICFs;
- ICF agreement duration;
- cost calculations;
- mediation and arbitration; and
- enforcement.

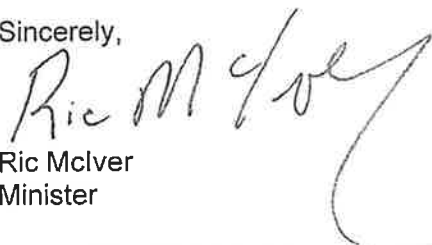
I encourage you to complete the survey and share your perspectives on these important matters. The survey is available at [extranet.gov.ab.ca/opinio6//s?s=ICFReview](http://extranet.gov.ab.ca/opinio6//s?s=ICFReview) and should take 15 to 20 minutes to complete. The survey is available until **April 12, 2024**.

Ministry staff will also be seeking input from chief administrative officers through discussion sessions to supplement the survey and focus on practical implementation considerations. The collective outcomes of the engagement will inform future legislative changes targeted for 2025.

If you have any questions about this review or the collection and use of this information, please email [ma.engagement@gov.ab.ca](mailto:ma.engagement@gov.ab.ca).

Thank you for your participation.

Sincerely,



Ric McIver  
Minister

cc: All Chief Administrative Officers